

## **\$100,000 HOME MAKEOVER CONTEST RULES**

These contest rules are specific to the above contest conducted by Entercom Wilkes-Barre/Scranton, LLC d/b/a WILK-AM/FM/WBZU/WKZN (“WILK Newsradio”), WGGY/WGGI (“Froggy 101”), WKRZ/WKRF (“98.5 KRZ”), and WMQX (“Max 102”) (individually and collectively, as applicable, “**Station**”) and administered by Million Dollar Media (“**MDM**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this contest as well. A copy of these specific contest rules and the Station’s general contest rules are available at the Station’s studios at 305 Highway 315, Pittston, PA 18640 during regular business hours and on the contest page on the Station’s websites at [www.WILKNewsradio.com](http://www.WILKNewsradio.com), [www.Froggy101.com](http://www.Froggy101.com), [www.985KRZ.com](http://www.985KRZ.com), and/or [www.MAX1023.com](http://www.MAX1023.com). To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.

**THIS CONTEST IS BEING CONDUCTED AS DESCRIBED ABOVE ON WILK-AM/FM/WBZU/WKZN (“WILK Newsradio”), WGGY/WGGI (“Froggy 101”), WKRZ/WKRF (“98.5 KRZ”), and WMQX (“Max 102”). LISTENERS TO EACH OF THESE RADIO STATIONS, AND/OR VISITORS TO EACH STATION’S WEBSITE, MAY ENTER FOR THE CHANCE TO WIN THIS CONTEST.**

### **How to Enter**

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE “\$100,000 HOME MAKEOVER CONTEST” (the “**Contest**”).
2. Beginning at 12:01am ET on March 13, 2017 through the earlier of either (a) when ten thousand (10,000) entries have been received or (b) April 9, 2017 at 11:59:59pm ET, potential contestants may enter the Contest by visiting [www.WILKNewsradio.com](http://www.WILKNewsradio.com), [www.Froggy101.com](http://www.Froggy101.com), [www.985KRZ.com](http://www.985KRZ.com), and/or [www.MAX1023.com](http://www.MAX1023.com) and clicking the “\$100,000 Home Makeover” Contest entry button.
3. Each entrant (“**Entrant**”) must fully complete and then submit the online Contest entry form with all of the required information as follows:
  - a. Entrant’s name, complete address (*including city, state and zip*), valid email address, age, and phone number(s) (*including area code(s)*);
  - b. Entrant’s guess of the order in which each of the following ten (10) featured Home Makeover Participating Providers (each a “**Participating Provider**,” and collectively the “**Participating Providers**”) might in the Grand Prize Winning Order (*see Section 6 below*) from one (1) to ten (10):
    - Flooring - Giant Floor
    - Electrical - The Wire Guys
    - Garage Doors - Rowe Door Sales
    - Lawn Care - Green Machine Professional Lawn Care
    - Blind Installation – Budget Blinds
    - Home Loan – PS Mortgage
    - Roofing – Borrell Construction Services, LLC
    - Hardscapes – Marek Landscaping Hardscapes
    - Tree Service – Freeman The Treeman
    - Complete Water Systems – Cresswell Drilling Company
  - c. **IMPORTANT! Entrant must place each of the ten (10) Participating Providers in any order of their choice ranked and numbered from one (1) to ten (10)**
  - d. **Each featured Home Makeover companies should be used a maximum of one time in creating the Home Makeover list in order from 1 to 10 on the online entry form.**
4. Accepting any available opt-in opportunities from our sponsors and/or Station is not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. Contestants may opt-out of any further email communication at any time without affecting their entry by following the provided opt-out instructions, or replying REMOVE to any email message.
5. **Maximum of one (1) entry per email address during the entire contest entry period.**

## How to Win

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6. Prior to the start of this contest, the featured list of ten (10) featured home improvement projects (Flooring, Electrical, Garage Doors, Lawn Care, Blind Installation, Home Loan, Roofing, Hardscapes, Tree Service, and Complete Water Systems) will be randomly arranged in a predetermined grand prize winning order from 1 to 10 (the "**Grand Prize Winning Order**") by an independent promotions company, MDM, and placed in a sealed security envelope.
7. On or about April 10, 2017 (or within 2 business days after entry closes, if entry closes earlier than April 10, 2017), MDM will inform Station whether any of the entrants in this contest submitted winning list in the identical order as the pre-determined list order. In the event a winning list has been submitted by an eligible entrant, the contestants(s) who submitted the winning list will be notified and will be eligible to claim the grand prize, subject to verification and compliance with these Official Rules. There is only one grand prize available in this contest. **In the event of more than one (1) eligible grand prize winning entry (tie), then the grand prize \$100,000 Credit (see below) will be evenly distributed among all eligible winning entrants.**
8. In the event that no entrant successfully completes the grand prize winning requirements by selecting the identical order of items as the pre-determined winning order, then the grand prize will not be awarded.
9. **Bonus Prize:** In the event there is not a grand prize winning entry, the eligible contestant who has submitted the Home Makeover list entry that is determined to be closest (as described below) to the predetermined grand prize winning project list will be declared the 'Bonus Prize Winner'. **In the event of any grand prize winner(s), the bonus prize will not be awarded.** The bonus prize winner will be determined by identifying the contestant who has submitted the most featured Home Makeover Participating Providers in the correct winning order, starting with the first item. As soon as a contestant has a project in the wrong order, their entry will be considered disqualified – regardless if any additional Participating Providers are in the correct position later in their list. In the event of a tie between any eligible contestants (i.e. two or more contestants have arranged the same number of projects in the correct order starting with the first project), then a random drawing will be held among those tied contestants to determine the bonus prize winner.

