

## **ONLINE SPORTS CONTESTING - GENERAL RULES**

### **PIGSKIN PICKS**

#### **Overview:**

Beginning 8/22/11 through 2/5/12 WYMG will conduct an online football pick contest.

#### **Methodology/Qualifying Prizes:**

UPICKEM PRO FOOTBALL CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES AND CANADA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES OR CANADA AT THE TIME OF ENTRY.

These Official Rules are for the UPICKEM Football Contest (the Contest), which is a nationwide contest (including both the United States and Canada) Sponsored by Second Street Media Inc. (Sponsor). Local affiliates who choose to participate in this Contest may offer prizes for their participants only, but eligibility for these prizes may be restricted to individuals in the affiliates local area.

This Contest is not intended to be used for gambling purposes. If it is determined that a participant is using the Contest for gambling purposes, he/she will be disqualified.

To participate, visit [www.wymg.com](http://www.wymg.com) and fill out the registration page for the online Pigskin Picks game. Registration begins 8/22/11.

Participants are invited to make picks on a weekly basis. Participants may make changes up until the designated deadline each week.

1. **ELIGIBILITY:** This Contest is open to legal residents of the 50 states of United States and the District of Columbia, who are 18 years of age or older, and legal residents of Canada (excluding Quebec), who are of legal age of majority in their province of residence, at the time of entry. Employees of Sponsor and participating affiliates (the Promotion Parties), and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and households of each such employee are not eligible to participate. This contest is void in Quebec and where prohibited by law.

2. **HOW TO PLAY:** Select the team that you will believe will be the winner of each pro football regular season and playoff game and predict the score for the winning and losing team for designated the tie-breaker game. You may enter your picks and score predictions until fifteen (15) minutes before the start of each game. If you fail to select a winner for any game, your pick will be the team that was selected by the majority of participants. However, you are not eligible to win a weekly prize if you fail to select a winner for more than one game in a given week, and you are not eligible to win the grand prize unless you complete your picks for each game for at least 11 weeks. The point value for selecting the winner of each game is as follows:

Regular Season Games 1 point

Wild Card and Divisional Playoff Game 4 points

Conference Finals 8 points

Championship Game 16 points

If a game is canceled, postponed or forfeited for any reason, or if a game ends in a tie, no points will be awarded for that game.

The number of points scored is posted at the game site. After the totals for each week have been posted, WYMG will name the person who received the most points for that week and designate that person the "weekly winner."

Weekly winners will be chosen after each of the individual weeks of NFL football: (9/8/11 - 2/5/12)

The participant with the most points for each week of the pro football regular season will be deemed a weekly prize winner. The participant with the highest total net score at the end of the season will be deemed the grand prize winner. A participant's total net score will be determined by subtracting the participant's four (4) lowest weekly scores from his/her total score for all 21 weeks of the season and playoffs.

In the event of a tie for a weekly prize, the tie breaker will be set forth as follows from among all tied participants: (a) the score from the winning team will be subtracted from the actual score obtained by the winning team, and the difference multiplied by itself, (b) the Score from the losing team will be subtracted from the actual score obtained by the losing team, and the difference is multiplied by itself, (c) the result in (a) is added to the result in (b) to obtain the "Score Approximation." The participant with the lowest "Score Approximation" will be deemed the winner. If a tie remains, the winner will be chosen at random from amongst those still tied. In the event of a tie for the grand prize, the participant with the lowest total "Score Approximation" for week 21, the championship game, will be declared the winner, then working back through the Score Approximations for each of the preceding weeks.

#### **"Pro Football Regular Season Survivor Game" Bonus Game**

To play the Bonus Game select the one team you are sure will win each week. If you pick correctly you advance to the next week. However, you can only pick each team to win one time. If a game results in a tie, it counts as a win and player advances. If you guess wrong, you are still eligible to continue to participate in the main game. The player who makes it through the entire regular season will win the Bonus Game prize. If more than one player makes it through the entire regular season, the winner will be determined based on the total scores for each player through the end of the regular season, and if there is still a tie, then the last week tiebreaker will be used.

