



OFFICIAL GENERAL CONTEST RULES

The Bert Show, LLC

Any individual who enters, attempts to enter or in any way participates or attempts to participate in any contest, sweepstakes or giveaway (collectively, hereinafter referred to as a "Contest") conducted by The Bert Show, LLC ("TBS") (each such individual hereinafter referred to as a "Participant") agrees to be bound by the terms and conditions set forth in these Official General Contest Rules (the "Contest Rules"), as well as by TBS' interpretation of these Contest Rules which are final and binding in all matters relating to any Contest. Some Contests will have specific rules developed for them (hereinafter, "Specific Contest Rules"). In the event there is a discrepancy or inconsistency between these Contest Rules and any Specific Contest Rules, the Specific Contest Rules that specific Contest shall prevail.

Terms and Conditions

1. **No Purchase Necessary.** Unless otherwise set forth in Specific Contest Rules, no purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.
2. **Applicable Law (Void Where Prohibited).** All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in Contests is void where prohibited or otherwise restricted by law.
3. **Contest Descriptions.** All TBS Contests will be described through electronic, print or on-air advertising or promotion and governed by these Contest Rules, unless the Contest has Specific Contest Rules developed for it.
4. **Eligibility to Participate.**
 - a. **Geographical, Age and Parental Consent Requirements.** Unless otherwise specified, each Contest is open to legal residents of the United States, who are least 21 years of age or older at the time of entry. If a Participant has not reached the age of 21, they must obtain permission from their parent or legal guardian prior to entering a Contest.
 - b. **Ineligible Participants.** TBS employees, agents, contractors, officers and directors, and any entity involved in the sponsorship, development,

production, implementation or distribution of a Contest, as well as any affiliates of such entities are prohibited from not eligible to participate in a Contest. Immediate family members of any of the foregoing (and those living in the same household, whether a family member or not), are prohibited from participating in a Contest and do not, in any event, qualify as a Participant. "Immediate family members" include spouses, siblings, parents, children, stepparents, stepchildren, stepsiblings, grandparents and grandchildren, whether as in-laws, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

- c. Past Prize Winners. Participants may only win a Contest once every ninety (90) days; provided, however, in the event a Participant has won a prize valued over \$500, the Participant shall be ineligible to win another prize for a period of twelve (12) months.
- d. Employer Restrictions. Participant shall be solely responsible for reviewing and understanding Participant's employer's employee policies regarding Participant's eligibility to participate in contests. Participant may be disqualified from entering a Contest or receive prizes if Participant is participating in a Contest in violation of his or her employer's policies. In no event shall TBS be liable to the Participant for disqualification from a Contest pursuant to this Section 4.d.

5. How To Enter

- a. Methods. Contest entries may be submitted as advertised or otherwise prescribed by TBS for the Contest. Generally, entries may be submitted by some or all of the following methods: (1) by phone: 1-855-BERTSHOW; (2) by postal mail to: The Bert Show, LLC 780 Johnson Ferry Road Atlanta, GA 30342; (4) by electronic mail sent to: _____@thebertshow.com; (5) web entry at www.thebertshow.com; or (6) text to 64636.
- b. Entry Period. Entries must be made during the time periods advertised or otherwise prescribed for each Contest (the "Entry Period") and, unless otherwise stated, will require at a minimum the Participant's name, address, telephone number and age.
- c. Entry Ownership. All submitted Contest entries and/or related submissions are the sole and exclusive property TBS upon transmission. Contest entries are not eligible to be returned and may be used by TBS for any purpose whatsoever related to any Contest, without additional compensation to the Participant or any other individual or entity.
- d. Disclaimer. In no event shall TBS be responsible for any issues with Contest entries, including, but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible or cannot be completed due to

electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of TBS.

- e. Multiple Entries. Unless otherwise set forth in any Specific Contest Rules, multiple entries are permitted; provided, however, unless otherwise set forth in the Specific Contest Rules, multiple entries are prohibited for text message entry Contests and participation is limited to 1 text per Participant and per wireless account.
- f. Fraudulent or Deceptive Acts. Any Participant who shall, at the sole discretion of TBS, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be immediately disqualified, and TBS shall have the option to pursue all legal remedies, both civil and criminal, against the Participant for such acts.

