



93.5 The Beach Slayz the Holidayz Giveaway Rules

NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE.

OPEN TO INDIVIDUALS WHO, AS OF THE TIME OF SELECTION, ARE AT LEAST 12 YEARS OLD, ARE LEGAL RESIDENTS OF MARYLAND, DELAWARE, OR VIRGINIA AND HAVE THEIR PRIMARY RESIDENCE ON THE DELMARVA PENINSULA.

The 93.5 The Beach Slayz the Holidayz Giveaway (“**Sweepstakes**”) begins on December 1, 2023 and ends on January 2, 2024 (the “**Sweepstakes Period**”). This Sweepstakes is sponsored by 93.5 WZBH-FM, 1729 N. Salisbury Blvd., Salisbury, MD 21801 (“**Sponsor**”).

To enter for a chance to win a Daily Prize, entrants will have two methods of entry:

Method 1- Entrants must go to <https://935thebeach.com> during these Prize Entry Periods:

- From Saturday, December 2, 2023 through Sunday, December 3, 2023
- From Saturday, December 9, 2023 through Sunday, December 10, 2023
- From Saturday, December 23, 2023 through Monday, December 25, 2023
- From Saturday, December 30, 2023 through Sunday, December 31, 2023

and click on 93.5 The Beach Slayz the Holidayz Giveaway graphic. Next entrant must fill in the fields for:

NAME

EMAIL

PHONE

BIRTHDATE

ADDRESS

CITY

STATE ON DELMARVA (MD, DE, VA)

ZIP CODE

Checking the box to receive offers from WZBH-FM and Partners and/or Liking the WZBH-FM Facebook page are not required in order to participate in the giveaway. By submitting the required information, two winners will be randomly drawn from all

entrants in each Prize Entry Period on Monday, December 4, 2023; Monday, December 11, 2023; Monday, December 18, 2023; and Tuesday, January 2, 2023. Three winners will be randomly drawn from all entrants in the Prize Entry Period on Tuesday, December 26, 2023. Winner will be announced on WZBH-FM from 10:00 AM-7:00 PM on drawing days. All winners will be contacted via email or phone provided on their entry. Entry deadline: Each Prize Entry period ends at 11:59 PM. Odds of winning a Daily Prize will be determined by the number of entries received per Prize Entry Period. Participants may enter once during each Prize Entry Period.

Method 2- Entrants must listen to 93.5 The Beach (WZBH-FM either over the air or online at 935thebeach.com from 10am ET – 7pm ET on weekdays between December 1, 2023 - December 31, 2023 (“Call-in Prize Entry Period”) to listen for the cue to call. Once the cue to call has played, listeners will call 443-979-9350. The disc jockey on air will take the 9th caller, who will then be qualified to win that day's prize. Odds of winning a Daily Prize will be determined by the number of calls received.

By participating, entrants agree to be bound by these official rules and by the decisions of the Sponsor in all matters relating to the Sweepstakes. All decisions made by Sponsor are final.

WARNING: Listeners may be listening via the station stream on the Internet: please be advised that you may be listening to a delayed stream of the radio signal, which may vary depending on your computer's memory capacity and the speed of your internet connection. For that reason, we strongly recommend that you turn on your radio and tune to the station to participate in any call-in Sweepstakes to be sure you are participating in “real time.” Streaming delays may last up to several minutes. As a result, when the station announces the cue to call, listeners to the on-line audio stream may have a disadvantage in participating compared to those listeners who hear the Sweepstakes on a conventional FM radio.

No purchase necessary. Must be 12 years of age or older to enter. The Sweepstakes is open only to legal residents of Maryland, Delaware, and Virginia whose primary residence is on the Delmarva Peninsula. Void where prohibited or restricted by law. Employees, contractors, directors, officers, consultants, and representatives of Draper Holdings, Wilkins Wild Lights, local sponsors, their subsidiaries, affiliates (“**Sweepstakes Parties**”) and each of their immediate relatives and those living in the same household of each are not eligible to participate. All federal, state and local laws apply.