## Prize(s)

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10. THERE WILL ONLY BE ONE PRIZE AWARDED IN THIS CONTEST. Only the one (1) Grand Prize or the one (1) Bonus Prize will be awarded in this contest—**not both**.
11. **GRAND PRIZE:** One (1) Grand Prize, if any, may be awarded in this contest. If won, the verified grand prize winner will receive a \$100,000 credit that may be used, subject to certain exclusions and restrictions, at any one or more Participating Providers (or a share of the \$100,000 credit in the event of a tie). Within 45 days after confirmation of a grand prize winner by MDM, the grand prize winner(s) must notify a Station representative in writing (by email or letter, as instructed by Station) of the exact amount and Participating Providers that winner would like to have the credit at ("Issue Notice"). (For example: \$10,000 at each of the 10 Participating Providers or all \$100,000 at one specific named Participating Provider). Any portion of the total credit value may be redeemed as requested by winning contestant(s), provided the maximum value of total combined Credits awarded in this contest does not exceed \$100,000. However, after Station's receipt of the Issue Notice, winner may not make any changes to how much or which Participating Provider he/she intends to use the credit at. Grand Prize, if any, will only be awarded upon Grand Prize Winner validation and verification by Station and Million Dollar Media, LLC and compliance with these Contest rules. In the event of a Grand Prize winner, among other things, winner(s) will be required to sign one or more affidavits and/or liability release agreements "as is", provide a valid US federal or state government issued photo ID, social security number, and sign an IRS W-9 before the prize is awarded. **Failure to do so for any reason within two (2) business days of being notified by Station (which notification may be either one email and/or one telephone call or message left at the number provided) will result in automatic forfeiture of any prize in this contest and disqualification of such potential grand prize winner.** IN THE EVENT THERE IS A GRAND PRIZE WINNER, IF THE GRAND PRIZE WINNER DOES NOT PICK UP GRAND PRIZE CREDITS WITHIN 60 DAYS AFTER NOTIFICATION THAT THE GRAND PRIZE IS AVAILABLE FOR PICK-UP WILL BE AUTOMATICALLY DISQUALIFIED. IN SUCH EVENT, THE PRIZE WILL NOT BE RE-AWARDED AND WILL REMAIN THE PROPERTY OF STATION. No family member, friend or other person will be allowed to accept the prize on behalf of the Grand Prize Winner. Notarized affidavits and recorded statements may

be required from the contest administrator, witness and Grand Prize Winner to verify compliance with all material contract terms and conditions.

