

## **Dave & Chuck The Freak's Backyard BBQ Sweepstakes—Official Rules**

NO PURCHASE/TEXT-MESSAGING IS NECESSARY TO ENTER OR WIN. A PURCHASE/TEXT-MESSAGE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE 50 UNITED STATES/DC AT THE TIME OF ENTRY. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF MICHIGAN WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

### **How to Enter for a Chance to Win**

The sweepstakes entry period runs from Thursday, July 2, 2015 through 12 Noon, Wednesday, July 29, 2015. There are four ways to enter:

(1) From Monday, July 13, 2015 through 12 Noon, Wednesday, July 29, 2015, -using your cellular phone or a two-way text-messaging capable device (collectively, the "Device"), text "MetroPCS" to **55678** to join the MetroPCS Mobile Club and receive periodic, recurring text messages with offers and deals from MetroPCS. By joining the MetroPCS Mobile Club, you authorize MetroPCS to send you future automated marketing text messages at the mobile number you have provided. Purchase is not conditioned on providing consent and no purchase is required. You will receive one or more bounceback messages. Follow the prompts in these messages to receive one (1) entry ("Entry") into the sweepstakes drawing. By texting "MetroPCS" to **55678**, you have confirmed that you are 21 years of age or older. Message and data rates may apply. Text "STOP" to **55678** to stop or cancel. Text "HELP" to **55678** for help. Limit one (1) entry per person.

Drawings will take place on or about the following dates:

- July 20, 2015
- July 27, 2015
- July 29, 2015

Winners will be randomly selected from among all eligible Entries received by that drawing date. A maximum of Thirty (30) Winners will be selected during each drawing, each winning a pair of passes to Dave & Chuck The Freak's Backyard BBQ on July 31, 2015. A maximum of One Hundred (100) potential winners will be selected through this method of entry

Potential prize winners will be notified by text and/or telephone at the phone number provided on Entry form and/or used for text Entry and will be required to contact 101 WRIF via phone (as directed in the notification text message/call) within 24 Hours of initial notification text/call, or prize will be forfeited and an alternate potential winner selected and notified (time permitting). Prior to being confirmed as a prize winner, potential winners must verify their eligibility with the Station. All potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor may award the associated prize to an alternate winner in its sole and absolute discretion, time permitting. If Sponsor is unable to confirm a prize winner within 48 Hours of each random drawing, the associated prize(s) will not be awarded. All potential winners are subject to verification (including age verification) by Sponsor, whose decisions are final and binding in all matters related to the contest. If any potential winner is found not to be eligible or not in compliance with these Official Rules, or if text/phone notification is returned as undeliverable (or unable to be connected), or winner does not respond to notification in the time set forth herein, such potential winner will be disqualified and an alternate will be selected and notified (time permitting), in Sponsor's sole discretion. An Entrant is not a winner of a prize unless and until Entrant's eligibility has been verified and Entrant has been notified that verification is complete.

When you use your Device and/or transmit data via your Device, standard data/text messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill

or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your Device's capabilities for specific instructions.

Attempts made by the same individual to submit multiple Entries, in violation of these Official Rules, by using multiple/different Devices, identities, and logins, or any other methods are prohibited and all Entries made by such an individual will be disqualified if detected. Automated Entries are prohibited and use of any automated or computer system to participate is prohibited and will result in disqualification if detected. All Entries shall be the property of the Sponsor and will not be returned. In the event of a dispute as to the identity of a text-messaging Entrant, the authorized account holder of the Device used to enter will be deemed to be the Entrant. "Authorized account holder" of a Device is the natural person in whose name the Device has been issued and to whom services are billed.

2) From July 2 to July 29, 2015, tune in to 101.1 WRIF to hear the on air sounder for listeners to call in. The correct caller to the WRIF studio line at (248) 544-WRIF as soon as the sounder plays, who also meets all eligibility requirements, will win a pair of passes to Dave & Chuck The Freak's Backyard BBQ. WRIF is not responsible for any failure of a caller to reach the WRIF studio hotline including but not limited to busy phone lines, misdirected calls, equipment breakdowns, or disconnections. Online listeners to the WRIF web stream may experience a reception delay of up to one minute. Listening to WRIF's over-the-air broadcast is the best way to participate in the on-air portion of this sweepstakes. Sweepstakes calls will be accepted only at the designated phone number. Winner confirmation is subject to FULL phone call completion, and the verification of the caller's name, address, home phone number, and work/cell phone number, all of which must be provided prior to completion of the call. A minimum of Twenty (20) winners will be selected through this entry method.

