

Summer of Smiles Radio Contest

Official Rules

Station(s): WOCM (98.1 FM, "Ocean 98") & Ocean City Tourism

Address(es): 117 W 49th St. Fl 2. Ocean City, MD 21842

Telephone: (410) 723-3683

Pick Up: Monday – Friday 9am to 5pm

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO PARTICIPATE IN OR WIN THIS GAME. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM INCLUDING WITHOUT LIMITATION TIKTOK, SNAPCHAT, OR FACEBOOK OR INSTAGRAM FROM META ("SOCIAL MEDIA PLATFORM(S)").

The "Summer of Smiles" Game (the "Promotion") intended for legal residents of the Maryland, Delaware, and Virginia, ("Participating States" or "Market") only and shall only be construed and evaluated according to USA law and applicable state law. Do not enter this Promotion if you are not a resident of one (1) of the Participating States or otherwise ineligible in accordance with these Official Rules at the time of entry. The Promotion begins at 12:00:01 a.m. EST on June 6, 2023, and ends at 11:59:59 p.m. EST on September 5, 2023, or when all available game pieces (as defined below) are requested in accordance with these Official Rules ("Promotion Period").

The Promotion is sponsored by Mayor and City Council, of Ocean City, 301 N. Baltimore Avenue, Ocean City, MD 21842 (the "Sponsor") and administered by WOCM (98.1 FM, "Ocean 98"), 117 W 49th St. Fl 2. Ocean City, MD 21842 (the "Administrator").

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Promotion. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

HOW TO PARTICIPATE: Entrants can participate in the Promotion through the following method of entry: Contest is open to legal U.S. residents of the station listening area as defined by Nielsen Audio and who are age 21 or older. Employees of Mayor and City Council, of Ocean City, and their respective affiliated and subsidiary companies and members of the immediate families or households of such employees are not eligible. Void where prohibited. No purchase is necessary for entry.

ENTRY METHOD Radio – During the Promotion Period, the Sponsor will be live on the radio from 8am-9am every Tuesday morning. The first caller (calls in as instructed) after the radio announcement is made, to answer the question correct will be deemed a Prize Winner

The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the sole purpose of administering this Promotion. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://oceancitymd.gov/oc/privacy-policy/>. By participating in the Promotion and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

PRIZES: There will be up to twelve (12) Weekly Prizes. Each Winner ("Winner"), upon the Administrator's verification of eligibility, will receive a Summer of Smiles kit valued up to \$200.

ADDITIONAL PRIZE CONDITIONS: By accepting a Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of their Prize. The Winners will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Prize Winners must note that the value of the Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with Prize claim instructions within three (3) business days from the first notification attempt, if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, contest captured at any Contest-related event, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that Released Parties have neither 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 the Prizes.

GENERAL CONDITIONS:

If for any reason the operation or administration of this Promotion is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion 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 cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these

Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Promotion or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Promotion, Entrants agree to release and hold harmless the Released Parties and Social Media Platforms from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Promotion or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Promotion is canceled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control. EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

TELEPHONE EQUIPMENT:

Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function may not be allowed to participate unless they enter their correct area code and telephone number. Irie Radio, and the station disclaim all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, mis-dial or misdirected calls, acts beyond the sponsor's or station's control, or otherwise. Irie Radio, and the station disclaim all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission or other delivery method. Irie Radio, and the station are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this Contest.

By entering a contest on WOCM-FM, each participant in the contest, including all winners, acknowledge that WOCM-FM and Irie Radio will have the right to reproduce, publicize, and broadcast his or her name, likeness, and all matters incidental thereto without compensation. Anytime the 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 station to broadcast the call or record the call for later broadcast

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Promotion shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, or jurisdiction's laws. By participating in the Promotion, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the Worcester County Circuit Court for the State of Maryland; (iii) 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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Promotion and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of the Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and insure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the first name, last initial, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by Oct 15, 2023, to: Ocean City Tourism/Summer of Smiles Winners List Request, 4001 Coastal Highway Ocean City, MD 21842