

## The Drive's Sherman & Tingle's Excellent Classic Rock Adventure Sweepstakes

### Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF

WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

1. **Eligibility:** The WDRV The Drive – Sherman & Tingle's Excellent Classic Rock Adventure Sweepstakes (the "Sweepstakes") is open to listeners 18 years or older and residents Illinois, Wisconsin, Michigan or Indiana. Employees of Hubbard Radio Chicago, LLC and its station WDRV, 130 E. Randolph, Suite 2700, Chicago, IL 60601 ("Sponsor"), Hubbard Radio, LLC, including their subsidiaries, affiliates, parent or related companies, and their immediate families, (collectively, with Sponsor, the "Released Parties"), or employees of other Illinois, Wisconsin, Michigan, or Indiana radio stations, are not eligible to enter. In order to be eligible to win a prize in this Sweepstakes, you or anyone in your household cannot have won or accepted any prize with a value of up to \$599 from WDRV within 30 days prior to the awarding of a prize to you in this promotion, or won any prize or combination of prizes with a total stated value of \$600.00 or more from WDRV within 60 days prior to the awarding of a prize to you in this Sweepstakes. These restrictions apply even if you reject the prize. Anyone participating in this Sweepstakes or claiming a prize in this promotion in violation of these rules will be disqualified from winning a prize in this promotion and from participating in WDRV contests or sweepstakes for a period of one year. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Sweepstakes Period:** The Sweepstakes starts at 12:00:00 AM Central Time ("CT") on September 11, 2023, and ends at 5:00 PM CT on November 3, 2023 (the "Sweepstakes Period"). The Sweepstakes Period will be broken up into two (2) separate periods: the registration period which will begin at 12:00:00 AM CT on September 11, 2023, and ends at 11:59:59 PM CT on November 2, 2023 ("Registration Period") and the play period which consists of six daily play periods (7 AM, 8 AM, 11 AM, 1 PM, 3 PM and 4 PM) each weekday (Mon-Fri) beginning at 7:00 AM CT on September 21, 2023, and ending at 4:00 PM CT on November 3, 2023 (each, a "Play Period").

3. **How to Sign Up & Be Deemed a Qualifier:** To sign up for a chance to win, during the Registration Period, visit The Drive's website at [www.wdrv.com](http://www.wdrv.com) ("Website") or open The Drive App on your mobile device, to find, complete and submit your online entry form for this Sweepstakes. Then, during each Play Period, listen to 97.1 The Drive for your name to be announced on-air. If you hear your name announced, you will have **10 minutes** from the time your name is announced on-air to call and reach the station at **312-642-9378** to be deemed a qualifier, receive a Qualifier Prize, and receive one (1) entry into the Grand Prize random drawing, subject to eligibility verification (collectively, a "Qualifier"). The

only way to receive an entry into the Grand Prize random drawing is to be deemed a Qualifier.

Sponsor is not responsible for problems accessing the Website, technical or atmospheric conditions that disrupt the completion of the web site entry, or any other problems which might or might not result from this Sweepstakes.

Refer-A-Friend Entry: After entering via any method as set forth in Paragraph 3 above, you will also be provided an ongoing opportunity to "Tell A Friend" to participate in The WDRV The Drive – Sherman & Tingle's Excellent Classic Rock Adventure Sweepstakes (the "Sweepstakes"). If you "Tell A Friend" through the "Tell A Friend" link received after your entry into the Sweepstakes, and if that friend enters the Sweepstakes **through the entry link sent via email from your online referral**, and your friend's name is randomly drawn from all eligible entries received and his/her name is announced at or about 7:00 a.m., 8:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m. and 4:00 p.m. and your friend hears his/her name announced on THE DRIVE, he/she will have **ten (10) minutes** to call **312.642.9378** to win. If your friend whose name is announced calls within the ten (10) minutes, he/she will win a Qualifier Prize of \$100 and receive one (1) entry into the Grand Prize random drawing, and you will also automatically win \$100 and receive one (1) entry into the Grand Prize random drawing, subject to eligibility verification (collectively, a "Qualifier"). The only way to receive an entry into the Grand Prize random drawing is to be deemed a Qualifier. If the listener whose name is announced during a specific time slot does not call in within **ten (10) minutes**, no prize will be awarded for that time slot and you will not receive a bonus check for referring that friend. There is no limit to the number of friends you refer, and you can receive an unlimited amount of \$100 Qualifier Prizes. In the event that a winning listener was referred online previously by another entered listener (the "Tell-a-Friend" feature on the Sweepstakes entry form), only the referring listener whose online email referral link was used for the entry will be eligible to receive a \$100 Qualifier Prize, provided that the referring listener otherwise complies with these Official Rules. The order of referrals ("Tell-A-Friend") as it relates to determining the eligibility necessary to award a \$100 Qualifier Prize shall be determined solely at the discretion of THE DRIVE. **PLEASE NOTE: In order to be eligible to receive the \$100 Qualifier Prize, the person you refer MUST register for the first time by clicking the referral link provided in the referral email. The referral email is automatically sent to the referral email addresses you provide on the referral submission via the webform. No phone calls or emails explaining you referred a friend will be accepted or acknowledged.**

4. **How to Win the Grand Prize:** Sponsor will randomly select (1) Grand Prize winner from among all eligible verified Qualifier entries received on or about November 4, 2023. Odds of becoming the winner depend on the number of eligible Qualifiers are verified, but no more than 1:192. Grand Prize winner will be notified by Sponsor sending an email to winner notifying them they are a winner. The winner must respond to the winner notification message within **24 hours** of sending the notification, or they will forfeit their right to the Grand Prize at Sponsor's sole discretion, and an alternate may be selected, time permitting. Sponsor is not responsible for any winner notifications that go undeliverable or unanswered.

