



May 29, 2019

**'CAT COUNTRY 98.7 Dad's Pinewood Derby
CONTEST RULES AND REGULATIONS**

The specific rules for this Contest written below are in addition to "Cat Country 98.7 General Contest Rules" dated 09.15.19. If there is a conflict in language, these specific rules will govern.

Contest Name: ***Dad's Pinewood Derby (the 'Contest')***

Station(s): CAT COUNTRY 98.7 – WYCT(FM), PENSACOLA (the "Stations(s)")

Station Business Address: 7251 Plantation Road, Pensacola, Florida 32504

Station Business Telephone: 850-262-6000

1. Description of Contest/Contest.

A. DATE OF CONTEST: 05/29/19-06/16/19

B. NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Void where prohibited. Odds of winning depend upon the number of participants.

C. HOW TO ENTER

To enter to be a ***Dad's Pinewood Derby Qualifier*** ("Qualifier"), entrants must visit the Station's website at CatCountry987.com and register with your required contact information. Open to "Dad's" 21 and up.

D. HOW TO PLAY

- A. 32 random entries will be selected as qualifiers from the list of entries received on Tuesday June 4th. Qualifiers will be able to come to the station and pick up their official "Pinewood Derby Car Kit." **Only one Qualifier per household is allowed.**
- B. Qualifiers must attend the ***Dad's Pinewood Derby Race on Sunday, June 16, 2019*** at Cordova Lanes. Qualifiers must check in on-site at the between 12pm and 1pm Central Time. Late arrivals will forfeit and be ineligible to win the ***Dad's Pinewood Derby***. **No substitutes or proxy stand-ins are allowed.**
- C. All eligible participants must check in their Pinewood Derby Cars for inspection by Scouts from Pack 477 between 12p– 1p at Cordova Lanes (2111 Airport Blvd, Pensacola, FL 32504) and be assigned a number 1-32. Qualifiers will be chosen at random out of a hat to match up their Pinewood Derby cars in a double elimination bracket. Each Qualifier must lose twice to be out of the competition.
 - a. Each car's weight must not exceed 5 oz.
 - b. Width shall not exceed 2-3/4 inches. **Length** shall not exceed 7 inches.
 - c. Height may not exceed 5 inches.

- d. All Wheels and Axels must come from the official regulation Derby Kit provided by the station.
 - e. The car may be painted as you see fit
 - f. Once the cars has been checked in it may not be touched again except by race officials.
 - g. Weight can be added in any way that qualifiers see fit up to 5 oz.
 - h. Best of Show will be judged by qualifiers. Each qualifier may vote once for the car they think is "Best of Show," but it can not be their own car.
- D. Odds of a Qualifier winning the Dad's Pinewood Derby depend on the number of Qualifiers who show up at the Race Event, but chances of winning are no worse than approximately 1 in 32.
- a. Qualifiers must execute and return any required affidavit of eligibility and/or liability/publicity prior to participating in the Race Event. If a potential Qualifier does not show up for the Event, fails to complete, sign and return the required affidavit of eligibility and liability/publicity release or provide required identification by the deadline established by Station, and/or is not in compliance with these Official Rules (including eligibility requirements), potential Qualifier will be disqualified and will forfeit the Qualifier Prize.
- E. The Dad's Pinewood Derby Prize must be claimed following the conclusion of the Race at the Station at 7251 Plantation Road, Pensacola, FL 32504 during regular business hours. Winner is responsible for all transportation costs of Prize. Winner will forfeit any Prize or Prize certificate not claimed within 30 days of winning.
- F. All decisions of station management with respect to the Contest are final.

E. ELIGIBILITY

This is a local contest sponsored by Cat Country 98.7, and it has no connection to any other organization. **The Contest is open to all Cat Country listeners 21 or older who reside in Escambia and Santa Rosa County, Florida and Baldwin County and Escambia County, Alabama. Qualifiers may only qualify once for duration of this Contest.**

Any Prize not awarded due to ineligibility of contestant are returned to the Station.

F. PRIZES

- A. All Qualifiers will receive 2 passes for Cordova Lanes.
- B. All Qualifiers will get a case of Mountain Dew.
- C. Trophies will be award to 1st, 2nd, and 3rd Place and Best of Show
- D. Every Qualified Dad Car that crosses the finish line will receive dinner at Beef O'Brady's.
- E. BEST OF SHOW Winner (Best Looking Car) will receive a Jim's Firearms Gift set valued at \$450.
- F. Pensacola Motor Sports has gift cards for 1st, 2nd, and 3rd.
- G. 4 Tubes or 2 Canoes from Blackwater River Canoe Rentals for 1st, 2nd, and 3rd
- H. Cash Prizes awarded for 1st, 2nd, and 3rd (\$500 for 1st, \$200 for 2nd, \$100 for 3rd)

