**Breakfast with The Buzz**

Who Can Enter

1. Entrants must be legal Florida residents who are at least 18 years of age or older and have lawful access to the method(s) of entry set forth in the rules.
2. Employees of Marc Media Group, LLC, Marc Radio Gainesville, LLC and Dave’s Deli Group, LLC d/b/a Dave’s NY Deli (“Dave’s NY Deli”) (collectively, “Sponsor”), their respective parent, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family and household members of each are not eligible. The term “immediate family” includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others.

How to Enter

1. No purchase necessary to enter or win. Only one valid entry per person per email address per week. Contest entries will be accepted from 12:00am EST 2/1/21 until further notice.
2. To enter, visit [www.1005thebuzz.com](http://www.1005thebuzz.com/) and follow the links on the Breakfast with the Buzz contest to enter and provide the requested information. A valid email address is required to enter.
3. Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alternations of entry materials, or technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry, winner(s) or other giveaway information by Sponsor or entrants for any reason whatsoever. Sponsor is also not responsible for any injury or damage to entrants for any reason whatsoever. Sponsor is also not responsible for any injury or damage to any entrant’s or any other person’s computer related to or resulting from playing or downloading any materials in the giveaway or for entries that are late, misdirected or incomplete. All entry materials may be maintained as part of 100.5 The Buzz's giveaway records. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE GIVEAWAY IS A VIOLATION OF THE CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**
4. One winner will be selected weekly from all entries received beginning 2/8/21.

The Prizes

1. The winner(s) will receive a **$25 gift card to Dave’s NY Deli Tioga Town Center**. The approximate retail value of the prize is $25. The prize is provided by Dave’s NY Deli.
2. The Sponsor reserves the right to cancel or reschedule the sweepstakes in the event of natural disasters or acts of God.
3. The winner(s) will be notified by e-mail each Monday beginning 2/8/21.
4. The winner must complete, sign and return a Certificate of Eligibility and Release within 72 hours. The winner(s) must respond to prize notification within 24 hours. If a winner cannot be reached or does not respond to prize notification within 24 hours, no prize will be awarded.
5. Prize exchanges are prohibited. Prizes cannot be redeemed for cash or substituted for any other items by the winners. The winner cannot assign or transfer the prize. Sponsor reserves the right to substitute a prize of like or greater value, for any prize, for any reason. Please check [www.1005thebuzz.com](http://www.1005thebuzz.com/) for any updates to the rules, including the substitution of prizes.
6. The winner is responsible for all local, county, state and federal taxes on prizes based on the value of the prizes stated in the rules.
7. Only one prize will be awarded per household. Individuals are eligible to win only one prize any 30-day period, regardless of the number of giveaways entered. If the Sponsor elects to send the prize to the Winner by mail, then Sponsor shall not be responsible for lost, held or damaged packages.

Odds of Winning; Miscellaneous

1. Odds of winning the prize depend on the number of eligible entries received.
2. Except where prohibited by law, entry constitutes permission to use the winners’ names, hometowns, likenesses and photographs for broadcast, online posting, and/or in any other media, including for advertising and publicity purposes, without additional compensation.
3. These giveaway rules are available at [www.1005thebuzz.com](http://www.1005thebuzz.com/) and Monday through Friday 9AM-4PM at Marc Radio Gainesville, LLC, 100 NW 76 Dr #2, FL, 32607 or by appointment with Kevin Mangan (kevin.mangan@marcradio.com)
4. For a list of prize winners, send a separate, self-addressed, stamped envelope no later than one year following the end of the entry period, to Marc Radio Gainesville, LLC, Attention: General Counsel, 1011 N. Wymore Road, Winter Park, FL 32789.
5. This giveaway is subject to all applicable laws and regulations and is void where prohibited or restricted by law, including without limitation, in jurisdictions that require registration, filing, trust account, or posting of a bond, or any other requirements or disclosures that are not expressly satisfied by the rules. Sponsor is not responsible for typographical or other errors in the printing, offering or administration of the giveaway, or the announcement of the prize. In the event of a dispute over who submitted a particular entry, Sponsor will determine the entrant’s identity or select an alternative winner, in its sole discretion.
6. This contest is not intended for gambling. If it is determined that a participant is using the contest for gambling purposes, they will be disqualified and reported to authorities.
7. Please note that any promotions of these sweepstakes on Facebook, Instagram and Twitter are in no way sponsored, endorsed, administered by or associated with these social media companies.
8. Sponsor reserves the right to cancel or modify the contest or any portion of it for any reason, if fraud, misconduct or technical failures destroy the integrity of the contest; or if a computer virus, bug, wireless failure, or other technical program corrupts the administration, security or proper administration of the contest as determined by the Sponsor, in its sole discretion.
9. Sponsor reserved the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Rules. **Sponsor reserves the right to disqualify an individual from future participation in a contest if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry processes or other operation of the contest; (b) has disregarded or has attempted to circumvent the Rules; (c) has provided misinformation about their identify when entering the Contest** **or (d) has acted toward Sponsor or any other entrant in an unfair, inequitable, threatening, disrupting or harassing manner. If a dispute arises regarding compliance with these Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor’s control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any attempt to undermine the operation of this contest may be a violation of criminal and civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the fullest extent permitted by law. Any failure of Sponsor to enforce any of these Rules will not constitute waiver of the Rules. If there is a conflict between any term of the Rules and any marketing or entry materials used in the contest, the terms of these Rules will govern.**
10. EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZES AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARDS TO THE CONTEST, BUT IN NO EVENT ATTORNEYS’ FEES. PUNITIVE, INCIDENTAL, CONSEQUENTAL OR OTHER DAMAGES. All issues and questions concerning construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and Sponsor in connection with this contest will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Florida. The state and federal courts located in Orange County, Florida will be the exclusive forum for any dispute relating to these Rules or the contest. By entering, the entrants submit to the personal jurisdiction of the state and federal courts in Orange County, Florida and waive the right to contest jurisdiction.
11. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
12. By entering, participants represent and warrant that they are eligible and agree (a) to be bound by these rules and the decisions of the judges, (b) to release, discharge and hold harmless Sponsor and their directors, officers, shareholders, suppliers, distributors, advertising agencies, employees, and agents from any and all liability, claims, or actions of any kind whatsoever for any injuries, losses, or damages of any kind caused by your participation in this contest, any prize, or resulting from acceptance, possession, use, or misuse of any prize, (c) release Facebook, Instagram and Twitter, and their directors, agents and officers from any liability that results from you entering this sweepstakes and (d) to the Terms of Service and Privacy Policy located at [www.1005thebuzz.com](http://www.1005thebuzz.com/)