# NAACP 2016 IMAGE AWARDS HOMETOWN CHAMPIONS CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

## **Contest Description:**

The *Hometown Champions Contest* (the "Contest") is administered by Radio One, Inc. and sponsored by the National Association for the Advancement of Colored People ("NAACP"). The Contest will begin on Monday December 14, 2015 and end on Friday January 15, 2016. This Contest will be conducted exclusively online. There will be fifteen (15) winners (one (1) for each of the participating markets listed below). Each winner will be awarded: Round-trip coach airfare for two (2) from the winner's hometown city to Los Angeles, CA; Hotel accommodations for two (2) / one (1) standard room with double occupancy for two (2) nights/three (3) days; Two (2) tickets to the 2016 NAACP Image Awards live taping on February 5, 2016; and One Thousand Dollars (\$1,000) spending cash.

1. Eligibility. The Contest is open and offered only to legal residents of the United States residing within the listening area of the below-listed participating radio stations who are twenty-one (21) years of age or older. Employees of the participating radio stations, Radio One, Inc. ("Administrator"), NAACP ("Sponsor"), their respective subsidiaries, affiliates, advertising and promotion agencies, other radio stations, internet sites, print and other media companies used to promote the Contest and the immediate family members or those living in the same household (whether related or not) of any of the above are not eligible to participate or win. For purposes of this Contest, immediate family members mean spouses, parents, children and siblings and their respective spouses. Void where prohibited. Contest is subject to all applicable federal, state and local laws and regulations.

Winner and travel guest must each possess a valid driver's license or other government-issued photo I.D. with birth date, prior to departure and must travel together on the same itinerary. Travel guest of the winner must also be twenty-one (21) years of age or older and a legal resident of the U.S. Travel guest will be required to sign and submit all requested release forms along with the grand prize winner.

Persons who have won a prize in another contest or promotion of any kind from one of the participating radio stations within the thirty (30) day period immediately preceding the start date of this Contest are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the participating radio stations (also "Participating Stations") during any thirty (30) day period.

#### **Participating Stations:**

Atlanta - WAMJ-FM (WUMJ) - MajicATL.com

Atlanta - WHTA-FM - HotSpotATL.com

Atlanta - WPZE-FM - MyPraiseATL.com

Atlanta – W275BK - MyBoom1029ATL.com

Baltimore - WERQ-FM - 92Q.com

Baltimore - WOLB-AM - WOLBBaltimore.com

Baltimore - WWIN-AM - MyBaltimoreSpirit.com

Baltimore - WLIF-HD2 - PraiseBaltimore.com

Baltimore - WIN-FM - MagicBaltimore.com

Charlotte - WPZS-FM - PraiseCharlotte.com

Charlotte - WOSF-FM - OldSchool1053.com

Charlotte - WQNC-FM - 927theBlock.com

Cincinnati - WDBZ-AM - PraiseCincy.com

Cincinnati - WIZF-FM - WIZNation.com

Cincinnati - WCFN-FM - oldschoolcincy.com

Cleveland - WENZ-FM - ZHipHopCleveland.com

Cleveland - WERE-AM - NewsTalkCleveland.com

Cleveland - WJMO-AM - PraiseCleveland.com

Cleveland - WZAK-FM - WZAKCleveland.com

Columbus - WCKX-FM - MyColumbusPower.com

Columbus - WXMG-FM - MyColumbusMagic.com

Columbus - WBMO-FM - BoomColumbus.com

Columbus - WJYD-FM - JoyColumbus.com

Dallas - KBFB-FM - TheBeatDFW.com

Dallas - KSOC-FM - Boom945.com

Detroit - WCHB-AM - WCHBNewsDetroit.com

Detroit - WDMK-FM - KissDetroit.com

Detroit - WGPR-FM - HotHipHopDetroit.com

Detroit - WPZR-FM - Praise1027Detroit.com

Houston- KBXX-FM - TheBoxHouston.com

Houston - KMJQ-FM - MyHoustonMajic.com

Houston - KROI-FM - Boom92Houston.com

Indianapolis - WHHH-FM - IndvHipHop.com

Indianapolis - WTLC-AM - PraiseIndy.com

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Philadelphia - WPHI-FM - BOOMPhilly.com

