

**DETAILED CONTEST RULES FOR THE  
FOOD CITY TAILGATER OF THE GAME 2016**

1. How to Enter the Contest:

- a. The Food City Tailgater of the Game Contest will begin on Thursday, September 1, 2016 at 12:01 a.m. (EST) and will end on Saturday, November 19, 2016 at 11:59 p.m. (EST). The Food City Tailgater Judging Team will be judging fans who are tailgating in the on-campus parking area at Neyland Stadium in Knoxville, TN prior to University of Tennessee 2016 regular-season home football games on September 1<sup>st</sup>, September 17<sup>th</sup>, September 24<sup>th</sup>, October 15<sup>th</sup>, November 5<sup>th</sup>, and November 12<sup>th</sup> to determine which tailgaters have the most school spirit. Judging will take place for two (2) hours and will begin approximately three (3) hours prior to each game's kick-off and will end approximately one (1) hour prior to each game's kick-off.
  
- b. To participate in the Contest, tailgaters must be stationed within a five (5) mile radius of Neyland Stadium beginning three (3) hours prior to kick-off until one (1) hour prior to kick-off, at any of the home football games listed above. The Food City Tailgater Judging Team will drive around tailgating areas in a golf cart searching for the best tailgaters. Tailgating groups/teams must have: at least ten (10) people; must be set up and ready when/if the Judging Team arrives; must have signage indicating the name and/or theme of their tailgating group/team; must be tailgating for the University of Tennessee. The Judging Team will drive around and, from the tailgating teams they see, will, in their sole discretion, select and invite tailgating teams to participate based on which teams meet the tailgating team eligibility requirements set forth herein and appear to have the most school spirit. The selected tailgating team will be asked if they would like to participate and, if so, each member of the team must sign an Official Registration Form and consent to being videotaped while demonstrating their University of Tennessee Tailgater Spirit. After all selected tailgating teams have performed, from the teams that performed at that game, the Judging Team will, in their sole and final discretion; determine one (1) Tailgater of the Game Winner based on the following criteria: use of Food City products, enthusiasm, school spirit, and creativity/hospitality/friendliness.

If selected to participate, tailgaters must complete an Official Registration Form by signing their names, hand printing their complete name, street address, city, state, zip code, date of birth and daytime and evening telephone numbers, and give their completed registration form to the Food City Tailgater Judging Team. If a selected participant does not have a phone, indicate "no phone." Failure to comply with this or any other official rule will result in disqualification. A Participant Release Form must be signed by each individual in the tailgating party prior to being videotaped as a condition of entry. Participants must then demonstrate their University of Tennessee School Spirit (in 15 seconds or less) while being videotaped. Entrants may be disqualified at the sole discretion of the Food City Tailgater Judging Team. Entrants may be on a maximum of one (1) tailgating team in this contest. Teams must have a minimum of ten (10) people to be eligible and must meet all team criteria set forth herein.

- c. In the event any of the scheduled games do not occur for any reason, sponsors and the Food City Tailgater Judging Team reserve the right to change the date of that game's "Tailgater of the Game" contest or eliminate that week from the Contest. Sponsors and the Food City Tailgater Judging Team reserve the right in its sole discretion to disqualify any entry which reflects negatively towards Sponsors or their Promotional Participants, promotes any opposing team, or contains profanities, inappropriate gestures, or does not comply with the Official Rules, in its sole and final discretion. Sponsors and The Food City Tailgater Judging Team reserve the right to refuse entry to any person at its sole discretion. Consenting to being videotaped grants Sponsors and its Promotional Participants the right to publish, use, adapt, edit, and/or modify such videotape, and everything contained therein, in any way, in any and all media, without

limitations, and without consideration or expectation of future consideration to the entrant. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsors any and all rights, title and interest necessary to use the videotape, including, without limitation, entrant's right of publicity. By entering and participating in the contest, entrants, on behalf of themselves: (1) agree that their disclosure is gratuitous, unsolicited, and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the Station is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the entrant; (2) acknowledge that, by acceptance of their submission, the Station and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than the entrant; (3) verify that they are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted; (4) hereby grant Station a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) and unrestricted right and license to use, publish, reproduce, display, perform, adapt, modify, edit, duplicate, broadcast, distribute, have distributed and promote, for commercial use or otherwise, such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose; (5) acknowledge and understand that Station shall be the sole and exclusive owner of such material, including all copyrights and other intellectual property rights; and (6) hereby assign to Station, its parents, subsidiaries, affiliates, successors and assigns, whatever interest they may now or ever have in such material for any other reason, including, but not limited to, any rights that they may have to any proceeds arising out of the production, sale or other use of the materials.

