

Captain Morgan Halloween Costume Contest  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. MUST BE 21 YEARS OF AGE OR OLDER TO ENTER. VOID IN CALIFORNIA AND WHEREVER ELSE PROHIBITED OR RESTRICTED BY LAW.**

1. To Enter: This contest begins at 12:01 a.m. EST on 10/12/11 and ends at 11:59:59 p.m. EST on 10/29 (the "Contest Period"). To enter Access the WBWB B97 96.7FM website at [www.wbwb.com](http://www.wbwb.com) and follow the on-screen instructions. Or Upload your photos to [www.facebook.com/b97radio](http://www.facebook.com/b97radio). Photographs/videos must be original, unaltered, 1 MB in size, on which no image editing software has been used. Consumers can also register at the Halloween event on site on 10/29/11. Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues that might affect a caller's ability to call-in and qualify or the ability of the Sponsor to notify the winner.

2. Prizes: \$500 cash grand prize will be awarded.

3. Winner Determination: Winner will be determined on or about by an independent judging organization whose decisions will be final in all matters relating to this contest.

The winner will be notified in person 10/30/11, and will be required to sign an affidavit of eligibility and liability/publicity release within seven (7) days of notification or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If winner cannot be located or does not respond within seven (7) days, prize will automatically be forfeited and an alternate winner may be selected at Sponsor's sole discretion. Except where prohibited by law, acceptance of prize constitutes winner's consent for Sponsor to use an entrant's name, city and state of residence, voice, signature, statements, Contest entry, biographical information, photograph and/or likeness for advertising and/or publicity purposes without any additional compensation or consideration. Entrants expressly agree to waive any and all rights to publicity that they have or may have arising out of or relating to the Contest.

4. Contest Entries: All materials, documents, information and data submitted to the Sponsor in connection with this Contest, including the Contest entry and submission (collectively "Contest entry") are the property of WBWB 96.7FM – Artistic Media Partners INC, will not be returned and cannot be acknowledged. By entering the Contest, entrants represent and warrant that their Contest entry is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. By submitting a Contest entry, entrant further represents and warrants that the express written consent for use as contemplated by these Official Rules has been obtained from any person(s), living or dead, referenced in the Contest entry and that entrant has obtained written permission for such use from any such person. Submission of an entry grants WBWB 96.7FM – Artistic Media Partners, INC the right to use, publish, adapt, edit and/or modify Contest entry in any way, in whole or in part, and to use such Contest entry, and any ideas or concepts contained therein, in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to [www.wbwb.com](http://www.wbwb.com), without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the Contest entry. Submission of a Contest entry further constitutes the entrant's consent to irrevocably assign and transfer to WBWB 96.7FM – Artistic Media Partners INC any and all rights, title and interest in and to the Contest entry, including but not limited to all intellectual property rights and proprietary rights worldwide. Any content, material or information included in Contest entry shall not be confidential, proprietary or trade secret. By submitting a Contest entry, entrant consents to WBWB 96.7FM – Artistic Media Partners, INC use, reproduction and disclosure of the Contest entry, and ideas, concepts or other materials contained therein, for any purpose, including any commercial purpose. Any Contest entry that contains third party artistic works, copyrights, trademarks, trade names, logos or similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid Contest entry.

The photo and/or videos submitted must be taken solely by the entrant. By submitting an entry, entrant represents and warrants that: (i) his/her photograph/video is the sole and original creation of the entrant and has not been copied in whole or in part from any other work; (ii) the entry does not violate or infringe any copyright, trademark, trade name,

trade secret or other proprietary right of any person or entity; and (iii) the person(s) depicted in the photograph/video has given his or her express written consent to its submission into the contest and use as contemplated by these Official Rules and by submitting any photograph/video that contains the name, image, voice, signature, statements or likeness of any person, you hereby represent and warrant that you have obtained such written permission. Any photograph/video that contains third party artistic works, copyrights, trademarks, trade names, logos, similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid Contest entry. Submission of a Contest entry grants WBWB 96.7FM – Artistic Media Partners, INC the right to use, publish, adapt, edit and/or modify entry in any way, in whole or in part, and to use such entry in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to Sponsor’s website, without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the entry.

Photographs/videos containing full or partial nudity, defined as the display of the genitals, pubic area, vulva, anus, or anal cleft with less than a fully opaque covering or the showing of the breast with less than a fully opaque covering of any part of the nipple, or any lewd or sexually suggestive gesture will be disqualified. No photograph or video (a) depict persons consuming alcohol beverages (b) depict persons conducting themselves in an inappropriate manner (c) contain material that would imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination, (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status, or (e) include an image of any person that appears to be under 21 years of age. Contest entry may not be obscene, provocative, lewd, offensive, defamatory, discriminatory, obscene or libelous, and may not reflect poorly on the brand being promoted or be inappropriate for use in advertising or for promotional publicity purposes as determined by WBWB 96.7FM – Artistic Media Partners INC and/or the Judge(s) in their sole discretion.