Philadelphia - WPPZ-FM - PraisePhilly.com

Philadelphia - WRNB-FM - OldSchool1003.com

Raleigh - WFXK-FM - FoxyNC.com

Raleigh - WNNL-FM - TheLightNC.com

Raleigh - WQOK-FM - HipHopNC.com

Richmond - WCDX-FM - iPowerRichmond.com

Richmond - WKJS-FM (WKJM) - KissRichmond.com

Richmond - WPZZ-FM - PraiseRichmond.com

Richmond - WTPS-AM - UrbanPetersburg.com

St. Louis - WFUN-FM - oldschool955.com

#### St. Louis - WHHL-FM - hot1041stl.com

Washington DC - WKYS-FM - kysdc.com

Washington DC - WMMJ-FM - mymajicdc.com

Washington DC - WOL-AM - woldenews.com

Washington DC - WPRS-FM - praisedc.com

Washington DC - WYCB-AM - myspiritdc.com

#### 2. How to Enter:

- To enter, beginning Monday, December 14, 2015 at 12:01am local time, each contestant must upload one (1) picture of the person they are nominating (along with a brief explanation of 200 words or less as further detailed below) via one of the above-listed participating radio station websites. Contestants may only enter once. Entries must be received by 11:59pm local time on January 1, 2016 or they will be void. The participating radio stations, Sponsors, and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any contestant to complete or continue a telephone call, facsimile transmission, email or internet registration due to equipment malfunction, busy lines, inadvertent disconnections, communication failures or human error that may occur in the transmission, receipt or processing of entries. Any person who supplies false information, enters by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain a prize may forfeit the prize won (if any) and may be prosecuted to the fullest extent of the law. Sponsor and Administrator reserve the right to validate the contents of any entry.
- Upon entering the Contest website, participants are to follow the on-screen instructions, including entering their name, date of birth, address, phone number, email address, and any optional or additional contact information, as requested, to register for a chance to win.
- Submitted entries must be "family friendly," appropriate for all audiences, and must meet the below-listed Entry Requirements.
- Once submitted, entries become the property of the Participating Stations and the Sponsor, and will not be returned.
- In the event of a dispute regarding the identity of a participant's online entry, the entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made.
- Participants may only win one prize during this Contest.
- 3. <u>Photograph & Story Requirements</u>. Entries not meeting the following requirement will be disqualified.

#### Each photograph must:

- Feature one (1) person who is being nominated as a "hometown champion"
- Not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in Sponsor's sole discretion.
- Not infringe upon any rights of any third party including without limitation, copyright, trademark and right of publicity or privacy

- Be taken and solely owned by the photographer (who is the contestant) submitting the photo
- If any individuals, in addition to the nominee, are featured in the photo, each entrant warrants and represents that the entrant has obtained permission from each person who appears in the photographic submission
- Be unpublished and not have been submitted in other competitions

## Each Story Must:

- Be a maximum of 200 words, describing how the nominee is a "hometown champion" and has made a positive difference in his/her community. Any submissions that exceed the word maximum will be disqualified.
- Not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in Sponsor's sole discretion.
- Not infringe upon any rights of any third party including without limitation, copyright, trademark and right of publicity or privacy
- Be written and solely owned by the author (who is the contestant) submitting the story.
- Not contain derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others
- Be unpublished and not have been submitted in other competitions

By submitting an entry in this Contest, the entrant represents and warrants to be bound by the Official Contest rules, that they are authorized to and have the rights to submit the content in the entry, and that all of the above requirements have been met. Also by submitting an entry in this Contest, the contestant agrees to indemnify, defend and hold Administrator, Sponsor, and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with contest participation or the acceptance, possession or use / misuse of awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.

**4. Judging.** Photographs and stories that meet the above-listed requirements will be selected from among all eligible entries received and will be posted on the contest website. Listeners will be instructed to vote on the posted photographs and stories from January 4, 2016 through January 15, 2016. Voting ends January 15, 2016 at 11:59 pm EST. The winner will be determined based upon the amount of votes the candidate receives from online peers/users. The candidate that receives the highest number of votes, as determined by the Sponsor, will be deemed the winner. All decisions of the Sponsor in this regard shall be final.

One vote per person, per day. Any attempt by an entrant and/or his/her family/friends to vote more than the number of times authorized by using multiple names or email address and/or any other fraudulent mechanism, as determined by the Participating Stations in their sole discretion, shall give the Participating Stations the right to disqualify the entrant in their reasonable discretion.

