

The Ashley-Grand and Tempur-Pedic Holiday Mattress Giveaway Contest Rules

These contest rules are specific to the above contest conducted by Entercom Virginia, LLC d/b/a WNVZ-FM (the “**Station**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this Contest as well. A copy of these specific contest rules and the Station’s general contest rules are available on the Station’s website at <https://z104.radio.com/rules>. As a preventative measure in light of COVID-19 (Coronavirus), copies of the specific Contest rules and the Station’s general contest rules will not be available at the Station’s studio. To the extent that the Station’s general contest rules differ from these rules, these rules will govern and control with respect to this contest.

How to Enter

1. No purchase or payment of any kind is necessary to enter or win the Ashley-Grand and Tempur-Pedic Holiday Mattress Giveaway contest (the “**Contest**”).
2. Eligible Nominees must both be eighteen (18) years of age or older and legally reside in Virginia or North Carolina as of the date of entry in this Contest (each a “**Nominee**”).
 - a. Individuals may make Nominations (each, a “**Nominator**”) starting at 12:00am EST on Monday, November 23, 2020 and ending at 11:59pm EST on Sunday, December 20, 2020 by means of submissions to the Station by completing the form on the Station’s website by clicking on the “Ashley-Grand and Tempur-Pedic Holiday Mattress Giveaway” page and submit all of the following materials:
 - i. Nominator’s contact information including Nominator’s full name, address of legal residence, phone number (including area code), date of birth, select a gender, and e-mail address.
 - ii. The name, address, age, and telephone number (including area code) of the Nominee that you are nominating in this Contest; and
 - iii. A short essay in 250 words or less describing why Nominator would like to nominate someone who is a first responder or essential worker (each a “**Nomination**”).
 1. **Nominators may not nominate themselves.**
 2. **Nominators are not eligible to win or receive a prize in this Contest.**
 3. Only the first 250 words of any essay submitted will be read (longer essays will not be disqualified).
 - b. By submitting an essay to the Station, each Nominator authorizes the Station to post such essay and/or Nominator’s and Nominee’s name to the Station’s website at <https://z104.radio.com> and/or to read it on-air.
 - c. Station reserves the right to edit an essay in its sole discretion. Not all essays will be posted to the Station’s website and/or read on-air.
 - d. Essays need not be truthful. Station shall have no obligation whatsoever to verify the truthfulness or accuracy of any essay submitted in this Contest, even if such essay is submitted with an entry selected as the winning entry.
 - e. IT IS THE NOMINATOR’S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF THE NOMINEE TO STATION READING/POSTING THE NOMINATOR’S NOMINATION WITH RESPECT TO THE NOMINEE’S OR OTHER PERSON’S NAME AND OR OTHER PERSONAL INFORMATION ABOUT THE NOMINEE OR OTHER PERSON THAT NOMINATOR MAY ELECT TO INCLUDE IN SUCH ESSAY. BY ENTERING THIS CONTEST, NOMINATORS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE NOMINATOR.
 - f. As part of the entry process, Nominator may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (*i.e.*, *email clubs, text clubs, and rewards programs*), the Participating Stations; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
3. **By submitting a Nomination, Nominators and Nominees understand and agree that Station may elect to use any submitted Nomination for entertainment purposes on-air and may choose to “make fun” of any submitted Nomination. Nominators and Nominees waive any right to make any claim against**

Station, or any Contest sponsors with respect to any disparaging comment made on-air about a Nomination submitted by a Nominator, or in which the Nominee was the subject.

4. Essays submitted as Nominations in this Contest must be original works created by the person submitting such Nomination. In the event it comes to Station's attention before or after Winner selection in this Contest that any such Nomination includes any plagiarized material, such Nominator and the affected Nominee shall be disqualified and any and all prizes will be forfeited.
5. Failure to submit all of the above items in one submission/Nomination will result in disqualification.
6. WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION (OR ITS SPONSORS) IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE NOMINATOR OR NOMINEE.