Each individual is eligible to win only one (1) Daily Prize in this Sweepstakes, and there is a maximum of one (1) winner per household. Winner cannot have won a prize in any other sweepstakes sponsored by 93.5 The Beach whether on radio, TV, online or mobile, within 30 days from the date of his or her selection to win a second prize.

The following prizes will be awarded individually:

Papa Roach Signed Drumhead - \$500
Godsmack Signed Drumhead - \$200
Shinedown Signed Drumhead - \$500
Muse Signed Drumhead - \$400
Disturbed Signed Drumhead - \$500
In This Moment Autographed Guitar - \$2,000
Eva Under Fire Autographed Guitar - \$1,500
Bullet For My Valentine Autographed Guitar - \$700
Blind Channel Autographed Guitar - \$400
Asking Alexandria Signed Guitar - \$800
Slash Autographed Poster - \$500
Shinedown Signed "Platinum Ticket" Poster - \$500
Shinedown Signed "93.5 The Beach 35th Anniversary/OC Bikefest" Concert Poster - \$200
Stone Temple Pilots Signed w/ Chester Bennington Poster - \$750
Avenge Sevenfold Signed Setlist Poster - \$200
Motionless in White Vinyl (Deluxe) Autographed - \$110
Avenge Sevenfold Vinyl Autographed - \$200
Disturbed Vinyl Evolution Autographed - \$150
Volbeat Signed Vinyl - \$150
3DG Signed Vinyl - \$200
Autographed Gwar Comic Book - \$250
ACDC Box Set - \$75
Guns N' Roses Lithograph - \$230
INK Box Set - \$230
Blink-182 "One More Time" Album on Rare Vinyl - \$150
Guns N' Roses Vinyl - \$50
A pair of Blink-182 at Capital One Arena Concert Tickets - \$80
A pair of Green Day & Smashing Pumpkins at Nationals Park Concert Tickets - \$106
A pair of Tool at CFG Bank Arena Concert Tickets - \$158
A pair of Disturbed & Falling In Reverse at CFG Bank Arena Concert Tickets - \$136
A pair of Creed, 3 Doors Down, and Finger 11 at Jiffy Lube Live Concert Tickets - \$132

The approximate retail value ("ARV") of each prize is as set forth above. A total of 31 prizes will be awarded with a total ARV of \$12,057.00 for all prizes.

All prizes must be picked up by the winner in person at the Sponsor's business office located at 1729 N. Salisbury Blvd, Salisbury, MD 21801. Proper identification in the form of a passport, driver's license, or other form of government-issued picture identification must be presented to Sponsor in order for a winner to claim a prize. All prize claims are subject to verification of the winner's eligibility. All prizes won by a person under 18 must be claimed by a parent or guardian. No one may claim a prize other than the winner of such prize unless proof of handicap or hardship satisfactory to Sponsor in its sole discretion is provided to Sponsor and the winner and his or her proxy, if

applicable, execute any additional affidavits, releases or agreements that Sponsor may require. Prize must be claimed by appointment on Monday through Friday 8:00am ET – 5:00pm ET no later Friday, January 31, 2024, at Sponsor’s address set forth above (“**Claim Period**”). If a prize is not claimed in accordance with these official rules within the Claim Period, the selected winner will be disqualified and forfeit all interest in such prize and Sponsor reserves the right to award the prize to another winner or donate any prizes not awarded to a charity of Sponsor’s choice. For purposes of this Sweepstakes, “business day” shall exclude Saturdays, Sundays, and official holidays of Maryland, Delaware, and Virginia.

The prizes are non-transferable, and no prize substitution is permitted, except at the sole discretion of the Sponsor. Sponsor and Sweepstakes Parties are not responsible for lost or damaged prizes.

Prizes may not be redeemed for cash, and cash equivalents will not be permitted under any circumstances. Sponsor not responsible for lottery ticket redemption policies. Additional rules and restrictions may apply.