#### 5. Prizes.

- Fifteen (15) winners will each be awarded the following prize elements:
  - o Round-trip coach airfare for two (2) from the winner's hometown city to Los Angeles, CA
  - O Hotel accommodations for two (2) / one (1) standard room, double occupancy for two (2) nights/three (3) days
  - o Two (2) tickets to the 2016 NAACP Image Awards taping on February 5, 2016
  - o One Thousand Dollars (\$1,000) spending cash provided in the form of a check

- o Total retail value of the prize trip: Three Thousand Five Hundred Dollars (\$3,500). If the actual value of the prize is less than the stated approximate retail value, the difference will not be awarded in cash.
- Prizes will be awarded only upon winner verification and final approval by the Participating Stations and the Sponsor.
- Meals, beverages, luggage costs, hotel room services, phone charges, ground transportation, gratuities, souvenirs, and incidentals are the responsibility of the winner and his or her guest.
- To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
- Dates and times of concerts, events, and activities promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Participating Stations. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Participating Stations and Radio One, Inc. are not obligated to make any effort to find an alternative prize under these circumstances.
- No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by station management and/or the sponsor in its sole discretion.
- All contest winners must sign and date forms, as requested, releasing and waiving all claims against the Participating Stations, Administrator and Sponsor. Failure to do so will result in winner forfeiting the prize.
- If for any reason a Contest winner provides notice that they have decided not to accept an awarded prize, the winner will be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Sponsor and /or Administrator if another contestant is to be selected as the winner if time permits.
- In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Participating Stations or the sponsor, in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Participating Stations and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by the winner.
- Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their prize.
- Winners are responsible for payment of all applicable taxes associated with the receipt of the prize (prizes are not transferable and may not be exchanged).
- Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
- Odds of winning depend upon the number of eligible contestants participating during the Contest Period

**6.** <u>Notification of Winners</u>. Winners will be notified by email and/or phone on or about January 18, 2016 and provided with instructions for claiming the prize.

If, for any reason, the Contest is not capable of running as planned including, without limitation any suspected evidence of tampering, technological corruption, or if any portion of the Contest is compromised by virus, bugs, worms, unauthorized human intervention, fraud, acts of God, strikes, terrorists acts, criminal acts of third parties, an insufficient number of qualified Contest entries, or any other cause beyond the control of the Participating Stations, Administrator and Sponsor which corrupts, threatens or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.

### 7. Liability Release and Grant.

Contestants, including any legal guardians, agree to the following:

- (a) THAT SPONSOR, THE PARTICIPATING STATIONS, ADMINISTRATOR, AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATED COMPANIES, ADVERTISING, PUBLIC RELATIONS AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "SPONSOR AFFILIATES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE INDEMNIFIED, DEFENDED AND HELD HARMLESS BY PARENTS, LEGAL GUARDIANS AND CONTESTANTS FROM AND AGAINST ANY LIABILITY, INCLUDING NEGLIGENCE, FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS (INCLUDING DEATH) AND PROPERTY, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN THIS CONTEST OR CONTEST-RELATED ACTIVITIES:
- (b) except where legally prohibited, that they hereby irrevocably grant (and agree to confirm that grant in writing) a right, license and permission to Sponsor and those acting under its authority to use the contestant's name, photograph, submitted written entry, image, voice and likeness, for advertising, trade and publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the internet, without notice, review, approval or additional compensation;
- (c) that these Official Rules constitute an irrevocable, perpetual assignment to Sponsor and its successors and assigns for valuable consideration the sufficiency of which is hereby acknowledged of all right, title and interest in and to the photograph submitted with each entry under all copyright, trademark, right of publicity and right of privacy laws;
- (d) that these rules constitute a waiver of any so-called "droit moral" rights, "moral rights of authors" and all other similar rights however denominated throughout the world as they relate to the photograph submitted with each entry and that Sponsor may, in its sole discretion, change, alter, modify or edit the entries and photographs for any purpose including, without limitation, for any advertising, trade or promotional purposes;
- (e) to perform all acts and to execute all documents deemed necessary by Sponsor to record and perfect the agreements made in this Section 7; and
- (f) any legal action brought by a parent, legal guardian or Contestant arising out of or in connection with this Contest must be brought exclusively in the State or Federal Courts of Montgomery County, MD. These official rules will be governed by Maryland law.
- 8. <u>Warranty Disclaimer</u>. BY ACCEPTING THE PRIZE, THE WINNER (OR WINNER'S LEGAL GUARDIAN) ACKNOWLEDGES THAT SPONSOR, PARTICIPATING RADIO STATIONS AND ADMINISTRATOR MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.
- **9.** <u>Administrator</u>. This Contest is administered by Radio One, Inc. 1010 Wayne Avenue, 14th Floor, Silver Spring, MD 20910. No phone calls accepted.