6. Rules for Specific Entry Methods

- a. Telephone Entries. For Contests that accept telephone entries, all calls must be made to the call-in number(s) designated by TBS. Only completed call made to the designated number during the designated time period will be eligible to win or qualify to win. TBS, in its sole and absolute discretion, may record and/or broadcast a Participant's name, voice and the substance of all or any portion of the call. Except where prohibited by law, any call-in Participant acknowledges that such recording and use may occur and grants TBS permission to record and use such recording without any additional communication with and compensation to the Participant.
- b. Mail and E-mail Entries: For Contests that accept U.S. Mail or E-mail entries, entries must be received by TBS prior to the Entry Period expiration date and time. For E-mail entries, the E-mail account holder will be deemed the Participant for any E-mail entries. Only one Contest entry is permitted per envelope for a U.S. Mail entry.
- c. Website Entries. For Contests that accept website entries, Participants must complete all required fields (including, if applicable, following instructions on how to submit and upload an audio file, photograph or video) or the entry will be deemed incomplete and will not qualify.
- d. Text Message Entries. For Contests that accept text message entries, text-message entries will be available on participating wireless carriers only and requires a two-way text-message capable wireless device. Proof of texting is not considered proof of entry. Standard text messaging rates will apply to any text-message entry. Each Participant's wireless service provider may charge such Participant for each text message sent and received by such Participant in entering into a Contest.

7. **Providing Wireless Numbers to TBS.** If any Contest requires the Participant to sign up with a TBS sponsor to receive text messages from such sponsor, then the Participant hereby expressly acknowledges and agrees that the provision of such number to a sponsor is outside the terms and conditions of the Participant's agreement with TBS, and TBS shall not be responsible or liable for any communications, purchases, solicitations, unwanted telemarketing messages, additional text messaging charges and any all other actions that could occur as a result of Participants voluntary provisions of their wireless number to such sponsor.
8. **Participation Issues.** In no event shall TBS or any of its Contest sponsors be responsible for any problems which affect, or result from, participation or attempted participation in the Contest. Such issues may include, but shall not be limited to: (i) incomplete, incorrect or inaccurate entry information; (ii) human error; (iii) failures, omissions, interruptions of any wireless network, telephone network, internet service, computer system, servers, utility providers or software; (iv) inability to send a text message for whatever reason; (v) data theft or any tampering, destruction or unauthorized access to entries or computer data; (vi) network hacks or any other unauthorized access to TBS network; (vii) untimely processing of data or lost data from wireless network or internet connectivity issues; (viii) printing issues; (ix) equipment malfunctions; and/or (x) late, lost, misplaced, illegible or postage-due entries.
9. **Representations and Warranties.** By entering and participating in any Contest, and in consideration thereof, each Participant hereby, for itself and its successors-in-interest, warrants and represents to TBS that each Participant (i) meets the residency and age requirements at the time of entry; (ii) acknowledges and agrees to be legally bound by these Rules, and by all applicable federal, state and local laws and regulations, and the decisions of TBS; (iii) waive any rights to claim ambiguity or confusion with these Rules; (iv) is the sole owner of the information submitted in their entry form; (v) the information submitted in any entry form, and any use thereof, shall not violate any law and shall not infringe upon or violate the rights of person, including, but not limited to, contractual rights, privacy rights, copyrights, trademarks, rights of publicity and any other intellectual property right. Acceptance by TBS of a Contest entry submission shall not constitute waiver of the representations and warranties made hereunder, or a waiver of any of TBS' rights or remedies.
10. **Release of Liability.** As consideration for entering the Contest, and for the opportunity to win prizes, all Participants hereby release, forever discharge and covenant not to sue TBS, and each of its affiliates, officers, employees, disc-jockeys, on-air personalities, members, representatives, manages, directors, owners, agents, insurers, attorneys, predecessors, successors and assigns thereof (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 Participant's entry, creation of an entry or submission of an entry, participation in a Contest, acceptance or use or misuse of a prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

