

## **Rules for Forevermark Diamond Giveaway Contest (3<sup>rd</sup> Party Sponsor is Marquirette's Exquisite Jewelry):**

- 1) Listeners will submit their full name and address all information through the registration form on any of the Bluewater station websites by clicking on the Marquirette's Diamond Giveaway banner. Incomplete entries are not valid!
- 2) Starting Monday, June 10<sup>th</sup>, at 6a, and continuing on until 6p, we'll randomly choose one name from all entries and that name read over the air
- 3) Starting from the point the name is read over the air, that person has the rest of that hour to call us at 334-396-5477 to become a qualifier
- 4) If the person whose name was called does not call us back on the provided number by the end of that hour, we will draw another name to be read over the air at the top of the next hour, and so on until 6p
- 5) We will continue to draw a new name every hour from 6a to 5:59p until the person calls in the allotted time
- 6) Contest will be conducted on weekdays from June 10<sup>th</sup> through June 21<sup>st</sup>
- 7) All qualifiers will come to Bluewater Broadcasting to pick up their invitation to the event. ID is required to pick up invite, but they are allowed a proxy on the day of the event
- 8) A minimum of 120 qualifiers will be chosen from the Bluewater contest...Marquirette's will hold an on-site registration to qualify more people at their discretion
- 9) Event date will be Tuesday, June 25<sup>th</sup>...qualifiers must be present or designate a surrogate to act on their behalf
- 10) Each qualifier receives a prize from Marquirette's
- 11) We will give away the Forevermark Diamond by means of an elimination drawdown...each qualifier will draw a number from 1 to 120 (possibly more depending on how many qualifiers will be drawn on-site at Marquirrettes) upon arrival. There will be a "bingo ball" set where we will put 120 (plus x from Marquirette's registration) numbered balls (the number of qualifiers) into the bingo set, and we will draw out a set number of balls in specific time increments to be called out. If your number is called out, you are no longer in the running to win the Forevermark Diamond, but you will have an opportunity to win another prize
- 12) Each qualifier who gets their number called out throughout the evening with automatically be put back into a separate drawing for the "Second Chance Prize". The "Second Chance Prize" is open to all qualifiers EXCEPT the last two people standing who haven't heard their number called out, yet.
- 13) For the "Second Chance Prize", five numbered bingo balls will be drawn at the end of the grand prize contest to determine the five winners. Those five winners will have their choice of five pre-designated prizes to choose from in the order of which their number is called
- 14) For the Grand Prize, when the last two people are standing, the NEXT bingo ball number that is called will determine the first runner-up...that person will receive a designated

prize! The last person standing (the last numbered ball in the bingo set) will be the Grand Prize winner and will receive the One-Carat Forevermark Diamond

