## "Sleep Number Trip to San Fran " Sweepstakes OFFICIAL RULES AND REGULATIONS

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE CHANCES OF WINNING.

ELIGIBILITY: The "Sleep Number Trip to San Fran " Sweepstakes (herein referred to as the "Sweepstakes") is open solely to legal United States residents that reside in the state of Georgia, and who are twenty-one (21) years of age or older as of the date of entry. Officers, directors, representatives and employees of Dickey Broadcasting Company, d/b/a WCNN-AM, Sleep Number (WCNN-AM and Sleep Number collectively referred to as "Sponsor"), and any of their respective parent companies, affiliated companies, subsidiaries, dealers, franchisees, licensees, distributors, suppliers, subsidiaries, participating retailers, advertising / promotion / judging agencies, persons engaged in the development, production or distribution of materials for this Sweepstakes, Compliance Sweepstakes Services (collectively, the "Released Parties") and the immediate family members (defined as spouse, parents, grandparents, children, grandchildren, siblings, - whether biological, adopted, step or in-law) of such individuals, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited, taxed or restricted by law.

<u>HOW TO ENTER:</u> The Sweepstakes begins at 10:00 a.m. Eastern Time (ET) on May 16, 2018 and ends at 9:00 p.m. ET on August 26, 2018 (otherwise known as the "Entry Period"). Participants may enter the Sweepstakes by completing an entry form during the Entry Period at one of the Sleep Number locations listed below:

- 1. Sleep Number Town Center at Cobb
- 2. Sleep Number North Point Mall
- 3. Sleep Number Mall of Georgia
- 4. Sleep Number The Shoppes at Webb Gin
- 5. Sleep Number The Avenue Peachtree City
- 6. Sleep Number Gainesville, GA
- 7. Sleep Number Arbor Place
- 8. Sleep Number Buckhead, Lenox Rd
- 9. Sleep Number McDonough, South Point
- 10. Sleep Number Athens
- 11. Sleep Number Dunwoody, Perimeter
- 12. Sleep Number Cumming, GA
- 13. Sleep Number Convers, GA
- 14. Sleep Number Peachtree Corners

To enter the Sweepstakes, participants will need to provide: full name, date of birth, home address, zip code, e-mail address and daytime phone number (with area code). Each participant that fully completes the entry form will receive one (1) Sweepstakes entry. The official clock for the Sweepstakes is the computer of the Sponsor.

Limit of one (1) entry per person regardless of method of entry. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Sponsor is not responsible for misdirected, late, incomplete, illegible, undelivered, or lost entries, which will be disqualified, or any unforeseen circumstances that may limit an individual's ability to participate in the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the stated maximum limit of entries by using multiple/different addresses, identities, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Sweepstakes. All entries become the property of the Sponsor and will not be acknowledged or returned.

WINNER SELECTION: The odds of winning depend upon the total number of eligible entries received prior to the random drawing during the Entry Period. One (1) Grand Prize Winner will be selected during a random drawing conducted on or around August 28, 2018, by the Administrator, an independent judging organization, whose decisions will be final and binding with respect to all aspects of the Sweepstakes. Prize Winner will be notified via telephone and/or email. If the Prize Winner cannot be reached, or does not reply, within one (1) day, an alternate prize winner will be selected, time permitting. Within two (2) days of such notification, the Prize Winner will need to provide proof of identity prior to receiving his/her prize. Non-compliance with any requirement or obligation may result in disqualification and selection of an alternate winner. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner, solely at the Sponsor's discretion. Sponsor will use reasonable efforts to select an alternate winner, time permitting, but in the event one cannot be reasonably determined, such prize will not be awarded. Sponsor reserves the right to verify identification and eligibility of a potential Prize Winner before a prize will be awarded.

PRIZES: One (1) Grand Prize will be available to be awarded. The Grand Prize winner will receive roundtrip airfare for two (2) from Atlanta, GA to San Francisco, CA departing Atlanta on Sunday, September 9, 2018 and returning to Atlanta on Tuesday, September 11, 2018, a two (2) night hotel stay for two (2) at a TBD hotel in downtown San Francisco, CA from Sunday, September 9, 2018 – Tuesday, September 11, 2018, and two (2) lower level tickets to the Atlanta Braves vs. San Francisco Giants game on Monday, September 10, 2018 at AT&T Park. The Approximate Retail Value ("ARV") of the Grand Prize is \$TBD. The Grand Prize Winner will be solely responsible for all expenses incurred by them while redeeming his/her prize, including items such as: travel and transportation, lodging, parking, gratuities, taxes, and items of personal needs (beverages, meals, snacks, souvenirs, etc.). The Grand Prize Winner is responsible for their own travel plans, coordination, and expenses to the aforementioned destination. The total prize pool value to be awarded is \$TBD.