## 2. Eligibility Restrictions:

- a. The Contest is open to all legal residents of Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and Virginia who are legal United States citizens 18 years of age or older at the time of entry. Employees of WIVK-FM, its licensee, Cumulus Media, their subsidiaries, affiliated entities, affiliated advertising agencies, participating sponsors/promotional partners, other Cumulus radio stations in the states listed above and the members of their immediate families are ineligible to participate or win. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren, and any other person residing within the same household. In addition, Employees of Sponsors (Food City, Dish, Knoxville News Sentinel, Vol Network, All Occasions Party Rentals, Coca-Cola Zero, WIVK-FM, and WVLT-TV) and Promotional Participants, any of their respective affiliates, subsidiaries, employees, shareholders, directors, officers, agents, advertising and promotional agencies and suppliers involved in this promotion and each of their immediate family members (mother, father, brother, sister, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step brother, step-sister, half brother, half sister and any others living in the same household are not eligible to enter or win. Void outside of AL, GA, KY, MS, NC, SC, TN, and VA and where prohibited by law. No substitution, cash redemption or transfer of prizes by winner permitted. All federal, state and local taxes are the sole responsibility of the winners. All federal, state and local laws and regulations apply. Grand Prize Winner will be required to sign an IRS Form W-9 or the equivalent. Failure or refusal to execute the release will result in winner forfeiting the prize. Photo identification and social security number of the Grand Prize winner may also be required in order to collect the prize. All material submitted become the property of Sponsors and will not be returned. INTERNET CAUTION: Any attempt by an individual or group to deliberately damage any website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsors reserve the right to seek damages from any such individual or group to the fullest extent permitted by law including criminal prosecution. Sponsors reserve the right to cancel or modify the contest if fraud, misconduct or technical failures compromise the integrity of fairness of the promotion; or if a computer virus, bug, or other technical problem

corrupts the administration, security, or proper administration of the Contest as determined by Sponsor/judging agency/administrator, in their sole discretion. Potential Grand Prize winner and his/her guests will be required to complete an Affidavit of Eligibility/Release of Liability/Publicity Release Form within seven (7) days of notification. Noncompliance may result in disqualification and an alternate may be selected, time permitting. Return of any prize or prize notification as undeliverable will result in disqualification and an alternate may be selected, time permitting. Acceptance of prize constitutes permission to the Sponsors and its Promotional Participants to use winners' names and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting prize, winners (or winner's parent/legal guardian if entrant is deemed a minor in his/her state of residence) agree to release and hold Cumulus Media and its subsidiaries, Sponsors, their Promotional Participants and their respective directors, officers, employees and assigns, harmless against any and all claims, damages, losses, expenses and liability arising out of use/acceptance of any prize. Entrants (or entrant's parent/legal guardian if entrant is deemed a minor in his/her state of residence) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. By participating in this contest, entrants (or entrant's parent/legal guardian if entrant is deemed a minor in his/her state of residence) agree to be bound by the Official Rules and the decision of the judges. All decisions of the judges are final and non-appealable. Sponsors and its Promotional Participants shall not be responsible for any typographical or other error in printing, the offering or the announcement of any prize or in the administration of the promotion. Material modifications shall be announced on-air, when practical. By participating in this contest, you agree to be bound by these contest rules, any modifications thereof, and by all other rules imposed by Station or management. If due to circumstances beyond the control of Station, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Station reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

- b. Participants in the contest must possess valid government issued photo identification.
- c. As mentioned herein, participants must meet all of the "Team" requirements.

