## Beasley Media Bank Vault Contest OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN MASSACHUSETTS, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

**Promotion Period:** This Contest is scheduled to begin on **9/4/2018** and end on **11/25/2018** at designated Beasley Media Station remotes in the Boston Metro area (the "Promotion Period"). Contest is subject to all applicable federal, state and local laws and regulations, and is void outside MA, and wherever prohibited or restricted by law.

Who May Enter: Contest is open to legal U.S. residents, who reside within 250 miles of Boston, MA and are age 18 or older as of date of entry with a valid U.S. driver's license, except the following classes of persons who are not eligible to enter:

- a. Employees, officers, and directors of Commonwealth Motors ("Sponsor"), Beasley Broadcast Group, Inc. ("Administrator"), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grandchildren) and each of their respective spouses.
- b. Individuals who are unable or unwilling to visit designated Beasley Media Station remotes between the Promotion Period.

**How to Enter:** The first number of eligible contestants to visit a designated Beasley Media Station remote between the Promotion Period as promoted by the Sponsor will be allowed to participate in the contest. There will be a maximum of (650) attempts during the Promotion Period. Visit participating Beasley Media Station websites for event dates, locations, and details. Maximum of one (1) attempt per person per day. No one may participate on behalf of another individual. An individual who does not meet the eligibility requirements, or does not wish to participate in the grand prize contest will be disqualified. Decisions of judges in the selection of contestants and participation in the contest are final. Difficulties with getting to locations to enter or participate in the contest are not the responsibility of Sponsors.

**How to Play:** The predetermined winning (5) digit number for this contest will be randomly pre-selected and placed in a sealed master envelope. The winning number will be programmed into the key pad and locking mechanism of the "bank vault" that will be used for all contest attempts. Each eligible contestant will each be given one opportunity to attempt the contest.

In order to be a valid attempt, each eligible contestant must complete the following in the presence of the contest administrator:

- 1. Print and sign their full name, along with their (5) digit number guess on the first unoccupied line of the provided registration sign-in binder.
- 2. After completing the registration binder, the contestant must enter their (5) digit number guess exactly as recorded on the registration form into the digital key pad on the bank vault, **followed by the \* key on the key pad**. (*Example if the contestant's number guess is recorded as 1-2-3-4-5 on the registration form, then they must enter 1-2-3-4-5-\* on the bank vault key pad. The \*-key acts as an 'enter' button.*)

Contestants are responsible for correctly entering their (5) digit number guess into the key pad exactly as recorded in the registration binder. No prize will be awarded for any attempt that is incorrectly entered into the key pad. Any attempt initiated without the presence of the contest administrator will be void.

**Claiming the Bank Vault Contest Grand Prize:** In order to claim the Bank Vault contest grand prize, an eligible contestant must record the winning **(5)** digit number *(as contained in the sealed master envelope)* in the registration binder, then unlock and open the bank vault only be means of entering that winning number into the keypad.

- 1. The act of opening the bank vault door <u>does not</u> constitute a winning attempt. The prize will not be awarded as a result of opening the bank vault door or lock due to tampering, malfunction, damage, physical force or any means other than by entering the winning number into the key pad.
- 2. The (5) digit number recorded by the contestant in the official registration binder and entered by that contestant into the key pad on the bank vault must exactly match the predetermined winning (5) digit number that was randomly pre-selected for this contest, and that is contained in the sealed security envelope. The grand prize <u>will not</u> be awarded as a result of any of the following reasons including, but not limited to:
  - Any number recorded by the contestant on the registration form and entered into the digital key
    pad that does not match the predetermined winning number contained in the sealed master
    envelope;
  - b. Any tampering, malfunction, damage, or use of physical force that causes the bank vault to unlock or open;
  - c. A contestant who records the winning number on the registration form, but fails to correctly enter that number into the key pad.