A list of winners will be posted on 935thebeach.com by January 5, 2024, and shall be available for up to thirty (30) days after the end of this Sweepstakes.

As a condition of receiving a prize, the winner must sign and return any documents requested by Sponsor, including but not limited to, an affidavit of eligibility and publicity/liability release. Failure to sign and return any requested documents by the specified return date will result in disqualification of the winner and the forfeiture of all interest in the prize. If required by applicable law, the winner will be issued an IRS Form 1099 in the amount of the actual retail value of the prize and must provide Sponsor with his/her valid Social Security Number or Taxpayer ID for tax reporting purposes. Payment of any and all applicable taxes is the sole responsibility of each winner.

By participating in the Sweepstakes or accepting a prize, entrants agree that Sponsor and the Sweepstakes Parties (collectively, “**Releasees**”) will not be responsible or liable for any losses, damages, injuries or claims arising from the Sweepstakes or the award of any prize. Without limiting the generality of the foregoing, Releasees will not be liable for any claims arising out of technical problems or malfunctions in connection with the Sweepstakes, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: software or hardware errors; loss of telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other communication problems; errors or limitations of any service providers, servers, hosts, or providers; garbled, jumbled, or faulty transmissions; failure of any transmissions to be sent or received; lost, late, delayed, or intercepted transmissions; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, as a result of unauthorized tampering, hacking, theft, viruses, bugs, worms; or destruction of any aspect of the Sweepstakes. Entrants further agree that Releasees shall not be responsible for (i) dropped, indiscernible, or misdirected calls or for any errors in the announcement of the prize or

these rules, (ii) any inaccurate or incorrect data contained on promotional materials or announcements, or (iii) any error in the administration of the Sweepstakes or announcement of the prize and/or all Sweepstakes-related materials. As a condition of entering, entrants agree (and agree to confirm in writing if requested by Sponsor): (a) to forever discharge, release, and hold harmless Releasees from any and all claims, liabilities, injuries, losses, damages, causes of action, suits, and demands of any kind arising from or in connection with the Sweepstakes or the prize, however caused; (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, indirect, special, exemplary, or consequential damages; and (c) that any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

EXCEPT WHERE PROHIBITED, BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES AND AGREES THAT IF ENTRANT WINS, ENTRANT'S NAME, PHOTOGRAPH, AND OTHER FORMS OF LIKENESS MAY BE PUBLISHED ON SPONSOR'S PROMOTIONAL MATERIALS, INCLUDING BUT NOT LIMITED TO, SPONSOR'S NEWSLETTERS, WEBSITE AND SOCIAL MEDIA PAGES, AT SPONSOR'S SOLE DISCRETION AT ANY TIME. Except where prohibited, subject to entrant winning the prize, entrant hereby grants Sponsor, and its agents a worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display entrant's name, photograph, and other forms of likeness in any way, at any time, in any and all media related to Sponsor, without any additional approval or consent of, and without consideration to the entrant.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to force majeure or tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the Sweepstakes administration process or otherwise acts in violation of these rules, and to cancel, modify, or terminate the Sweepstakes.

All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Maryland, without giving effect to any choice of law or conflict of law rules. By entering, you consent to the jurisdiction and venue of the state and local courts located in Wicomico County, Maryland and the federal courts located in the District of Maryland for the resolution of all disputes, and agree that any

and all disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that or any other provision. If any provision of these rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

Any personally identifiable information collected during participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, and its affiliates for purposes of the proper administration and fulfillment of the Sweepstakes and as otherwise set forth in these rules. Sponsor reserves the right to use such information to provide winners with newsletters and other promotional material. Winners may opt-out of such communications by contacting Sponsor, as applicable.

Sponsor reserves the right to modify or supplement these rules at any time.

Any trademarks, tradenames, and/or tradestyles used in the Sweepstakes are the sole property of the respective owners of such trademarks, tradenames, and/or tradestyles and are used in connection with the Sweepstakes solely for identification purposes.