WEEI – "Small Business Hits It Big" Official Contest Rules

These contest rules are specific to the **Small Business Hits It Big Contest** (the "**Contest**") conducted by Audacy Massachusetts, LLC d/b/a WEEI (the "**Station**"). 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 on the contest page on the Station's website at https://www.audacy.com/weei/contest-rules. As a preventative measure in light of COVID-19 (Coronavirus), copies of the specific Contest rules and the Station's general contest rules will not be available at the Station's studio. **To the extent the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

Who Can Enter

- 1. No purchase or payment of any kind is necessary to enter or participate in this Contest. A purchase or payment will not increase your chances of winning.
- 2. Entrants must be 18 years of age or older, residing in the state of Connecticut, Maine, Massachusetts, New Hampshire, or Vermont as of March 5, 2025. Entrants must be an owner or principal of an Eligible Business (as defined below), or an employee of the Eligible Business that has been duly authorized by an owner or principal to submit an entry on behalf of the Eligible Business. An "Eligible Business" shall mean a company, product or service business that, as of March 5, 2025 meets the following criteria: (i) it is headquartered in or has a physical location within the designated geographic borders of Connecticut, Maine, Massachusetts, New Hampshire, or Vermont; (ii) it is a for-profit corporation, limited liability corporation, partnership, limited partnership or sole proprietorship; and (iii) has thirty (30) employees or less. Employees, officers, directors and agents of Sponsors, Administrator, and each of the foregoing's affiliates, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or be an owner or proprietor of a winning Eligible Business.

How to Enter

- 3. Beginning on Thursday, March 6, 2025 at approximately 12:00am (ET) and ending on Sunday, March 30, 2025 at approximately 11:59pm (ET) (the "Entry Period"), enter online at https://www.audacy.com/weei/contests (the "Website"), click the Contest link and follow the instructions to enter.
- 4. Entrant must complete and submit the online entry form on the Website during the Entry Period telling us in five hundred (500) words or less about your Eligible Business and what inspired you to become a business owner (the "Essay"). Additionally, entrants must enter in the online entry form (i) the Eligible Business' legal name as registered with the state of Connecticut, Maine, Massachusetts, New Hampshire, or Vermont; (ii) the Eligible Business' d/b/a name (if applicable); (iii) the entrant's first and last name, date of birth, telephone number, and valid email address; (iv) the address of the Eligible Business (including city and state), and (v) the link to the Eligible Business' website or social media page. Entries may only be submitted by an owner or principal of an Eligible Business, or an employee of the Eligible Business that has been duly authorized by an owner or principal to submit an entry on behalf of the Eligible Business (each an "Entrant").

- 5. Station is not obligated to read any of the submitted Essays. Essays are required to complete an entry but will not be a determinant factor in selecting winners.
- 6. Only one (1) entry per Eligible Business is permitted during the Entry Period.

How to Win

- 7. On or about Monday, March 31, 2025, Station judges will review all Essays and will select up to one (1) Essay, based upon any lawful criteria as determined by the Station in its sole discretion and, upon verification of eligibility and compliance with the Contest Rules, will receive the one (1) Prize in this Contest (as described in Section 10 below) (the "Winning Business").
- 8. The Station will contact the named Entrant of the potential Winning Business by telephone or email on or about Monday, March 31, 2025. If the Entrant of a potential Winning Business cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability and publicity release within one (1) business day of being contacted, or if a notification is returned as undeliverable, the Entrant and potential Winning Business forfeits the right to be a Winning Business, and the Station shall have the right, but not the obligation, to select another Winning Business from among the remaining eligible entries.
- 9. Odds of winning the Prize in this Contest shall depend upon the number of entries received in the Contest.

Prize(s)

- 10. The up to one (1) verified Winning Business in this Contest will receive one (1) Prize in this Contest, valued at approximately \$13,750.00 and including the following (the "**Prize**"):
 - a. The creation of one (1) Station produced fifteen (:15) second commercial (the "Commercial") for the use of broadcast advertising on Station (as detailed below), courtesy of the Station. Content of Commercial shall promote Winning Business ONLY and is subject to Audacy's Standard Advertising Terms and Conditions. Station will have final say and approval over Commercial content. Station will accommodate Winning Business with a reasonable amount of creative consultation time, the amount of which will be determined by the Station at its sole discretion. Winning Business will receive a digital MP3 copy of Commercial once complete. Commercial may not be utilized for advertising on any entity or platform other than Audacy operated radio stations and digital platforms. No other use is permitted without the prior approval of Audacy.
 - b. One (1) run of schedule advertising campaign on WEEI-FM consisting of fifty (50):15 second commercial units to run Monday through Sunday between 5:00am (ET) and 12:00am (ET), valued at approximately \$13,750.00, courtesy of the Station. The campaign must run as a one (1) month schedule between April 3, 2025 and May 5, 2025. Exact broadcast air times are to be determined by Station at its sole discretion. Prize is valid for advertising of Winning Business only. No portion of this Prize may be transferred or assigned to any other person, business, or entity.
 - c. One (1) two (2) minute interview with The Greg Hill Show promoting the Winning Business, which will air sometime between April 3, 2025 and May 5, 2025, courtesy of the Station.
- 11. All advertising to run on the Station is subject to Audacy's Standard Advertising Terms and Conditions (available at https://audacyinc.com/standard-advertising-terms-conditions/). The specific days of the week and specific times of day the advertising will air shall be at the sole discretion of the Station. In addition, Station shall have the right, without limitation, to (a) decline clearance of any advertising provided or approved by Winning Business, without liability to Station, if such advertising does not conform to Station's standards and practices as

uniformly applied; (b) pre-empt any advertising in order to fulfill its obligation to broadcast coverage of matters of local, national or international importance; (c) pre-empt any advertising in order to fulfill an obligation to broadcast certain programming including without limitation live or taped delayed sports programs; and (d) pre-empt any advertising if the Station is oversold and/or in order to broadcast political advertisements, provided that the Station will provide make-goods for any of Winning Business' advertisements that are preempted.