- 15) No purchase necessary
- 16) You must be at least 18 (eighteen) years of age to participate in promotional events or On-Air Contests
- 17) Contest are open to the public, with the exception of employees of Bluewater Broadcasting LLC, participating sponsors, former employees, employees of all other radio stations in a 60-mile radius, immediate family members of the aforementioned and/or persons residing in their household(s). Immediate Family members include parents, step-parents, siblings, step-siblings, children, step-children and spouses. Household members means anyone residing in the same residence for at least 3 months out of the year
- 18) One winner per household per 30(thirty) day period. One winner per 90(ninety) day period on prizes valued over 50(fifty) dollars
- 19) Bluewater Broadcasting LLC may amend or change these rules without prior notice.
- 20) Prizes given away are 'as is' and Bluewater Broadcasting shall not be held liable for failure of a participating sponsor(s) to deliver said prizes.
- 21) Prizes are nonrefundable and nontransferable.
- 22) All state local and federal taxes are the sole responsibility of the winner(s).
- 23) Winner(s) agree that their likeness, name, photo and/or voice may be used for promotional purpose by Bluewater Broadcasting and/or its participating sponsors free of compensation.
- 24) All invitations awarded to qualifiers must be claimed in person at Bluewater Broadcasting of Montgomery, located at 4101-A Wall Street, Montgomery, AL 36106 within 2 (two) weeks of winning or prize will be forfeited. Our hours of operation are Monday through Thursday 8:00(eight) am to 5:00 (five) pm and Fridays from 8:00(eight) am to Noon. Winner may be required to show picture identification to claim certain prizes. All cash awards will be awarded in the form of check and may be claimed after 7(seven) days of winning. In the event the value of the prize(s) is over \$599.00 (five hundred-ninety nine) dollars winner(s) will receive the appropriate Internal Revenue Service form(s) for tax purposes. All additional jewelry prizes, "goodie bags" and Grand Prize will be claimed on-site at Marqurette's in PepperTree
- 25) Certain events may require participant(s) to sign waiver documentation releasing Bluewater Broadcasting LLC of any and all liability that may be incurred due to bodily injury, loss of income, employment or any and all other extenuating circumstances that may result from participating in the event.
- 26) Bluewater Broadcasting of Montgomery may modify or terminate a contest(s) at anytime with no prior written or vocal notice. In the event of any tie, a random drawing will be held to determine a sole winner. Any person and or persons who use fraudulent means to win a prize(s) will be disqualified from any and all current or future promotions, and at the discretion of Bluewater Broadcasting, legal action may ensue.
- 27) Violation of any of the official rules will result in immediate forfeiture of all prizes and may result in a permanent ban on participating in any future promotional events by Bluewater Broadcasting and its participating sponsors.

- 28) The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest or 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 Contest or Sweepstakes; (4) technical or human error which may occur in the administration of the Contest or 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 Contest or Sweepstakes or receipt or use, non-use or misuse of any prize
- 29) Entrant agrees that: any and all disputes, claims and causes of action arising out of or connected with a Contest or Sweepstakes, or any prizes awarded, other than those concerning the administration of the Contest or Sweepstakes or the determination of the winner, shall be resolved individually, without resort to any form of class action
- 30) All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Bluewater Broadcasting to be used, disposed of or destroyed in its sole discretion. Bluewater Broadcasting is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to a Bluewater radio station website.
- 31) Some Bluewater Platforms may request that you voluntarily provide personal information for purposes such as correspondence, site registration, membership, making a purchase, or participating in contests or online surveys. Information that we may ask you to provide may include your name, e- mail address, telephone number, mailing address, and birth date
- 32) Whenever you access or interact with the Bluewater Platform, we, as well as any third-party advertisers and/or service providers, may use a variety of technologies that automatically or passively collect information about how the Bluewater Platform is accessed and used ("Usage Information")
- 33) If you enter a contest or sweepstakes, or participate in a promotional event, Bluewater will ask you to provide information about yourself (such as your name, address, and email address). Among other things, we will need this information to contact you if you win, and we may also use this information for marketing purposes. We may share this information with any sponsors and prize providers of the contest, sweepstakes, or promotional event; sponsors and prize providers will be identified in the official rules. We may also share this information with or other third-party service providers that help administer our contests, sweepstakes, and promotional events, such as by conducting drawings, and/or delivering prizes to winners. If you do not want to provide the requested information or have the information provided to sponsors, prize providers, or other third-party service providers, please do not enter the contest, sweepstakes, or participate in the promotional event
- 34) Bluewater may share your Personal Information with third parties that perform functions on our behalf (or on behalf of our partners) sponsors or other third parties

that participate in or administer our promotions, surveys or provide marketing or promotional assistance and our partners in co-branded sites and promotions. Your Personal Information may also be used by us or shared with our subsidiaries, affiliates, sponsors, partners, advertisers or other third parties in connection with marketing, promotional, and other offers, as well as product information, and for such third party's analytics and market research

35) By entering into any Bluewater contest, you agree to provide the necessary information to be able to identify you and contact you, and Bluewater agrees to protect your information and promise that we will not use, disclose, sell or trade information except to 3<sup>rd</sup> party sponsors. Furthermore, Bluewater is not responsible if the information accidentally gets out as an oversight on our part or the contest participant's part