3) From July 2 to July 29, 2015, visit [www.wrif.com](http://www.wrif.com) to complete and submit the online entry form. Limit one online entry per person and per email address. On or about July 29, 2015, a minimum of Twenty-Five (25) potential winners will be selected by random drawing from all eligible online entries received, and will be notified by phone and/or email. Confirmed winners will receive a pair of passes to Dave & Chuck The Freak's Backyard BBQ.

4) Eligible individuals may register on site at one of the WRIF "Backyard BBQ" appearances across the Metro Detroit area from July 8 through July 30, 2015. Appearance dates and locations will be announced on the air and posted online at [www.wrif.com](http://www.wrif.com). Limit one entry per person, per appearance. At the conclusion of each appearance, a minimum of Ten (10) potential winners will be selected by random drawing and notified on site by a WRIF representative. Must be present to win at appearances. If the initially-selected winner is not present when his/her name is announced, s/he will be disqualified and a new name selected until the selected winner is present and confirmed. A minimum of Fifty-Five (55) winners will be selected through this entry method.

#### **Prize**

A minimum of Two Hundred (200) prizes will be awarded, each consisting of two (2) Passes to 101 WRIF's Dave & Chuck The Freak's Backyard BBQ on July 31, 2015 at the WRIF Studios, One Radio Plaza, Ferndale, MI. Event is by invitation only and passes must be presented in order to enter. Prize has no cash value.

Odds of winning depend on the number of eligible entries received through the particular entry method at the time of the drawing. Non-cash prizes are not redeemable for cash. WRIF reserves the right, in its sole discretion, to substitute any prize with one of equal or greater value. Winner may not request prize substitution. Prize is non-transferable and may not be claimed or used by any person other than the winner. Winner must claim prize as instructed by WRIF promotions personnel. If prize is not claimed as instructed, it will be forfeited.

#### **Eligibility**

All entrants must be at least 21 years old, a Michigan resident, and a legal resident of the United States. A winner will be disqualified if he/she or a member of his/her household has won a WRIF contest with a

value over \$50.00 within the previous 60 days. Employees (including their immediate families and members of the same household) of Greater Media Detroit, its affiliates, promotion sponsors including MetroPCS, advertising and promotional agencies who do business with WRIF or any of the promotion sponsors, and other radio stations in the Detroit metro survey area (as defined by Arbitron/Nielsen) are not eligible to participate. The term "immediate family" includes spouses, siblings, parents and legal guardians, children and legal wards, grandparents, and grandchildren, including "in-laws." Entries in excess of the stated limits will disqualify the entrant. Limit one winner per household. Void where prohibited.

### **Release**

By participating in this Sweepstakes, each entrant agrees (and agrees to confirm in writing, upon request) to release, indemnify and hold harmless Sponsor, MetroPCS, WRIF, Greater Boston Radio, Inc., and each of their respective affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from any and all liability for any: (i) act, failure to act, delay, or error relating to the transmitting or processing of entries; (ii) lost, stolen, delayed, damaged or misdirected entries/texts or for any failure of any website associated with the sweepstakes, technical hardware/software failures of any kind, SMS delays, lost/unavailable network connections or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any entry/text to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from texting or downloading any material in the Sweepstakes; (iii) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment, hardware, software or programming associated or used with the Sweepstakes; (iv) any conditions caused by events beyond the control of the Released Parties that may cause the Sweepstakes to be disrupted or corrupted; (v) any losses, liabilities, or damages of any kind resulting directly or indirectly from awarding, receipt, acceptance, use, or misuse of any prize awarded to entrant in the Sweepstakes or from entrant's participation in the Sweepstakes; (vi) any printing or typographical errors in any materials relating to the Sweepstakes; or (vii) 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. Each entrant also assumes all risk of any personal injury and/or property damage that occurs as a result of participation in this Sweepstakes, whether occurring before, during, or after the events described herein.