- 12. The only winner in this Contest is the Winning Business, <u>not</u> the Entrant. If the Station determines that the Entrant is not properly associated with an Eligible Business, the Eligible Business does not meet any eligibility requirements, or the Eligible Business refuses to accept or fails to timely accept the Prize in this Contest, the potential Winning Business forfeits the Prize, in which the Prize may not be awarded in this Contest or, in its sole discretion, the Station may elect to select another potential Winning Business.
- 13. The Winning Business is responsible for paying all applicable local, county, state and federal taxes associated with the Prize, and will be issued an IRS Form 1099 for the \$13,750 Prize for the 2025 tax year.

Sponsor(s)

14. The sponsor of this Contest is Audacy Massachusetts, LLC.

Other Rules Specific to This Contest

- 15. The Station may require selected Entrant or Winning Business to produce documentation (as determined in the Station's sole discretion) evidencing eligibility in this Contest.
- 16. Notwithstanding anything to the contrary in these rules or otherwise by the Station, in no event is the Station required to confirm eligibility or eliminate ineligible Entrants or businesses prior to selecting winner. In the event that any selected winner is determined to be ineligible at any time, Entrant and business will be disqualified and not entitled to any prize in this Contest. In such event, the Station may select an alternative winner from among all other entries received, time permitting, but shall not be required to select an alternate winner.
- 17. All entries become the property of the Station and will not be acknowledged or returned. Entries received that are illegible or from ineligible Entrants will be void. Entries that are determined to be fraudulent will be void, and the person making such an entry barred from further participation in this Contest (which the Station decision may not be disputed or appealed).
- 18. Inquiries by Entrants or potential Entrants to the Station (whether in person, by email, or by telephone) regarding the status of their entry or questions about this Contest may or may not be responded to and the Station is not obligated to respond or to treat all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact the Station's desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any Station employee in connection with any such inquiry, such information shall not be binding on the Station (the sole determining information related to this Contest is as set forth in the applicable Contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular contestant over another. Any attempt by the Station to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.
- 19. Prize will be released to the Winning Business only. Winning Business is required to present a valid United States tax ID number (or, in the event of a sole proprietorship or

partnership, social security number) in order to receive a prize. Winning Business may be required, in the Station's sole discretion, to sign one or more liability release agreements relieving the Station, its parents, subsidiaries, officers, directors, members, managers, employees, agents and contest Sponsors from any and all liability with respect to the contestant's participation in the Contest and the receipt and/or use of the prize. Any person who refuses to sign the Release and/or provide a tax ID number or social security number or complete or provide any other documents required by the Station by the deadline required by the Station will forfeit any and all prizes.

- 20. By participating in an the Station Contest, Entrants hereby agree and each Entrant hereby (on behalf of the Entrant and the Eligible Business) remises, releases and forever discharges and agrees to indemnify and hold harmless the Station, and each of their affiliates, parents, assigns, successors, employees, Sponsors, agents and all others connected with them and the promotion, Contest, and/or event from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, Contest, and/or event and the receipt and use of any prize(s) awarded (if any) through such promotion, Contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by the Station, its affiliates, parents, assigns, successors, employees, Sponsors, agents and all others connected with them and the promotion, Contest, and/or event.
- 21. By participating in a Station Contest, Entrants hereby consent, on behalf of themselves and the Eligible Business, to the Station and Sponsors, usage of any one or more of the following for any advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the Contest; and the substance of the contestant's telephone call, entry form, videos, photos or any other contest submissions. By entering or participating in any Station contest, Entrants understand and agree on behalf of themselves and the Eligible Business that the Station may take photographs and/or videotape and/or audiotape any contestants participation, appearance and/or performance in connection with any Station contest (before, during or after the Contest) and that the Station will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the Contest with no compensation to the Entrants, including without limitation posting any such photographs, audio and/or videos on its website.
- 22. As part of the entry process, Entrant may be provided with an opportunity to opt-in to (i) receive solicitations from Station with information on radio advertising; provided, however, agreeing to receive such solicitations is not a condition of entry into this Contest and will not increase your chances of winning.
- 23. The entry process may require Entrants to login to, or to create, a free account with the third-party provider of a software platform used by the Station for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
 - a. Limit one (1) account with the Software Provider per email address. Software Provider is not a sponsor of this Contest, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "Software Provider Policies").
 - b. If the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes

- the Software Provider and the Station to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.
- c. While agreement to the Software Provider Policies may be required in order to enter the Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.
- d. Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Station in its sole and absolute discretion deems to materially and adversely affect the Contest, the Station reserves the right to (1) suspend the Contest; (2) terminate the Contest without a Winner; (3) terminate the Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Station's sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
- e. Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.