5. **Prizes and Approximate Retail Values ("ARVs") – (1) Grand Prize –** A trip for two (2) to see Bruce Springsteen in LA and a trip for two (2) to see Aerosmith in Boston. Trip to L.A. includes: coach-class airfare for two (2) people from Chicago to Los Angeles, CA departing and return dates (To Be Announced); two (2) tickets to see Bruce Springsteen on (Concert Date to Be Announced); and two (2) night's Sponsor-specified hotel

accommodations in Los Angeles (one standard room/double occupancy). Trip to Boston includes: coach-class airfare for two (2) people from Chicago to Boston, MA, departing and return dates (To Be Announced); two (2) tickets to see Aerosmith on (Concert Date to Be Announced); and two (2) night's Sponsor-specified hotel accommodations in Boston (one standard room/double occupancy); plus \$500.00 spending money. ARV: \$5,000.00. Prize is non-assignable and non-transferable. Sponsor reserves the right, in its sole discretion, to substitute the prize for one of equal or greater value, for any reason. Prize consists of only those items specifically listed as part of a Prize. The winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Any difference between the stated ARV and actual ARV will not be awarded. Seat locations are at Sponsor's sole discretion. Trip must be taken on the dates specified by Sponsor, or will be forfeited and may be awarded to an alternate winner, time permitting. All other expenses (including, without limitation, meals/beverages, ground transportation, telephone charges, optional excursions, spa treatments, souvenirs, and all federal, state and local taxes (including applicable income taxes)) incurred are the winner's sole responsibility. Travel dates are final and will not be extended. Trip is non-transferable and cannot be exchanged for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize, or any portion thereof, for one of equal or greater value. The winner and guest(s) must travel together on the same itinerary. Winner must have a valid credit card to check into the hotel for incidentals. Winner and winner's guest(s) must both be at least 18 years old. If the winner and/or his/her guest miss the initial departure as scheduled, the winner will forfeit the prize. If the winner and/or his/her guest are not present for the designated return flight, he/she is solely responsible for his/her return to Chicago. The trip is subject to the policies, practices and procedures of the hotels and airlines. The Sponsor reserves the right to substitute a different prize of approximately equivalent value in its sole discretion. Seat locations at the concert are at sponsor's sole discretion. All tickets are subject to the terms, conditions and restrictions printed on the tickets. In the event a concert is postponed for any reason, Sponsor shall not be responsible for any rain checks or for the concert portion of the prize. Sponsor is not responsible for any flight delays or cancellations and in the event such delays or cancellations occur, winner may be required to forfeit their right to the entire or portion of the Grand Prize.

**Up to 192 Qualifier Prizes** - \$100.00 each.

Grand Prize winner will be required to sign a liability and/or publicity release and a W9 tax form ("Prize Release") prior to issuance of a prize. Grand Prize winner's guest will be required to sign and return a liability and publicity release prior to issuance of tickets. A 1099 form will be submitted to all appropriate taxing authorities, and by signing a Prize Release, the Grand Prize winner accepts the Grand Prize, and even if the Grand Prize winner does not use the Grand Prize, he/she will be responsible for the applicable taxes. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming a Prize:** In the event Grand Prize winner fails to return Prize Releases back within 10 days, that winner forfeits his or her right to the Grand Prize, and the Grand Prize

will be awarded to an alternate, time permitting. Upon receipt of the Prize Releases, Sponsor will provide instructions to the winner via email on how to obtain their Grand Prize. The Qualifier prize will be mailed out to each Qualifier upon verification of Qualifier's mailing address upon winning the Qualifying Prize. Allow 4 to 6 weeks for mailing of any prize. Sponsor is not responsible for lost, late, stolen, mutilated, destroyed or misdirected mailing of any prize.

7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the

invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize.

10. **Privacy Policies and Data Collection:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Sweepstakes. Hubbard Chicago has rights to use photos and likeness from anyone that submits a photo.

11. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

12. **Official Rules/Winner's List:** For a copy of these Official Rules or the name of the Grand Prize winners, see The Drive's website at [www.wdrv.com](http://www.wdrv.com) or send a self-addressed stamped envelope to be postmarked by November 3, 2023 and received by November 10, 2023, to: The Drive's Sherman & Tingle's Excellent Classic Rock Adventure Rules/Winner List (designate which), 130 East Randolph Street, Suite 2700, Chicago, IL 60601.

13. **Sponsor:** Hubbard Radio Chicago, LLC and its station The Drive, 130 East Randolph Street, Suite 2700, Chicago, IL 60601.