By entering this Sweepstakes, each entrant acknowledges his/her understanding that (s)he is providing information to the Sponsor. Information submitted to Sponsor by any entrant is subject to Sponsor's Privacy Policy located on their respective websites. If you are selected as a winner, your information may also be included in a publicly-available winners' list.

By entering into this Sweepstakes, each entrant represents and warrants that: (i) any information supplied by the entrant (including personally identifiable information) is accurate; (ii) the entrant has the right to provide such information to Sponsor and to grant the consents to use such information as provided herein; (iii) use of such information by the entrant or by Sponsor in the Sweepstakes, as described in these Official Rules, or for other promotional purposes will not violate the rights of the entrant or any third party; and (vi) that the entrant is at least twenty-one (21) years of age.

### **Disclaimer**

Each of the Sponsors undertakes no liability or responsibility, and makes no warranties, express or implied, with respect to the performance of the prize(s) awarded, for any failure to perform or negligent performance of any service provider, or for any other risk, incident or damage, direct or indirect, relating to or arising out of the sweepstakes, including (but not limited to) cancellations, postponements, delays or other scheduling changes; missed events or connections or inability of participant to attend; and accident, injury, death, damage or expense arising from or occurring during the use of the prize, or travel to/from or attendance at any event relating to the sweepstakes, by the participants and/or their guest(s). The Sponsors

are not responsible for damage to a prize or loss of a prize after the prize has been claimed. Winner must inspect prize or prize documents before leaving the WRIF studio. The Sponsors are not responsible for technical, hardware or software failure or malfunctions, lost or unavailable network or other telecommunications connections, or lost, late, damaged, illegible, inaccurate, incomplete, garbled, disconnected, or delayed sweepstakes entries or communications, whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes, or by any human error which may occur in the execution of this sweepstakes. If, for any reason, the Sweepstakes is not capable of being conducted as planned, including but not limited to infection by computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the control of Sponsors, each Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and/or determine an alternate method of awarding the prize.

### **License**

Entry into any contest constitutes full permission for WRIF and promotion sponsors and their respective affiliates to broadcast and/or to photograph or publish the participant's name, voice, recorded comments, biographical information, face and likeness, in any medium, without compensation.

### **Taxes**

WRIF will report the total value of each prize, if any, to the IRS and will furnish winner with a federal Form 1099. Winners may be required to provide their social security number to WRIF for tax reporting purposes, and are solely responsible for payment of all taxes incurred as a result of the award of a prize.

### **General**

Failure to conform to all sweepstakes rules, or any fraud or other illegal or inappropriate conduct on the part of an entrant, will result in the entrant's disqualification and forfeiture of any prize won. Sponsors reserve the right to rule ineligible listeners who, in the Sponsors' sole judgment, engage in abusive conduct with respect to any contest or promotion conducted by Sponsors or their affiliates. Each of the Sponsors reserves the right to cancel, suspend and/or modify this Sweepstakes and these Official Rules at any time, which changes will become effective upon announcement. By taking part in this sweepstakes, participants agree to be bound by these rules and all decisions of the judges, who are employees of the Sponsors and whose decisions with respect to all aspects of the sweepstakes are final and binding. Copies of written sweepstakes rules and the list of winners are available during regular business hours at the WRIF studio, One Radio Plaza, Detroit, MI 48220, for 60 days after the sweepstakes concludes. As a condition to participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Oakland County, MI, having competent jurisdiction, which court shall apply the laws of the State of Michigan, without regard to the conflicts of law principles thereof. The entrant and Sponsors hereby waive any and all right to trial by jury. If any provision of these Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. All federal, state and local laws and regulations apply.

### **Sponsors:**

Greater Boston Radio, Inc. d/b/a WRIF, One Radio Plaza, Ferndale, MI 48220;  
MetroPCS, 28505 Schoolcraft Rd. Bldg. 6, Livonia MI 48150