12. **BONUS PRIZE:** In the event there is not a grand prize winning entry, then the eligible contestant who submitted the guess determined to be closest to the winning project list as described in Section 9 above will be awarded **\$1,000 in the form of a company check made** payable to the verified winner Bonus Prize only, and available within six (6) to eight (8) weeks of Station's receipt of all required completed and signed documents. In the event of any tie for the bonus prize, the tie breaking procedure outlined above in Section 9 will be used to determine a maximum of one (1) bonus prize award winner.
13. **PARTICIPATING PROVIDERS:** The following describes the providers, service and product descriptions and restrictions associated with use of any credits selected by the Grand Prize winner or, to the extent applicable, use of the associated Bonus Prize ("Credit"):
- **Giant Floor:** A Credit which expires on 12/31/2017 from Giant Floor located at 1345 Route 315 Wilkes-Barre, PA 18702; 75 Morgan Highway, Scranton, PA 18505; and 3406 Route 611, Bartonsville, PA 18321 to be used for any Flooring products and services. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations) and installation. Does not include installation.
  - **Rowe Door Sales:** A Credit which expires on 12/31/2017 from Rowe Door Sales located at 77 Foote Ave, Duryea, PA 18642 to be used towards new or replacement Garage Doors. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). Grand Prize Winner must be located within Rowe Door Sales official Service Area to win. Installation valid Monday – Friday only.
  - **The Wire Guys:** A Credit which expires on 12/31/2017 from The Wire Guys located at 123 Warren Street, West Hazleton, PA 18202 to be used towards Electrical Services. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). Includes installation.
  - **Green Machine Professional Lawn Care:** A Credit which expires on 12/31/17 from Green Machine Professional Lawn Care located at 20 Harris Street, Kingston, PA 18704 to be used towards Lawn Care products and services. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). Grand Prize Winner must be located within Green Machine Professional Lawn Care official Service Area to win.
  - **Budget Blinds:** A Credit which expires on 12/31/17 from Budget Blinds located at 750 Wyoming Avenue, Kingston, PA 18704 to be used towards products and Blind Installation. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). Includes installation. Grand Prize winner must make an appointment with Budget Blinds for a quote and installation.
  - **PS Mortgage:** Located at 251 East Grove Street, Clarks Green, PA 18411. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). No application fee. No Restrictions.
  - **Borrell Construction Services, LLC:** A Credit which expires on 12/31/17 from Borrell Construction Services, LLC located at 1013 Wood Street, Scranton, PA 18505 to be used towards Roofing products and services. Restricted to offered Owens Corning Roofing Products carried by installer. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations).
  - **Marek Landscaping Hardscapes:** A Credit which expires on 12/31/17 from Marek Landscaping Hardscapes located at 234 Simpson Street, Dupont, PA 18641 to be used towards Hardscapes products and installation. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). No other Restrictions.
  - **Freeman the Treeman:** A Credit which expires on 12/31/17 from Freeman the Treeman located at 142 Sepko Road, Moscow, PA 18444 to be used towards Tree Service. Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). No other restrictions.
  - **Cresswell Drilling Company:** A Credit which expires on 12/31/17 from Cresswell Drilling Company located at 211 Lackawanna Trail, Dalton, PA 18414 to be used towards complete water systems including wells, pumps, pressure boosting, water treatment, filtration, purification, and/or softeners.

Winner is solely responsible for permits, code requirements, third party approvals (including, without limitation, landlords and condo associations). No other restrictions.

14. **In the event that Winner intends to have any of the Credits utilized for installation services in a residence, the winner and/or or his/her legal (per the laws of the state of Pennsylvania) spouse on the date of winning must be the legal record owner of a stand-alone or multi-family home or a condominium that is located in the State of Pennsylvania (“Eligible House”). Station reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds, tax records, or marriage certificates) in the event of an Issue Notice. If the Eligible Home is a condominium, then the Winner is solely responsible for research and obtaining any approvals from the homeowner’s associations (including, without limitation all costs and expenses associated with obtaining such approvals and authorizations). Eligible winner may be required to have a standard homeowner’s insurance policy on the home before any work will commence at the home. Station may require proof of such policy.**
15. Credits have no cash value, and may not be exchanged or redeemed for any other prize. All Credits must be used within the dates set forth in Section 13 above. Credits may be used in partial increments. Any unused portion of any Credits with a Participating Provider will not be refunded as Cash, and unused balances will expire on the dates set forth above. If the purchase of any product or service from a Participating Provider exceeds the amount of the remaining Credits attributed to that Participating Provider in the Issue Notice, then winner shall be solely responsible for the difference in the cost at time of prize delivery or acceptance.
16. Prizes are non-transferable. No family member or other person may accept prize on behalf of a winner.
17. **Winners will be responsible for coordinating all aspects of the use of all Credits, including, without limitation, those that involves installation and delivery to Winner’s residence and for dealing directly with all contractors. Station and MDM shall not be responsible for any work done by Participating Providers or their contractors. Above listed Credits may be subject to other restrictions communicated to Winner by the Participating Providers**
18. Winner must have a standard homeowner’s insurance policy on the home before any work will commence at the home. Station may require proof of such policy.
19. If the Eligible Home is a condominium, then the Winner is solely responsible for research and obtaining any approvals from the homeowner’s associations (including, without limitation all costs and expenses associated with obtaining such approvals and authorizations).
20. **Like all work in a home, there is always the possibility of significant delays (due to delays in obtaining materials, supplies, third party contractors, etc...) before, during or after the construction of work and/or increased costs or time due to unforeseen circumstances or conditions. Winner understands and accepts any such risk of delay or increased costs in excess of the line item caps above. Winner understands and agrees that Station and its sponsors are not responsible for any delays or increased costs, except with respect to a specific Participating Provider if the delay is due solely to its gross misconduct or gross negligence.**
21. Installation and delivery of materials and installation associated with the Credits shall be only to/at one address. Winner MAY NOT request installation or delivery to multiple addresses.
22. Prizes/Credits. In the event Winner is unable or does not desire to use some or all of the Credits issued, such Credits will be forfeited and no compensation or substitution prize will be awarded and Winner will still receive a IRS 1099 for 2017 for the full value of the Credits issued, whether used or not. If Winner elects not to receive some or all of the Credits, he/she must promptly execute a waiver releasing all claims associated with such Credits on or before 5pm on June 9, 2017 using a form provided by Station. Failure to do so in a timely manner will result in all of the Credits being awarded to the winner and the winner may receive a 1099 for the value of all Credits whether or not he/she elects to accept delivery or pick up all of the Credits.
23. There may be additional restrictions associated with or placed on each individual service/product provided above, which shall be communicated to the winner.