11. **Indemnification.** Participant hereby indemnifies, defends and holds harmless the Released Parties from and against any and all claims, expenses and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of any prize.
12. **Prizes.** Contest prizes will be as specified by TBS or any Contest sponsor. Participant, if such Participant becomes a winner, is responsible for all taxes associated with the prize receipt and/or use. Odds of winning a Contest prize depends on a number of factors, including but not limited to the number of eligible entries received by TBS during the Contest Period and the number of listeners participating at any given time. TBS reserves the right to substitute any listed prize for one of equal or greater value for any reason. For any prizes that involve travel, unless otherwise specified, trips must be taken within the stated time periods or will be forfeited, the winning Participant and guest must travel on the same itinerary, and the winning Participant's guest must be eighteen (18) years of age or older. Trips are non-transferable and no substitution will be made except as provided at TBS' sole and absolute discretion.
13. **Winner Selection.** Prize winners will be selected per the criteria announced for the Contest. If the Contest requires Participants to answer trivia, provide information or otherwise perform some manner to participate and qualify to win, the decisions of TBS and/or the other judges will be final as to all matters including the accuracy and/or completeness of the answer, as well as the quality of the information or other performance. If TBS is unable to reach or otherwise notify a winner for any reason for any amount of time, the applicable prize may be forfeited and awarded to an alternative winner.
14. **Verification of Potential Winner.** Potential contest winners are subject to verification by TBS, whose decisions are final and binding on all matters related to the Contest. The potential winner must continue to comply with all terms and conditions of these Contest Rules or any Specific Contest Rules, and winning is contingent upon fulfilling all requirements contained therein. The potential winner will be notified by e-mail and/or telephone call, after expiration of the Contest Period and the determination of the winner is made. The potential winner will be required to sign and return to TBS, within three (3) days of the date notice is sent, an affidavit⁴ of eligibility and a liability/publicity release (except where prohibited) in order to claim the prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release within the required time period

will be deemed to have accepted the prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the publicity/liability release within the required time period, or if the prize or prize notification is returned as undeliverable, the potential winner will forfeit the prize. In the event that the potential winner of a contest prize is disqualified for any reason, TBS may award the applicable prize to an alternate winner by random drawing among all remaining eligible entries.

15. **License.** By participating in any Contest, Participant irrevocably grants to TBS the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available, and otherwise use any Participant submission throughout the universe in any medium and in any manner, now or hereafter known, including, but not limited to radio and television broadcasts, cable and satellite transmissions, and social media posts without any payment of any compensation to Participants.
16. **General Conditions.** TBS reserves the right to cancel, suspend and/or modify any Contest, or any part of it, if any fraud, technical failures or any other factor beyond TBS' reasonable control impairs the integrity or proper functioning of the Contest, as determined by TBS in its sole and absolute discretion. TBS reserves the right in its sole and absolute discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules, any Specific Contest Rules, or any other promotion or in an unreasonable or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of a Contest may be a violation of criminal and civil law, and, in the event such an attempt is made, TBS reserves the right to seek damages from any such person to the fullest extent permitted by law. TBS' failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision.
17. **Disputes.** Participant hereby acknowledges and agrees to the following: (i) any and all disputes, claims and causes of action arising out of or connected with a Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with a Contest, or any prizes awarded, shall be resolved exclusively by mediation or arbitration, in Atlanta, Georgia, by applying the rules of the American Arbitration Association, or similarly situated arbitration institution; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Contest, but in no event attorneys' fees; and (iv) under no circumstances will a Participant 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 Contest Rules, or the rights and obligations of the Participant and TBS in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules.

18. **Personal Information.** Information collected from Participants is subject to TBS' Privacy Policy, which is available on TBS' website under the Privacy Policy link. 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 TBS to be used, disposed of or destroyed in its sole discretion. TBS 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 the TBS website.
19. **Winners List.** TBS shall maintain a list of winners of Contests. Winners lists may be obtained thirty (30) days after the conclusion of a Contest by sending a self-addressed stamped envelope to: The Bert Show, LLC, Attn: Contests Department, 4279 Roswell Road, NE, Suite 208-#221, Atlanta, Georgia 30342.