- I. 1st Place winner will receive a Fly Away for 2 to see Thomas Rhett in Concert with Hotel, and Airfare.
- J. Station reserves the right to substitute Prizes of equal or greater value with 48 hours on-air notification
- K. Qualifier prizes may be awarded as per above rules.
- L. All Prizes are awarded as-is. There is no substitution, transfer, or cash equivalent for Prizes, except that Station may, at its sole discretion, substitute Prizes of comparable value or cash. The Prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Station is not responsible for Winners' limitations that prevent acceptance, use, or nonuse of Prize. Entrants acknowledge that the Released Parties, as defined herein, have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any Prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the Prize or as may be separately provided to participants by law. Other restrictions may apply.
- E. Any Prize certificates or coupons are subject to the terms and conditions as set forth by the issuer of the certificate or coupon. Such certificates and coupons are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will such certificates or coupons be replaced if unused, lost, stolen, or damaged.
- F. Any travel Prize must be completed by the deadline established by Station. Guests who are minors must be accompanied at all times by parent or legal guardian. All air travel will be coach-class from major airport nearest Winner's home to destination. All hotel stays will be standard rooms, double occupancy. Winner and guests must travel on the same itinerary and must have valid identification and all other documents necessary for air travel. Guest (and parent or legal guardian of guest who is a minor) may be required to complete and return release prior to accompanying Winner on Prize trip. Winner and guests are responsible for all applicable travel and other insurance, all applicable airport and travel charges, including, without limitation, baggage charges, airport taxes, and fuel surcharges. Airline tickets are non-refundable/non-transferable and are not valid for frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Station will not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, transportation companies, Prize providers or any other persons providing any Prize-related services. Airline tickets and hotel stays are subject to availability, and certain blackout dates may apply. Actual value of Prize trip may vary because of fluctuations in airfare and other factors. If actual value of Prize is less than the stated ARV, difference in Prize value will not be awarded
- G. Provision of any Prize involving Station talent will be scheduled on dates as agreed by Winner and Station talent.

G. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the Winners. Winners will be required to complete and submit an IRS Form W-9 or the equivalent including the Winner's full Social Security Number for receipt of any Prize valued at \$600 or more or for any Prizes awarded by Station in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the Prize.
- b. Prior to awarding any Prize or Prize certificate, and depending on the nature of the Prize and eligibility requirements of the Contest, the Station in its sole discretion will require verification of Contest Winner's identification by a showing of valid government-issued photo identification. By entering, participating and/or accepting a Prize in the Contest, each entrant, Winner, and guest if applicable, agrees not to sue and to release, discharge, indemnify, hold harmless, and absolve the Station, Prize providers, the Station's sponsors and promotional partners, the Station's advertising and promotion agencies and each of their respective parent, subsidiary and affiliated entities and the officers, shareholders, directors, employees, agents, and representatives and the successors and assigns of each of them (the "Released Parties") from and against any and all claims, demands, actions, suits, losses, expenses, costs, damages, and liabilities including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses arising directly or indirectly from the Prize or participation in the promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of Prize or participation in any Contest-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.
- d. Station, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Contest if he or she tampers with the entry process, the operation of the Contest, or the operation of Station's web channel or is otherwise in violation of the Official Rules or direction of Station. If a dispute arises regarding compliance with these Rules, Station may consider, in its sole discretion, data reasonably available to Station through information technology systems in Station's control, but Station will not be obligated to consider any data or other information collected from any other source. Station further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the entry portion of the Contest, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest as determined by Station in its sole discretion. If due to circumstances beyond the control of Station, any competition or Prize-related event or travel is delayed, rescheduled, postponed or cancelled, Station reserves the right, but not the

obligation, to modify, suspend, or cancel the Contest and shall not be required to award a substitute Prize.

- e. For those viewing/listening to the Station stream on the Internet or other non-broadcast means: Please be advised that you may be listening to a delayed stream of the broadcast signal, which may vary depending on your computer's memory capacity and your internet connection. For that reason, we strongly recommend that you turn on your radio to the Station to participate in this or any other call-in contest to be sure you are participating in "real time." The Station assumes no responsibility for contestants not making timely phone calls to the Station as a result of the delays in the method of viewing/listening.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of a Prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals or 3rd Party Applications or vendors; or any other difficulties that may prevent an individual from entering or participating, or (iii) lost, stolen, mangled, misdelivered, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Contest Prize cannot be awarded due to acts of God, acts of war, natural disaster, weather, acts of terrorism or other factors beyond the Station's control.
- g. All Prizes must be accepted as awarded and are non-transferable. To claim Prize, Winner must come to the station during the hours of 8:30am to 5:30pm Monday through Friday, within 30 days after winning, and provide government-issued photo ID which Station will copy for file. Winner must fill out IRS W-9 Form. After identification procedure and forms are satisfactorily completed, Winner may claim their Prize. If Prize is cash Prize, it will be sent to Winners mailing address no later than 30 days after Prize is won. The station's business office is at 7251 Plantation Road, Pensacola, Florida.
- h. The Internal Revenue Service requires the radio station to report total annual winnings of \$600 and above. This is done via an IRS 1099 filing in January of the following year; a copy will be mailed to the address provided by the contest winner. The radio station will withhold 24 percent federal withholding tax from any cash (or cash equivalent) Prize greater than \$600 and this withholding will be remitted to the IRS in the name of the contest winner.

See "Cat Country 98.7 General Contest Rules" dated 09.15.19 for important additional Prize information.