24. Winner is responsible for any non-inclusive charges, delivery fees, tips, taxes, or deposits in addition to those costs already included in these official Contest rules.
25. Winner may be allowed to upgrade or purchase additional services not specifically listed in these official Contest rules and must negotiate said purchased upgrades or additional services directly with the Participating Provider. It is Winner's sole responsibility for contracting and remitting payment for these additional services. Station has no liability to Winner or to the Participating Providers for the purchase of these upgrades or additional services. Station has no obligation whatsoever to Winner for any such additional services or goods (of the failure of Participating Provider) to provide or adequately provide any such additional services or goods. All such arrangements are made by the Winner at their sole cost, expense and risk.
26. **BY ENTERING THIS CONTEST, WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED AT THEIR OFFICE OR IN THEIR HOME AND AGREES TO COMPLETELY RELEASE STATION AND MDM FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM THE DAMAGE OF ANY PROPERTY OR INJURY OF ANY PERSON IN CONNECTION WITH OR ARISING FROM THE USE OF THE PRIZE AND THE WORK TO BE PERFORMED IN CONNECTION WITH THE PRIZE, REGARDLESS OF THE CAUSE. THE FOREGOING SHALL NOT RELIEVE THE PARTICIPATING PROVIDERS AND THEIR CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.**
27. **Neither Station, MDM nor any Participating Provider has made or is responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Credits or products or services redeemed from the Credits, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to any of the products or services received.**

#### **Odds of Winning:**

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28. The odds of any one entrant winning the Grand Prize in this Contest are 1:3,628,800. If there is no grand prize winner, then the odds of any one entrant winning the Bonus Prize in this contest will depend on the number of entries received but will be no greater than 1:10,000.

#### **Sponsor/Administrator**

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29. The sponsors of this contest are Entercom Wilkes-Barre/Scranton LLC d/b/a WILK AM/FM/WBZU/WKZN ("WILK Newsradio"), WGGY/WGGI ("Froggy 101"), WKRZ/WKRF ("98.5 KRZ"), and WMQX ("Max 102") (305 Highway 315, Pittston, PA 18640), Giant Floor (1345 Route 315 Wilkes-Barre, PA 18702; 75 Morgan Highway, Scranton, PA 18505; and 3406 Route 611, Bartonsville, PA 18321), PS Mortgage (251 East Grove Street, Clarks Green, PA 18411), The Wire Guys (123 Warren Street, West Hazleton, PA 18202), Budget Blinds (750 Wyoming Avenue, Kingston, PA 18704), Green Machine Professional Lawn Care (20 Harris Street, Kingston, PA 18704), Rowe Door Sales (77 Foote Ave, Duryea, PA 18642), Marek Landscaping Hardscapes (234 Simpson Street, Dupont, PA 18641), Freeman The Treeman (142 Sepko Road, Moscow, PA 18444), Borrell Construction Services, LLC (1013 Wood Street, Scranton, PA 18508), and Cresswell Drilling Company (211 Lackawanna Trail, Dalton, PA 18414).
30. This contest is administered by Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.

#### **Other Rules Specific to this Contest**

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31. **IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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 entrant and Sponsor in connection with this contest, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the

State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

### **Additional Eligibility Requirements**

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32. In addition to (and notwithstanding anything to the contrary in) the eligibility restrictions set forth in the Station's general contest rules, employees (including, without limitation, part-time or temporary employees) of Million Dollar Media, LLC, and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies at any time during the applicable contesting period and the immediate family (i.e., current and ex-spouses, parents, grandparents, children, grandchildren, and siblings and in-laws and steps in any of the foregoing categories) and other household members (i.e., roommates, housemates, significant others, and partners of each legally residing at the same address) are NOT eligible to enter and/or to win the Contest.

### **Official Rules & Winner List Requests**

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33. For a copy of these Official Rules or for a list of prize winner(s), send a self-addressed, stamped envelope to: \$100,000 Home Makeover Contest, c/o Entercom, 305 Highway 315, Pittston, PA 18640. PLEASE SPECIFY which you are requesting, official rules or winner list. Requests must be received by 8/31/2017. Winner list will be available after April 10, 2017.