Participants agree to abide by the terms of these Official Rules and that the decisions of the Sponsor are final and binding on all matters pertaining to the Contest. The Contest ends following the start of the pro football Championship Game.

3. **WINNER NOTIFICATION:** Winners will be notified by email. All results posted are unofficial until winners are verified. If a winner does not respond within seven (7) days of the initial notification email, the prize will be forfeited and awarded to the next highest scoring participant. Prizes won by an eligible participant who is a minor in his/her state of residence will be awarded to minors parent or legal guardian who must sign and return all required documents. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of participants.

4. **PRIZES:** The Promotion Parties reserve the right to substitute any prize with another prize of equal or greater value. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor.

The Promotion Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any

and all warranties and/or guarantees on a prize (if any) are provided only by the manufacturer, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. Each winner is responsible for all federal, state and local taxes and may be required to complete an IRS form W-9. Sponsor reserves the right to withhold prizes until completed form W-9 is received.

5. GENERAL CONDITIONS: A participant grants to Sponsor and its affiliates the right to use and publish his/her proper name and state online and in print, or any other media, in connection with the Contest. Participants agree (a) to release and hold Sponsor, Promotion Parties and all of their respective officers, directors, employees, representatives and agents from any and all liability for any injuries, losses or damages of any kind, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest; (b) that under no circumstances will participants be permitted to obtain awards for any punitive, incidental or consequential damages; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys fees and court costs.

6. PRIVACY NOTICE: Information you provide in connection with this contest is subject to Sponsors Privacy Policy and will be shared with your local affiliate.

7. LIMITATIONS OF LIABILITY: Sponsor and Promotion Parties are not responsible for Internet crashes or slowdowns caused by network congestion, viruses, sabotage, satellite failures, phone line failures, electrical outages, natural disasters or acts of man or God, lost, late, misdirected, postage-due, unintelligible, returned, undelivered entries or email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Contest or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Websites terms of service, as solely determined by the Sponsor, will be disqualified. Neither Sponsor nor Promotion Parties are responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Contest, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized Website access. Any use of robotic, macro, automatic, programmed or like methods of play will void all such plays, and may subject that participant to disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his or her submissions) who tampers with the submission process. Neither Sponsor nor Promotion Parties are responsible for injury or damage to participants or any other persons computer or property related to or resulting from participating in this Contest. Should any portion of Contest be, in the Sponsors sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Contest, or Contest plays, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest.

8. WINNERS: For a list of winners, mail a self-addressed, stamped envelope to: Second Street Media, Inc., 317 N 11th Street, Suite 302, St. Louis, MO, 63101. Requests must be received by February 28, 2012.

This contest is sponsored by Second Street Media, Inc., 317 N 11th Street, Suite 302, St. Louis, MO, 63101.

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At the end of the season, on 2/5/12, WYMG will name the grand prize winner based on the total points scored, as designated by the game site.

National prizes are also awarded through UPICKEM. Those details are available on the UPICKEM website. This years national grand prize is a trip for two (2) to Hawaii. WYMG has no control or authority over the national prizes.

Thanks to all our sponsors; SH Wireless, Fit Club, Mowie's Cue, Studio 59 Indoor Golf, Seth Molen Constuction, Budweiser & Funky's Trophy Place.

**Prize(s):**

One (1) grand prize winner will receive \$1000.00 and grand prize winner's trophy from Funky's Trophy.

One (1) Season Survivor will receive a Budweiser neon sign valued at \$200.00

The Promotion Parties reserve the right to substitute any prize with another prize of equal or greater value. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor.

The Promotion Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are provided only by the manufacturer, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. Each winner is responsible for all federal, state and local taxes and may be required to complete an IRS form W-9. Sponsor reserves the right to withhold prizes until completed form W-9 is received.

The WYMG weekly prize: 3 month membership to Fit Club, valued at \$189, \$20 Gift Certificate to Mowie's Cue, Free round of golf at Piper Glen Golf Course during the 2012 season, valued at \$49, weekly winner trophy from Funky's Trophy, trophy valued at \$15.