How to Win

7. At approximately 12:00 pm EST on Monday, December 21, 2020, twenty (20) Winner(s) will be randomly selected from among all of the entries in this Contest to receive one (1) Prize in this Contest (*as described in Section 11 below*), subject to verification and compliance with the Contest rules (the "**Winner**").
 - a. There will be up to, but in no event more than, twenty (20) Winner(s) in this Contest.
 - b. The Station will notify the Winner(s) by means of the phone number or email address provided to the Station at the time the Nominee entered the Contest.
8. Odds of winning the Prize in this Contest shall depend upon the number of entries received in the Contest.
9. PRIZES WILL BE AWARDED TO THE SELECTED NOMINEES WHO WILL BE THE ONLY PERSONS ACKNOWLEDGED AS WINNERS IN THIS CONTESTS. THE NOMINEES WILL BE REQUIRED TO COMPLETE THE NECESSARY FORMS REQUIRED BY STATION (INCLUDING, WITHOUT LIMITATION, ACKNOWLEDGEMENT OF RESPONSIBILITY FOR TAXES, PROOF OF AGE AND RESIDENCY) PRIOR TO RECEIVING THE PRIZE. WINNERS MUST RETURN ALL DOCUMENTS SENT TO THEM AND REQUIRED TO BE SIGNED BY THE STATION WITHIN 7 DAYS OF RECEIPT. PRIZES MUST BE PICKED UP BY THE WINNERS AT THE STATION'S STUDIOS DURING REGULAR BUSINESS HOURS WITHIN 30 DAYS OF NOTIFICATION THAT THE PRIZE IS READY. PRIZES WILL BE READY APPROXIMATELY 14 BUSINESS DAYS AFTER STATION RECEIVES ALL OF THE REQUIRED PAPERWORK BACK IN A TIMELY FASHION. IN THE EVENT OF A FAILURE BY A NOMINEE TO ACCEPT THE PRIZE, TO COLLECT THE PRIZE, OR TO COMPLETE THE FORMS BY THE DEADLINE REQUIRED BY STATION, THE PRIZE WILL NOT BE AWARDED UNLESS OTHERWISE DECIDED BY THE STATION IN ITS SOLE DISCRETION ON A CASE BY CASE BASIS. THE STATION IS NOT OBLIGATED TO SELECT A REPLACEMENT NOMINEE (BUT RESERVES THE RIGHT TO DO SO IN ITS SOLE DISCRETION, TIME PERMITTING).
10. Station has no obligation to notify a Nominator that their Nominee was selected as a winner. Station has the absolute and irrevocable right to notify the Nominee of the name of the Nominator(s) who nominated him/her.

Prizes

11. Up to twenty (20) verified Winners will receive the Prize described below ("**Prize**"). The Station reserves the right to award fewer Prizes in the event that an insufficient number of entries are received. Each Prize consists of one (1) certificate ("**Prize Certificate**") which the winner may redeem (as specified herein and in the Prize Certificate) for one (1) Tempur-Pedic queen-size refurbished donation mattress and one (1) queen-size box spring (box spring brand to be determined by Jerry's, Incorporated in its sole discretion). The retail value of each Prize is \$2,262.47. A "refurbished donation mattress" is a mattress that has been returned to Tempur-Pedic® through the Tempur-Pedic® 90 day comfort return program and has undergone the Tempur-Pedic® National Donation Program refurbishment process wherein the mattress is inspected to determine if it is usable, the original cover and fire sock are removed, the mattress core is sanitized with Steri-Fab, and the sterilized mattress core is covered with a new fire sock and a new donation cover. During this process some mattresses are cut down to size based on charity demands and core availability, and as a result, they are not "End of Life" mattresses, meaning they are not fully comparable to any specific Tempur-Pedic® model.

12. Each Prize will be awarded in the form of a certificate (“Prize Certificate”) that Winners must redeem directly from Jerry’s, Incorporated at a participating designated Grand Furniture and Ashley HomeStores retail location (as specified on the Prize Certificate) no later than February 1, 2021. Winner(s) forfeits the Prize if Winner(s) does not redeem the Prize Certificate from Jerry’s, Incorporated by February 1, 2021 as specified herein and in the Prize Certificate.
13. Winners acknowledge and agree that Station’s only obligation with respect to the Prize is to award a Prize Certificate to verified Winners who have completed all requirements to receive the Prize.
14. Prizes will be delivered to verified Winners by Jerry’s, Incorporated within four (4) months following the date on which each Winner presents their Prize Certificate to Jerry’s, Incorporated for redemption in accordance with, and subject to, Winner(s) compliance with the terms and conditions specified in these Rules and on the Prize Certificate. Notwithstanding the foregoing, delivery of the Prizes may be delayed due to reasons beyond the control of Station or Jerry’s, Incorporated including, without limitation, due to epidemic or pandemic disease, or due to an order of any governmental or legal authority which prevents delivery by Jerry’s, Incorporated.
15. **Nominators are not entitled to any award or prize in this Contest, even if their submission was selected as a winner and/or their Nominee rejects the prize, does not complete the required paperwork on time, or cannot be located.**

Sponsor(s)

16. The administrator of this Contest is Entercom Virginia LLC d/b/a WNVZ and the sponsors of this Contest are Jerry’s, Incorporated d/b/a Grand Brands and United Way of South Hampton Roads.

Other Rules Specific to This Contest

17. Station is conducting this Contest using proprietary software owned by a third party known as Second Street Inc. (“**Second Street**”). Second Street is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to Second Street’s Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the “**Second Street Policies**”) and may be required to register with Second Street. While agreement to the Second Street Policies is required in order to enter this Contest, the Second Street Policies are not a part of these Contest rules but are a separate agreement between the entrant and Second Street. With respect to the conduct of this Contest by Station, in the event of any conflict between the Second Street Policies and the Station Contest rules, the Station’s Contest rules govern.
18. Station is not responsible for any error or technical malfunctions associated with the Second Street site that may affect any entrant’s ability to enter, to win, or to be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the Second Street site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this Contest, terminate this Contest without a winner, terminate this Contest and select a winner early, provide alternative means of entry or any other changes to these Contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station’s website, if applicable.
19. Employees of Second Street and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.