

**HOT 107.9 Next To Burn
September 2020 Edition
Official Rules**

CONTEST DESCRIPTION: The **Next To Burn** (the “Contest”) starts on **Friday, October 2, 2020 at 10AM Eastern (“EST”)** and ends on **Saturday, October 31, 2020 at 11:59PM EST.** (“Contest Period”). Entries not received within the Contest Period will be void.

This Contest is administered by **WHTA-FM** (“Station”) in conjunction with Premiere Networks, Inc. d/b/a Dr. Dave’s URise platform (“Platform”), which operates via Station’s Facebook Messenger. Platform is a paid service providing distribution of and feedback on submitted media utilized by Radio One Stations. A Service Fee of Twenty Dollars (\$20.00) payable to Platform is required to participate in this Contest.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Facebook Messenger.

See below for further details.

PRIZE:

- **Five Hundred Dollars (ARV \$500);**
- **Virtual listening session with HOT 107.9 Program Director (ARV \$1,000);**
- **Instagram Interview on HOT 107.9 (ARV \$500);**
- **Song placement on HOT 107.9 social media pages (ARV \$1,000);**
- **Song placement on the Durtty World Playlist featured on Spotify & Apple Music and a track from producer Twysted Genius (ARV \$5,000);**
- **Amazon Echo Show 8 Smart Display (ARV \$100)**

Approximate Retail Value (“ARV”) of prizes awarded: \$8,100.00

Prize is awarded “as is” with no warranty or guarantee, either express or implied. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Station management and/or the sponsor in its sole discretion. The Station reserves the right to substitute an item of equal or greater value in the event an advertised prize element is unavailable. Any and all federal, state and local taxes on the prize, and any other costs, fees, and expenses associated with prize acceptance and use not explicitly stated herein as being awarded is the sole responsibility of the winner.

To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.

In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Station and/or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by the winner.

Dates and times of concerts, events, trips, and activities are subject to change and those changes are deemed to be beyond the control of the Station. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Sponsor is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or

performer. The Station is not obligated to make any effort to find an alternative prize under these circumstances.

Transportation to and from any event venue, meals, beverages, souvenirs and incidentals will be the responsibility of the winner.

Movie passes, and/or special screening and premiere movie passes are valid for space available only. Seating is provided on a first-come-first-served basis.

Gift cards are subject to terms and conditions as specified by issuer.

ELIGIBILITY: Contest is open to listeners of **WHTA-FM** who are legal residents of the United States residing within the **Atlanta, GA** metropolitan area, are 18 years of age or older as of **July 1, 2020** of the Contest. Individuals must also have internet access, a Facebook account, and access to Facebook Messenger to participate. Employees of the Station, **Radio One Atlanta** (“Company”), **Omerta Records Inc.** and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws. The information you provide will be used for the purposes of Contest administration.

Unless otherwise specified, entrants may only win once during this Contest.

Persons who have won a prize in another Contest or promotion of any kind from the Station within the Six (6) month period immediately preceding the start date of this Contest are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Station during any Six (6) month period.

HOW TO ENTER:

During the Contest Period, participants must visit **m.me/hot1079atl** and select the “Submit A Track” option and submit one (1) piece of original music (“Materials”). Participants must sign into their Facebook accounts to enter. All submissions must be in the form of a link to a public YouTube video or a Soundcloud song containing the participant’s Materials. For submissions to be complete, participants must fill out the online entry form provided upon submission of Materials. By entering this Contest, you are agreeing to Facebook’s Terms of Service located [here](#).

All submissions will be subject to a Service Fee (“Fee”) in the amount of Twenty Dollars (\$20.00), payable via Paypal. This Fee is a service charge for the submission’s distribution on and any feedback received through the Platform. Payment of this Fee is required to complete the upload of each entrant’s Materials. Materials will be uploaded to the Platform to be judged and critiqued.