The WYMG Contest ends on 2/5/12 and the Grand Prize Winner will be announced 2/6/12.

**Legal/Restrictions:**

For complete UPICKEM Contest Rules, see attached or visit <http://wymg.profootball.upickem.net/profootball/misc/rules.asp>

All WYMG General Contest Rules apply.

**SAGA COMMUNICATIONS, INC. GENERAL CONTEST RULES**

Wherever the words 100.5 WYMG appear in these rules, they include the business entity, to which the station is licensed, and any member companies, parent corporations, and affiliates. For example, Capitol Radio Group/WYMG would include Saga Communications of Illinois, LLC, its sole member, Saga Communications of New England, LLC, and its sole member, Saga Communications, Inc.

- 1) No purchase is necessary to enter any 100.5 WYMG contest.
- 2) All contestants must be permanent residents of Illinois and must provide 100.5 WYMG with a valid form of identification and Social Security number satisfactory to 100.5 WYMG management.
- 3) Subject to rule (4) below, all contestants must be at least 18 years old to be eligible to participate in contests that include hotel/motel accommodations, motor vehicles, boats, and/or air travel as prizes.
- 4) All contestants must be at least 21 years old to be eligible for all contests affiliated with an alcoholic beverage manufacturer or distributor.
- 5) After winning a contest on 100.5 WYMG, the individual/household is ineligible to win any other contests on 100.9 WYMG for a period of thirty (30) days. All individuals/households receiving a prize valued at \$500.00 or more on 100.9 WYMG may be issued a 1099 Federal Income Tax Form by 100.5 WYMG, and are ineligible to win a prize valued at \$500.00 or more for a period of one calendar year from the date of winning. If it is determined that a selected contestant is ineligible as a result of one or both of these restrictions, another contestant will be selected. This selection procedure will continue until these restrictions are satisfied.
- 6) Anytime the 100.5 WYMG on-air studio is called, it is assumed by the caller that the phone call is being recorded and may be broadcast. The caller grants permission to 100.5 WYMG to broadcast the call or record the call for later broadcast.
  - 6a) For telephone contests, listeners may enter by calling 217-787-7625. If any problems are discovered by 100.5 WYMG, different call-in numbers or addresses may be substituted and utilized after those numbers and addresses are broadcast on 100.5 WYMG. In the event a caller is disconnected during a contest before his/her name and phone number is recorded, then the prize will be awarded to the next caller whose name and phone number are recorded. The person operating the telephone at 100.5 WYMG has the final decision as to who is the winning caller.
  - 6b) Due to the nature of our programs that are heard on-line over the internet, contests heard on the radio station's internet audio stream are slightly delayed from the time the contests are heard on the broadcast station, and will be running behind the broadcast signal. Thus, all contests heard are delayed. This delay can last for as much as 30 seconds or more. This means that when WYMG contests are played that require a specific caller to telephone the radio station (such as "Caller number 10 when you hear the sound effect"), listeners to the on-line audio stream may be at a disadvantage in participating over those listeners who hear the contests on-air.
- 7) For contests requiring written entry forms, they may be faxed to 217-753-7902, e-mailed to a contest specific address on [www.WYMG.com](http://www.WYMG.com), or mailed/delivered to 100.5 WYMG –3501 East Sangamon Avenue, Springfield, IL 6707. All entries become property of 100.5 WYMG and will not be returned. 100.5 WYMG reserves the right to retain any or all contest materials for any reason that 100.5 WYMG deems necessary to the completion of the contest, or reasons relating to publicity and/or advertising. 100.5 WYMG shall have no responsibility for a contestant's failure to win or claim any prize based on difficulties with telephone, facsimile, email, or internet difficulties, or any circumstances in any contest.
- 8) Any specific rules and/or restrictions pertaining to individual contests (entry dates, a limit on number or words on an entry, etc.) will be disclosed in on-air announcements.
- 9) Prizes must be picked up by the winners at the 100.5 WYMG business offices or other pre-arranged or pre-announced location within thirty (30) days of notification to the winner, unless there is a deadline date by which the prizes must be picked up, in which case, that date will be specifically stated. Otherwise, failure to pick up the prizes by the deadline will result in the

forfeiture of the prize, which shall remain the property of 100.5 WYMG. 100.5 WYMG assumes no liability for the delivery of prizes.