3. Prizes:

- a. Each participating tailgater team will select one (1) representative to accept the weekly prize; this representative shall be solely responsible, in his/her sole discretion, for the distribution of the prize(s) to the various tailgater members, making any and all arrangements in connection with the prize, signing all necessary forms and releases and will be the primary contact for the tailgating team. Limit one (1) Weekly Prize per winner. A maximum of six (6) "Tailgater of the Game" Prizes will be awarded. All eligible weekly "Tailgater of the Game" Winners will qualify to win the "Tailgater of the Year" Grand Prize.
- b. Up to six (6) Weekly Prizes will be awarded in this Contest, one (1) each to each of the six (6) winning tailgating teams. Weekly Prizes are provided by WIVK-FM and Food City and include: ten (10) WIVK t-shirts, one (1) \$500 Food City Gift Card (expires one year from the date of issue), and one (1) cooler. Approximate Retail Value of each Weekly Prize: \$560. Food City Gift Card is not redeemable or exchangeable for cash and is subject to all terms and conditions of use as established by issuer.

One (1) Grand Prize will be awarded in this Contest to the "Tailgater of the Year." Grand Prize is provided by Food City and includes: ten (10) 2016 SEC Conference Championship game tickets, one (1) night hotel accommodations (up to five (5) rooms, double occupancy, depending

on the number of guests); and ten (10) party passes for the Fan Fest event. Approximate Retail Value of Grand Prize: \$9,000 (may vary based on the total number of members of the winning tailgating team). The prizes will be awarded to the designated representative of winning tailgate team and not to each individual participant. Prizes are dependent on the total number of tailgate team members - if winner has fewer than nine (9) guests, winner is not entitled to receive tickets or Fan Fair passes not allocated to a specific guest, and will not receive additional hotel rooms, and no compensation will be given in lieu thereof. Transportation is not included. All other travel-related expenses, including but not limited to parking, meals, gratuities, hotel and personal expenses are the sole responsibility of designated winner. Trip must be taken on the date to be specified by Food City or prize will be forfeited in its entirety. Seat locations are at Food City's sole discretion. Food City is not responsible if game is postponed or cancelled after ticketing of prize for any reason, in whole or in part. In that event, winner will receive remainder of prize. No compensation will be paid in lieu of the ticket portion of prize.

- c. All Weekly Prizes or prize certificates will be given to the representative of the winning tailgate team on the day of their selection. Grand Prize Winner will be notified and contacted by Food City. Food City will coordinate distribution of Grand Prize or Prize Certificate to Grand Prize Winner. Any Grand Prize or prize certificate not claimed within forty five (45) days of winning will be automatically forfeited by the winner, unless a prize has an expiration date, in which case a prize may be forfeited earlier than forty five days from winning. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its arrival. Neither WIVK-FM nor any of this contest's Sponsors are responsible for the safe arrival of a prize or prize certificate.
- d. Contest prizes are not transferable. Prizes may not be substituted for or redeemed for cash.
- e. Grand Prize Winner will receive 1099 IRS Tax form for the value of the grand prize as stated in these contest rules.
- f. Prizes are limited solely to those items explicitly set forth herein and shall not include any and all other expenses, incidentals or taxes that may arise out of the winner's receipt of this prize.
- g. Prizes will be awarded as is, with no written or express warranty.

4. Selection of Winners:

- a. Up to six (6) Weekly Winners will be selected as described in Section 1 of these Contest Rules.
- b. Each Weekly Winner will be notified 30 minutes prior to kick-off of the game before which they were selected as the Weekly Winner. Participants must be at their original tailgate location where they were videotaped in order to be declared a Weekly "Tailgater of the Game" Winner and receive their prize, or else they will forfeit and an alternate Weekly Winner/Tailgater of the Game may be selected, time permitting. The Weekly Winner's videotaped footage of their entry submission will be shown on the Jumbotron at some time during the University of Tennessee home game at which the Weekly Winner entered the Contest.
- c. On the Monday after each UT home game, an image of the Weekly Winner/Tailgater of the Game will be uploaded to wivk.com. From **November 13, 2016** at 12:00 a.m. (EST) through **November 18, 2016** at 11:59 p.m. (EST) (the "Voting Period" is subject to change at the Sponsors sole discretion), all fans will be encouraged to vote on Tailgater of the Year at wivk.com and the team with the most votes will be crowned the winner at the UT vs. Missouri game on November 19<sup>th</sup>. Fans can vote once per day and the terms and conditions will be heavily regulated to prevent illegal voting. Before a fan may cast their vote, he or she must