All prizes to be awarded are not transferable and cannot be redeemed for cash. The Prize Winner is responsible for the reporting and payment of all federal, state and local taxes (if any). Any portion of the Grand Prize not accepted by the Grand Prize Winner will be forfeited. Sponsor reserves the right at its sole discretion to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value. Sweepstakes Administrator is not the supplier or guarantor of any prize. There are no substitutions unless specified by the Sponsor. The Sponsor and Released Parties are not in any way responsible or liable for damages, costs, or expenses of any kind resulting from

shipping and handling, loss, cancellation, delay, rescheduling, postponement, use or misuse of any prize awarded in this Sweepstakes.

GENERAL CONDITIONS: The Sweepstakes is offered to eligible participants as specified in these official rules, but void where prohibited or restricted by law. All participants, as a condition of participation or entering in this Sweepstakes, agree to defend, indemnify, release and hold harmless Dickey Broadcasting Company d/b/a WCNN-AM, Sleep Number and its affiliates, and the officers, directors, and employees, of Sponsor and of its affiliates, and Released Parties from and against any and all liability, loss, claims, damages, injuries or actions of any kind whatsoever, without limitation, for injuries, death, damages, or losses to persons or property, as well as any claims based on publicity rights or invasion of privacy, which may be sustained in connection with: (a) accessing the Sponsor's Web Site; (b) participating in any aspect of the Sweepstakes, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Sweepstakes-related activity; (c) the delivery, receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Sweepstakes application; or (e) any typographical, production, printing, or other error in these Official Rules, advertisements, or the announcement of offering of any prize or Prize Winner. You accept and agree to be bound by these rules and the decisions of the Sponsor and Administrator relating to your participation in this Sweepstakes, selection of Prize Winner and awarding of prizes, whose decisions are final and binding in all respects. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) computer error, electronic or technical malfunctions or failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) late, lost, undeliverable, damaged or stolen entries. Acceptance of a prize constitutes permission (except where prohibited by law) for the Sponsor to use the Prize Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Prize Winner bears all liability and risk of loss or damage to his/her respective prize after it has been delivered. Sponsor is not responsible for events beyond the Sponsor's reasonable control that may jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sponsor reserves the right to disqualify any person who tampers with, or intentionally infects with a virus, any of the networks, servers or computers that are used in this Sweepstakes. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor reserves the right to suspend or terminate the Sweepstakes, in whole or in part, at any time, without notice, and award the prizes using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date in the event that, in the sole discretion of Sponsor, the administration, security, fairness, integrity, or proper conduct of the Sweepstakes is jeopardized. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no

association or endorsement is intended or should be inferred. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

<u>DISPUTES:</u> Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize 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 in Atlanta, Georgia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event legal fees; and (3) under no circumstances may entrant obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

SWEEPSTAKES RULES REQUEST: For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by August 26, 2018 and received by September 2, 2018 and mail to: WCNN "Sleep Number Trip to San Fran Sweepstakes," Two Ball Park Center, 800 Battery Avenue SE, Suite 400, Atlanta, GA 30339.

<u>WINNER LIST REQUEST</u>: To request confirmation of the name and city/state of residence for the Prize Winner, please send a self-addressed, stamped business size envelope, by September 23, 2018, to: WCNN "Sleep Number Trip to San Fran Sweepstakes," Two Ball Park Center, 800 Battery Avenue SE, Suite 400, Atlanta, GA 30339. Requests that are incomplete, or received after September 23, 2018 will not be acknowledged or returned. The name of the winner will be posted at www.680thefan.com at the conclusion of the Sweepstakes.

## **SPONSOR:**

Dickey Broadcasting Company d/b/a WCNN-AM Two Ball Park Center 800 Battery Avenue SE Suite 400 Atlanta, GA 30339

Sleep Number 3425 Lenox Road NE Atlanta, GA 30326