Entries must be received by **11:59PM EST on October 31, 2020**. Limit of one (1) entry per person during the Contest Period. Entries received from any person or email address in excess of the stated limitation will be void. To enter the Contest using a mobile device, you must have a service plan for your web-enabled mobile device with your wireless service provider. Data rates may apply. See your wireless service provider for pricing plan details and capabilities.

In the event of a dispute regarding the identity of a participant's entry, the entry will be deemed to have been made by the authorized holder of the social media account at the time the entry was made.

If you choose to enter using your mobile phone, standard data rates may apply. See your wireless service provider for pricing plan details and capabilities.

Submitted entries must be "family friendly", appropriate for all audiences, and must meet the below-listed Entry Requirements.

ENTRY REQUIREMENTS: Materials may not contain, as determined by the Station, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about the Station and / or any sponsor, other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

CONTEST JUDGING AND WINNER DETERMINATION: Once an entrant's Materials are successfully submitted, the Platform will make them available to the public, who will then be able to rate the Materials. Individuals must have a Facebook account and access to Facebook Messenger to rate Materials. During the Contest Period, members of the public who rate Materials (hereinafter, "Curators") will be rating based upon the Materials musical quality using the following rating points system:

Fire Emoji = Hot, 100 pts

Wrench Emoji = Needs Work, 50
pts

Trash Can Emoji = Not, 0 pts

The Platform will display a leaderboard at the end of the Contest Period with the final rankings. Materials must achieve a minimum amount of points, as determined by the Station in its sole discretion, in order to appear on the leaderboard.

The top entry on the leaderboard will be selected as the winner.

The winner will be notified by email and provided with instructions for claiming their prize.

Winners must provide valid identification (e.g. via driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph), and a completed W9 form to claim their prize. Identification documents must match information previously provided to the Station.

The prize may only be claimed by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner.

Prizes will be awarded only upon winner verification and final approval by the Station.

If for any reason a contest winner provides notice that they have decided not to accept an awarded prize, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Contest sponsor and / or Contest administrator if another contestant is to be selected as the winner if time permits.

The Station, the Company, and its affiliates and promotional partners shall not be liable for any claims made by ineligible entrants.

In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Stations, in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Stations and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by winner.

WINNER NOTIFICATION: Station and Company's decisions are final and binding on all matters relating to this Contest. Potential winner will be notified via the email address provided upon entry and will be asked to respond and provide their full name, telephone number (including area code), date of birth, street address and/or email address and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Station, which must be returned within three (3) business days of date appearing on prize notification. Return of prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Station to contact the potential winner within a reasonable time period or noncompliance with these Official Rules by the potential winner will result in disqualification and, at Station's sole discretion, the prize may be awarded to an alternate winner. In the event the winner is at least 18, but still considered a minor in his/her jurisdiction of residence, Station reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Station and Company management, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Station, the Company, **Omerta Records Inc.**, Twitter, Instagram, Facebook, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest related activity or the acceptance, possession, use or misuse of any awarded prize or prize element; and (c) to the use of his/her name, voice, submitted entry, performance, photograph/video, prize information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Station, Station management, and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrants also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Station and Company management, which either may withhold in its sole discretion.

So long as no participant is materially adversely affected, the Station reserves the right to make changes in these Contest rules, which will become effective upon being announced on the air and / or posted online.

LICENSE/USE OF ENTRIES: By submitting an entry, and to the extent allowed by law, the Contest participant grants the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse the submitted entry, name, photo, tweet, retweet, comment and/or post and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries, tweets, retweets, Twitter, Instagram or Facebook updates; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, or tweets, retweets, and/or updates, the announcement of the prize and winner, or in any other Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Station and Company management, will be disqualified and all associated Entries/tweets/retweets will be void. Should any portion of the Contest be, in the Station and the Company's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Station and Company, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, the Station and Company reserve the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken. In the event of a dispute regarding entries received from multiple users having the same social media or email account, the authorized subscriber of the social media or email account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the applicable account by the applicable social media or email platform. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE STATION AND COMPANY MANAGEMENT RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant, Station and Company in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of **Georgia**, USA.