**Prize Awards & Delivery:** In the event of a winning contest attempt, the corresponding eligible contestant will be eligible to claim the grand prize, subject to approval and verification of compliance with these official rules. The grand prize is: a 2-year (24-month) prepaid lease on a new vehicle from the Sponsor designated dealership, with a maximum annual mileage allowance of 12,000 miles (24,000 total miles) and a maximum 2-year prepaid lease value not to exceed \$12,500 (\$520.84 per month). Winner is solely responsible for any excess wear and tear and overage costs for exceeding maximum mileage allowance per terms of prepaid lease agreement.

*Prize Buyout Option*: IN LIEU OF ACCEPTING THE ABOVE DESCRIBED PRIZE OF THE TWENTY-FOUR MONTH LEASE, WINNER MAY CHOOSE AN AGREED BUYOUT OPTION OF \$12,500.00 AND FORFEIT ANY FURTHER CLAIM TO THE LEASE. IF THE BUYOUT OPTION IS SELECTED NO VEHICLE LEASE WILL BE AWARDED TO THAT WINNER. IF A WINNER HAS SELECTED THE CASH BUYOUT OPTION, THE WINNER WILL BE RESPONSIBLE FOR ANY AND ALL TAXES ON THE CASH AMOUNT AWARDED. NO FURTHER COMPENSATION SHALL BE DUE AND NO DIFFERENCE IN THE PRIZE VALUE AND BUYOUT OPTION WILL BE PAID.

A maximum (1) grand prize will be awarded to the first eligible contestant who successfully completes the grand prize winning contest requirements according to these official rules. The contest is immediately concluded following the first successful attempt, regardless of the number of completed attempts – and no additional contestants will be allowed to participate. If the grand prize winning requirements are not successfully completed during the Promotion Period, then the grand prize will not be awarded.

In order to accept a grand prize award, the prize winner must qualify for a standard 2-year pre-paid lease term per dealer credit requirements, must sign all lease agreement paperwork, must present valid proof of insurance, and comply or complete with any other requirements or paperwork to be eligible for the terms of a 2-year prepaid lease per dealer credit or State requirements. If the winner is unable to qualify for the lease, Sponsor reserves the right in its sole discretion, to award the cash value of the grand prize.

All prize winners must accept delivery of prize vehicle from sponsor designated dealer, or as otherwise specified by Sponsor. Administrator will solely designate and specify available vehicle including make, model, color and options for winner's prize award. Winner may not substitute, exchange, or apply the vehicle's lease value towards a higher cost or alternate vehicle. Designated vehicle must be the Sponsor designated vehicle that is currently in designated dealer's stock of inventory. Administrator reserves the right to award an alternate year

model (i.e. 2017), if the 2018 model is not available at the time of prize award. Prize winner is responsible for paying any and all sales tax on prize award at time of delivery. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of winner, including but not limited to tax, title, insurance, license and registration fees. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Other restrictions may apply. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein.

Prize winner(s) will be required to complete and return a W-9 form *(if prize value exceeds \$600.00)*, affidavit of eligibility, and liability/publicity release *(Tennessee residents need not sign publicity release)*, and present a valid U.S. driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all income taxes on prize(s). Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. **Total maximum retail value of all available prizes: \$12,500.** 

Additional Rules & Restrictions: By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, and released parties (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

A. Decisions of Station management with respect to the contest are final.

B. Station reserves the right to end a contest or amend these rules upon announcement on air or publication at Station's website.

C. Station reserves the right to make changes to the rules of the contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.

D. Prizes, if awarded, are awarded 'as is' with no guarantees or warranties as to use. Acceptance of a prize releases Station, its sponsors and advertisers from all liability and claims concerning the prize, its delivery, and its use.

E. Station is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize. The Station is not responsible for (i) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays, busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call or from sending a text message (if applicable, message and data rates may apply, and the Station is not responsible for any fees incurred by an entrant for this method of entry); (iii) entries not received

due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.

F. Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of Station at 55 Morrissey Boulevard, Boston, MA 02125, or by sending a self-addressed, stamped envelope to Station.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: The odds of winning the contest by entering the winning code in the vault are 1:100,000

Contest Administrator: This contest is administered by Beasley Broadcast Group, Inc., 55 Morrissey Boulevard, Boston, MA 02125.

Contest Sponsor: This contest is sponsored by Commonwealth Motors.