10) In the event the winner is subject to, or the subject of, any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (i.e. garnishment, child support order, judgment, lien, and the like), 100.5 WYMG's delivery of the prize to the official representative of the governmental entity claiming a right to the prize shall be thus deemed as 100.5 WYMG awarding the prize to the winner. 100.5 WYMG shall be entitled to rely in good faith, upon any documents presented by the representative seeking to collect the prize in lieu of the winner. 100.5 WYMG shall not be liable for any claim by any winner for damages incidental thereto.

11) As a condition of entering a contest, contestants must agree that upon winning, they will consent to the use of their name, likeness, and all verbal and written communications with 100.5 WYMG for publicity purposes.

12) Employees of 100.5 WYMG Capitol Radio Group, (and its ultimate parent company, Saga Communications, Inc.), their advertising agencies, affiliates, contest sponsors including employees and immediate families of each, and employees of all media of mass communication within a one hundred mile radius of the 100.5 WYMG main studio are not eligible to win any contest.

13) All prizes are non-transferable and are not redeemable for cash. 100.5 WYMG reserves the right to substitute a prize of similar value. 100.5 WYMG cannot be held responsible for unforeseen cancellations or delays of concerts/events or transportation caused by weather, promoter or performer.

14) Winners are solely responsible for all applicable local, state and federal taxes. Winner may be issued a 1099 MISC federal tax form if in one calendar year the prize value of all prizes won in contests from 100.5 WYMG and/or participating co-sponsors exceeds \$600.00.

15) 100.5 WYMG, Capitol Radio Group, assumes no liability for liability, damages, situations, repairs, or incidents arising from any aspect of any prize awarded in any contest. 100.5 WYMG, Capitol Radio Group, all participating co-sponsor companies and their advertising and promotional agencies, affiliates thereof, employees, and immediate families of each absolve themselves and shall be held harmless from any action or liability arising from any contest or prize awarded in any contest. As a condition of entering a contest, participants may be required, upon winning, to sign a release form and affidavit of eligibility to claim their prize. Failure to do so will result in forfeiture of the contestant's right to claim or receive the prize.

16) The following are specifically related to E-contests and E-Mail Club promotions on [www.WYMG.com](http://www.WYMG.com):

a) All appropriate information in required fields must be filled out or contestants will be disqualified.

b) To be eligible to win a prize, a contestant must reside within the listening area of 100.5 WYMG, as defined within the exclusive discretion of 100.5 WYMG management.

c) Any problems with the internet or email are not 100.5 WYMG's responsibility.

d) Contestants who attempt to register to participate on 100.5 WYMG's websites may be required to produce a printed copy of proof of registration before being allowed to participate in the contest.

17) All giveaways and contests are void where prohibited by law. All local, state and federal regulations apply. As a licensee of the FCC and a trustee of the public airwaves, 100.5 WYMG reserves the right to interrupt and/or discontinue any contest or promotion (and not award the offered prize) at the discretion of 100.5 WYMG management if world events, the national mood, or public safety so warrant. 100.5 WYMG reserves the right to disqualify any winner if the contest rules have been violated in any way. 100.5 WYMG reserves the right to amend the rules to any contest at any time. All decisions of 100.5 WYMG are final.

18) Although 100.5 WYMG will make reasonable efforts to conduct its contests substantially as announced or advertised, 100.5 WYMG reserves the right in extraordinary situations to change or modify the rules of its contests as exigent circumstances may require. In such cases, 100.5 WYMG will amend the rules for that contest and broadcast the amended rules as promptly as possible. In such case, the contest will be conducted in accordance with the amended rules.

19) A copy of these rules is available during business hours at the 100.5 WYMG studios, 3501 East Sangamon Avenue, Springfield, IL 62707.

Revised: 08/11

**Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Winner Signature:** \_\_\_\_\_