WBWB 96.7FM – Artistic Media Partners, INC shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion at any time without notice or further obligation.

5. Eligibility: This contest is open only to legal residents of the United States who are 21 years of age or older at the time of entry except California, and wherever else prohibited or restricted by law. Employees of the following entities and members of their families or households are not eligible for participation under any circumstances: WBWB 96.7FM and Diageo Americas, Inc., and their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

6. General Conditions: Entry in the Contest constitutes an entrant’s full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No substitution of prize or cash equivalent except at WBWB 96.7FM – Artistic Media Partner’s sole discretion. Cash equivalent may be less than the approximate retail value of the prize. Prize is non-transferable except at the sole discretion of WBWB 96.7 FM – Artistic Media Partners, INC. All federal, state and local taxes on the prize are winner’s sole responsibility. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize. WBWB 96.7FM – Artistic Media Partners INC reserves the right to conduct a background check of any criminal records of the prize winners and travel companions. To the extent necessary and permitted by law, prize winners and travel companions shall authorize this background check. WBWB 96.7FM – Artistic Media Partners, INC reserves the right, at its sole discretion, to disqualify prize winners and/or travel companion(s) from any prize element, based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Entrants hereby agree to indemnify and hold WBWB 96.7FM – Artistic Media Partners INC and Diageo Americas, Inc. and their respective affiliates, officers, directors, employees and agents, harmless from and against any third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of any breach or alleged breach of any of the warranties and representations set forth above.

The value of the prize won by a participant under the contest may be taxable as income to its winner. Winner is solely

responsible for any and all taxes and/or fees associated with the prize. Upon acceptance of prize, winner will be issued an IRS Form 1099. Upon receipt of a prize, the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

In consideration of the undersigned's receipt of any prize, prize winner for himself or herself and his or her guests, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever shall release, waive and discharge WBWB 96.7FM and Diageo Americas, Inc. and their respective affiliates, officers, directors, employees and agents, from and against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, which the prize winner ever had, now has or might in the future have arising in any way or related to this Contest, including, but not limited to, prize winner's participation in the Contest; prize winner's Contest entry; use of prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, use or inability to use any prize or part thereof, including but not limited to injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

WBWB 96.7FM – Artistic Media Partners INC shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion at any time without notice or further obligation.

7. Electronic Entries: In the event of a dispute, on-line entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, on-line service, or other organization that is responsible for assigning e-mail addresses. WBWB 96.7Fm – Artistic Media Partners INC its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete or postage-due mail-in entries, or for on-line entries not received due to lost, failed delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of entries. WBWB 96.7FM – Artistic Media Partners INC is not responsible for incorrect or inaccurate entry information, whether caused by web-site visitors or by any human or technological error that may occur in the processing of entries in this Contest. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Contest, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

### **General Contest Rules For Artistic Media Partners Stations**

WBWB – FM and WHCC – FM  
(Collectively known as AMP-BL)

These are the General Contest Rules for covering contests and promotions on Artistic Media Partners, Inc.'s AMP-BL, in Bloomington, IN.

Some contests and promotions will have additional rules for those specific contests.

If you ever have a question please call the AMP-BL station at 812-336-8000.

#### **Promoter:**

Artistic Media Partners  
304 State Road 456  
Bloomington, IN 47401

#### **Sponsor:**

Artistic Media Partners  
304 State Road 456  
Bloomington, IN 47401

**Odds of Winning:**

The odds of winning on air contests are indeterminate but will be determined by the number of people participating in any contest at any time.

