

**WMBX X102.3 Black Business Ad Award 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 WMBX X102.3 Black Business Ad Award Sweepstakes (“Sweepstakes”) is open and offered to black-owned businesses who meet the following guidelines: (i) have been incorporated a minimum of two (2) years, (ii) have a corporate domicile in and hold a Palm Beach County business license, (iii) have an annual revenue of \$5,000,000 or less in fiscal year 2022, (iv) are not a business that would be deemed a competitor of Sponsor, (v) are not in any of the following industries/areas: a religious institution, the adult entertainment industry, a governmental entity, a school, a political affiliation, or in the CBD-related or marijuana industries. Employees of Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407 (the "Sponsor"), or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor, the "Sweepstakes Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. 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 begins at or about 12:00:00 AM Eastern Time ("ET") on August 14, 2023 and ends at or about 11:59:59 p.m. ET on August 31, 2023 (the "Sweepstakes Period").
- 3. How to Enter:** To enter, register to attend the 2023 City of Boynton Beach Black business Pop-Up Shop Event at Boynton Beach Arts & Cultural Center which will be held on August 31, 2023 (please note this is a free event) to automatically receive one (1) entry into the Sweepstakes random drawing.
- 4. Privacy Policies and Data Collections:** 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, mail or email address(es) provided on the Entry Form at the end of the Sweepstakes Period to administer and fulfill the Sweepstakes. Thereafter, Sponsor will only contact entrant as expressly provided for in accordance with their respective privacy policies and as otherwise set forth in other sections of these Official Rules.
- 5. Sweepstakes Random Drawing:** Then, on or about September 1, 2023, Sponsor will randomly select one (1) business to be deemed the Grand Prize winner, from among all eligible businesses that registered for the Event. Odds of being selected as the Grand Prize winning business depends on the number of eligible entries that were received during

the Sweepstakes Period. The potential Grand Prize winner will be notified by telephone and/or email on or about the day they are selected as the potential winner, and must respond to the winner notification within two (2) business days of Sponsor notifying them they are the winner. In the event Sponsor is unable to reach the Grand Prize winner within two (2) business days following the initial notification that potential Grand Winner may, at Sponsor's sole discretion, forfeit their right to be deemed the official Grand Prize Winner, and an alternate Grand Prize Winner may be selected by Sponsor, at Sponsor's sole discretion, time permitting.

6. Prizes and Approximate Retail Values ("ARV") - One (1) Grand Prize - The Winner/business will receive:

- A four (4) week advertising campaign on WMBX X102.3 with a value of \$10,000.00.
- Includes production of up to two (2) :30 second commercials (commercials may not be used on any other radio or television stations).
- Actual on-air weeks to air are at Sponsor's sole discretion, based on availability either during the 4Q2023 or 1Q2024 quarters.

ARV: \$10,000 in promotional and advertising value

The prize is non-assignable and non-transferable and not redeemable for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize, or portion thereof, for one of equal or greater value, for any reason. The Winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is solely responsible to pay all local, state and federal taxes associated with accepting the prize. Sponsor will work directly with the winning business to coordinate receiving their prize. All unclaimed or returned prizes remain the property of Sponsor. Winners understand and acknowledge that a 1099 form will be submitted by Sponsor to all appropriate taxing authorities for the value of the Prize as set forth in these Official Rules.

7. Verification of Potential Winner: In order to be confirmed as a Winner, and without limitation of any other terms herein, each potential Winner may be required upon Sponsor's reasonable request to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Winner is an eligible entrant, including but not limited to providing a copy of a potential Winner's Palm Beach County business license, or other documents, as required by Sponsor in order to verify eligibility and compliance with these Official Rules and be declared an official Winner. Winner will be required to sign and return to Sponsor, on or before September 30, 2023, an affidavit of eligibility and/or a liability/publicity release (except where prohibited) in order to claim his/her prize, or such other documents as Sponsor deems necessary, in its sole discretion (collectively, "Prize Claim Documents"). If a Winner cannot be contacted pursuant to the requirements set forth in Official Rule #5 above, or fails to sign and return the Prize Claim Documents within the required time period, such potential Winner may be disqualified and may forfeit his/her prize.

8. Entry Conditions and Release: By entering, each entrant and the Grand Prize Winner 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 Sponsor, its parent companies, affiliates, and subsidiaries, and the officers, directors, employees, representatives, and agents (collectively, 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 entry, creation of an entry or entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (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 and Winner's participation in the Sweepstakes and/or entrant's and Winner's acceptance, use or misuse of prize.

9. 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, hurricane, pandemic, natural or man-made epidemic of health of 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. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the Winners in a random drawing from all eligible entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes 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.

10. Limitations of Liability: The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, Winners, 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 entry process or the

Sweepstakes: (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; 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. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant and Winner further agree and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

11. Disputes/Governing Law: Entrant and Winner agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes, or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Florida under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Florida state or federal court judge with experience in entertainment matters who shall follow Florida law and the Federal Rules of Evidence and have no authority to award punitive damages. Any party may enforce a final arbitration award in any court of competent jurisdiction in Florida, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Illinois. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Florida; (iii) 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' fees; and (iv) 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. **EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY FOR ANY CLAIM OR PROCEEDING ARISING OUT OF THE SWEEPSTAKES OR THESE OFFICIAL RULES.**

12. Sweepstakes Winners: For the Sweepstakes Winner's name (available after September 30, 2023), send a hand-printed, self-addressed, stamped envelope by September 7, 2023 to: Winners List, WMBX X102.3 Black Business Ad Award Winners, Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.

13. Official Rules: For a copy of these Official Rules, visit one of Sponsor's radio station's websites at: www.X1023.com.

14. Sponsor: Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.