

## **Dunkin Donuts “Thirsty Thursday” Twitter Contest**

### **OFFICIAL CONTEST RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN.

#### **CONTEST DESCRIPTION:**

The Dunkin Donuts “Thirsty Thursday” Twitter contest (“Contest”) will begin on July 10, 2014 and end on August 8, 2014 (“Contest Period”). This Contest will be conducted exclusively through Twitter. One (1) winner will be awarded a \$100 Dunkin Donuts gift card and a \$200 VISA gift card.

#### **HOW TO ENTER:**

Listeners of WERQ-FM (also “Station”) who are legal residents of the United States residing within the Baltimore, MD-Washington, DC metropolitan area and are 18 years of age or older will be able to take part in this Contest. To participate in the Contest, participants must do the following:

1. Participants must take a picture of themselves in front of the 92Q vehicle at one of the “Thirsty Thursday” station appearances.
2. Tweet the picture to Dunkin Donuts’ @DunkinBaltimore and use #ThirstyThursDDay.
3. Submitted entries must be “family friendly”, appropriate for all audiences, and must meet the below-listed Entry Requirements.
4. All entries must be received by 11:59pm EST on August 7, 2014, or they will be void.
5. One entry per person per Twitter account during the Contest Period. Anyone found to be using multiple accounts to enter will be declared ineligible.
6. In the event of a dispute regarding the identity of a participant’s entry, the entry will be deemed to have been made by the authorized holder of the Twitter account at the time the entry was made.
7. Entries submitted by entrants will not be judged and will have no bearing on determining the winner, except that entries that do not contain the requested photograph will be disqualified.
8. By uploading a submission and entering this Contest, each participant represents and warrants to be bound by the Official Contest rules, and that they are authorized to and have the rights to submit the content within the entry.

### **Entry Requirements:**

- Entry must contain a photograph of the contestant taken in front of the 92Q vehicle at one of the “Thirsty Thursday” station appearances.
- Entry must not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in the Station’s sole discretion (no nudity, sexually explicit, or suggestive photos)
- Submissions must not infringe upon any rights of any third party including without limitation, copyright, trademark and right of publicity or privacy
- Entries must not contain commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- Entry must be taken and solely owned by the photographer (who is the contestant) submitting the photo
- Submissions must be unpublished and not have been submitted in other competitions
- Entry must not contain: derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others
- If any individuals, are featured in the photo in addition to the contestant, each entrant warrants and represents that the entrant has obtained permission from each person who appears in the photographic submission

### **ELIGIBILITY RESTRICTIONS:**

1. The Contest is open only to legal residents of the Baltimore-Washington, DC metropolitan area who are 18 years of age or older at the time of Contest registration.
2. Employees of the Station, Radio One, Inc. (“Company”), its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Baltimore / Washington, DC metropolitan area and members of the immediate families (defined as spouse, child, sibling, parent, or grandparent), and members of the households (whether related or not) of any of the above are NOT eligible to participate or win in this Contest.
3. Persons who have won a prize in another contest or promotion of any kind from the Station within the thirty (30) day period immediately preceding the start date of this Contest are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Station during any thirty (30) day period.
4. Contestants agree to abide with any applicable federal, state, local laws and regulations.

### **PRIZES:**

1. If a winner is unable to accept the prize, the prize will be forfeited in its entirety.
2. Prize package will include the following:
  - a. One (1) One Hundred Dollar (\$100) Dunkin Donuts gift card

- b. One (1) Two Hundred Dollar (\$200) VISA gift card
  - c. Gift cards are subject to terms and conditions specified by issuer.
3. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Station management and/or the sponsor in its sole discretion.
  4. All Contest winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in the winner's forfeiture of the prize.
  5. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
  6. Prizes will be awarded only upon winner verification and final approval by the Station. Each winner or selected entrant will be notified by email, mail and/or phone within thirty (30) days after being selected (e.g., date of drawing). Each winner or selected entrant will then have thirty (30) days to respond with their information. If the winner or selected entrant is unable to be contacted within thirty (30) days after being selected (e.g. drawing date), is ineligible, fails to claim a prize or fails to return completed and executed release forms and affidavits, if applicable and as required by the Station, or if the prize notification or prize is returned undeliverable, that prize will be forfeited and if time permits, at the discretion of the contest sponsor / and or contest administrator, an alternate entrant will be selected as the winner by random drawing from among the remaining entries.
  7. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Station and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by winner.
  8. Winners will be instructed to come to the offices of the Station located at 1705 Whitehead Road, Baltimore, MD, 21207. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their prize.

#### **EXECUTION:**

1. During the Contest Period, eligible participants will be encouraged to take part in the Contest by taking a picture of themselves in front of the 92Q vehicle at one of the "Thirsty Thursday" station appearances on one of the following dates listed below, between 2:00pm and 3:00pm: July 10th - 18a Bel Air South Parkway, in Bel Air, July 17th - 6305 Washington Boulevard in Elkridge, July 24th - 5800 Reistertown Road in Baltimore, July 31st - location TBA, and August 7th - 9901 Liberty Road in Randallstown.
2. The grand prize drawing will take place on August 9, 2014. The winner will be selected by random drawing from among all eligible entries received electronically.
3. The grand prize winner will be notified by phone, and e-mail.

4. Winner will be instructed to pick up prize at the offices of the Station located at 1705 Whitehead Road, Baltimore, MD, 21207. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their prize.
5. All decisions made by the Station and Company management or any Contest Sponsor regarding any aspect of this Contest are final.

#### **GENERAL CONDITIONS:**

1. Winners are responsible for all applicable taxes associated with the receipt of the prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state, local laws and regulations.
4. Odds of winning depend upon the number of eligible contestants participating during the Contest Period.
5. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Contest, each participant agrees to comply with these Official Contest Rules and the decisions of the Station and or Contest sponsor which shall be final and binding in all aspects relating to the Contest.
6. The Station and the Company retain the right to disqualify any contestant if all Contest rules are not followed.
7. All Contest winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, Company, sponsor, any other Contest parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Contest participation or the acceptance, possession or use / misuse of any awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.
8. By accepting the prize, the winner acknowledges that the Station and the Company have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or

to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

9. Dates and times of concerts, events, activities, and trips promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station and the Company. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station and the Company are not obligated to make any effort to find an alternative prize under these circumstances.
10. Any information collected by registering to enter the Contest shall be used only in a manner consistent with these Official Contest Rules.
11. The Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any contestant to complete or continue a telephone call or internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. In addition, the Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for late, lost, misdirected, mutilated, illegible or incomplete contest entries. No mechanically reproduced or automated entries permitted. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the property of the Station and the Company, and will not be returned.
12. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Contest is compromised by virus, bugs, worms or unauthorized human intervention, fraud, acts of God, strikes, terrorists acts, criminal acts of third parties, an insufficient number of qualified Contest entries, or any other causes beyond the Station and the Company's control which, in the Station and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Contest at their sole discretion.
13. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, the Station and the Company reserve the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
14. Copies of Contest rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 1705 Whitehead Road, Baltimore, MD, 21207. Copies of Contest rules may also be made available on the Station's website or during on-site / in-person remote events.