1. No purchase necessary to enter.
2. When the winner(s) of a contest or promotion are determined by a random drawing, the eligible number of entries determines odds of winning. Odds of qualifying are indeterminate based on the number of people listening and participating.
3. Winners assume any and all tax liabilities that may be applicable and related to claiming of prizes over a certain value. In other words, contests and promotions are subject to all applicable federal, state and local laws and are void where prohibited or restricted by law and you are responsible for paying the taxes.
4. AMP-BL contests are open for participation only to those listeners validly residing or listening in the Indiana service area.
5. Only one person per household may win a prize in any AMP-BL contest or promotion during any given 30-day period. Household is defined as having the same mailing address or phone number.
6. Contests and promotions are not open to Artistic Media Partners, Inc.'s present or former employees, its subsidiaries or agents, employees of co-sponsoring participants in various contests, employee's and co-sponsor's immediate families, employee's and co-sponsor's household members, and all other radio broadcast, television, electronic or print industry employees and current advertisers on AMP-BL.
7. Participation in any contest or promotion constitutes permission of all contestants and winner for AMP-BL and participating sponsors to publicize and/or broadcast the contestant's name, image, photograph, character, likeness, voice, entry and the fact that he/she participated in and/or won the contest. There will be no additional compensation.
8. Certain prizes may be mailed to winners at the discretion of Artistic Media Partners, Inc. with no prior arrangements or approval. No date sensitive prizes, weighed prizes or cash value prizes will be mailed. Artistic Media Partners is not responsible for any items lost in the mail.
9. Prizes may be picked up at the station during regular business hours (8:00am to 5:00pm Monday through Friday – closed Holidays) within 14 days of winning or prize will be forfeited.
10. Concert tickets must be picked up before 5 PM of the last business day before the concert or tickets will be forfeited.
11. When a contest or promotion requires on-site registration, all entries must be completed, by hand, at the registration point. Entry blanks may not be removed from the registration site and returned later. Participants may enter once per event. Anyone found entering more than once will be disqualified.
12. If entry is required in any contest or promotion, all entries must be received by the specified entry deadline.
13. All contest participants must be at least 18 years of age or in some cases 21 years of age. If a minor wins a AMP-BL contest or promotion, then in that case the prize may be awarded in the name of a parent or legal guardian at AMP-BL's discretion.
14. Valid state identification (such as; Driver's License) is required to claim a prize or participate in any contest or promotion on AMP-BL. In order to claim prize(s), winners will be required to show proof of identity and may be required to execute an affidavit of eligibility release/prize acceptance form and a W-9 tax form. Noncompliance within 10 business days of prize(s) being awarded may result in winner's disqualification or an alternate winner being selected.
15. Contestants must use their true, legal name and address when participating in an AMP-BL contest or promotion or they will be disqualified and prize forfeited.
16. AMP-BL may, at its discretion, designate judges for each contest or promotion. In the absence of a specific judge named for any contest or promotion, then in that case an AMP-BL employee will serve as contest judge. These contest judges will determine the winner(s) in all contests and promotions. All decisions made by the designated judges are final. By participating, contestants agree to be bound by all contest rules and the decisions of the judges.

17. AMP-BL, Artistic Media Partners, Inc., and contest sponsors are not responsible for lost, delayed, misdirected, damaged, incomplete, illegible or postage-due/mail entries, telephone system or equipment failures, telephone line or technical problems, misdialing, human errors or acts of God.
18. Unless otherwise specified, all entries become the sole property of AMP-BL and Artistic Media Partners, Inc. and will not be returned or acknowledged.
19. Prizes must be accepted as awarded, and cannot be transferred or assigned. No substitutions or cash awards in lieu of prizes are allowed.
20. Participants waive any and all claims of liability against Artistic Media Partners, Inc., AMP-BL, contest sponsors, their affiliates, employees, agents, their families and members of their households from any accident, loss, and/or injury occurring as a result or consequence of contestants' participation in contests or promotions and/or winners' acceptance or use of prizes awarded such contests and promotions.
21. Artistic Media Partner's Inc., and AMP-BL reserve the right to substitute prize(s) of equal or greater value.
22. Artistic Media Partner's, Inc. and AMP-BL, and/or participating sponsors, will issue a 1099 tax form for all prizes valued at \$600.00 or more, including multiple cash prizes to the same winner adding up to \$600.00 or more over the course of a given year. By claiming prize(s), winner agrees to accept the estimate of fair market value placed on prize(s) by AMP-BL and Artistic Media Partners, Inc., and/or participating sponsors.
23. When prize consists of admission to a concert or ticketed event and the event is postponed, rained out or cancelled, AMP-BL and Artistic Media Partners, Inc. and/or participating sponsors will not be responsible for replacing the prize.
24. Winner(s) are solely responsible for insurance (when required), other prize-related expenses as may be specified including but not limited to gratuities, transportation and travel as well as all applicable federal, state and local taxes.
25. Winner's names and copies of contest rules are available by sending a self-addressed, stamped envelope to:

**AMP-BL Contest Rules**

**304 State Road 456**

**Bloomington, IN 47401**

Or, you can pick them up by stopping by the AMP-BL offices located at the same address during normal business hours.

26. Additional rules may apply in various contests.
27. These rules may be changed or altered at any time without prior notice.