submit contact information and will be given the option of signing up for Food City mobile alerts and/or emails. The Weekly Winner that receives the most votes during the eligible Voting Period will be declared the "Tailgater of the Year"/Grand Prize Winner (subject to confirmation of eligibility). The Tailgater of the Year Grand Prize will be announced on November 19, 2016. In the event of a tie for the most votes received during the eligible Voting Period, the tied Weekly Winner that received the highest score from the judges in the Enthusiasm and School Spirit category during the judges' initial scoring/weekly winner selection will break the tie. In the event there is still a tie, a tiebreaker judge will, in his/her sole discretion, cast a vote for one (1) of the tied teams.

- d. The selected "Tailgater of the Year"/Grand Prize Winner will be notified by phone. If the Grand Prize Winner cannot be contacted within 48 hours of this time, they will automatically forfeit and the eligible Tailgating team with the next highest number of votes will be the Grand Prize Winner (subject to confirmation of eligibility). This shall continue until one (1) Grand Prize Winner is determined.

#### 5. Conditions:

- a. Photo identification and social security number of the Grand Prize winner may also be required in order to collect the prize. Payment of all federal, state and local taxes is the sole responsibility of the winner. Winners will be required to sign an IRS Form W-9 or the equivalent. Winner will receive a 1099 for the value of the prize as stated in these contest rules.
- b. Each member of the winning team is required to sign a release in order receive the prize. Failure or refusal to execute the releases will result in winner forfeiting the prize. Pursuant to the liability release, the winners will agree to hold WIVK-FM its licensee, Cumulus Media, their subsidiaries, affiliated companies and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly from the prize, its use, or participation in the contest.
- c. By participating in the contest, the winner or winners (and their guest or traveling companion, if applicable) agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation, and to sign a publicity release prior to acceptance of the prize.
- d. WIVK-FM and Sponsors, in their sole discretion, reserve the right to disqualify any person tampering with the entry process, or who is otherwise in violation of the rules. The Station and Sponsors further reserve the right to cancel, terminate or modify the contest at any time and for any reason including if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.
- e. The Station and Sponsors reserve the right in their sole discretion to modify the contest rules and dates at any time for any reason. Material modifications shall be announced on-air, when practical. By participating in this contest, you agree to be bound by these contest rules, any modifications thereof, and by all other rules imposed by Station management and Sponsors. If due to circumstances beyond the control of Station and Sponsors, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Station and Sponsors reserve the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.
- f. No purchase necessary. The Contest is void where prohibited. This is not a game of chance.

- g. Failure to comply with the Contest Rules may result in a contestant's disqualification, at the sole discretion of WIVK-FM and Sponsors.
- h. WIVK-FM and Sponsors are not responsible for typographical or other errors in the printing, the offering or the administration of the Contest or in the announcement of a prize.
- i. **WINNERS LIST/OFFICIAL RULES:** For the names of the winners or a copy of the Official Rules, send a separate, self-addressed stamped (#10) envelope to The University of Tennessee/Food City Tailgater of the Game Winners, 2200 Leslie Street, Knoxville, TN 37921, to be received by November 28, 2016. Copies of the written Contest Rules and a list of all winners are available during regular business hours at the main studio of WIVK-FM, 4711 Old Kingston Pike Knoxville, TN 37919.
- j. **SPONSORS:** Food City, Dish, Knoxville News Sentinel, Vol Network, All Occasions Party Rentals, Coca-Cola Zero, WIVK-FM and its licensee, Cumulus Media, and WVLT-TV, any of their respective affiliates, subsidiaries, employees, shareholders, directors, officers, agents, advertising and promotion agencies and suppliers involved in this promotion.

## **ADDENDUM**

**Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Sweepstakes.

**Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, likeness, prize information, city and state of residence for promotional purposes in any media without further consideration.

**Release and Limitations of Liability:** Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless Food City, Dish, Knoxville News Sentinel, Vol Network, All Occasions Party Rentals, Coca-Cola Zero, WIVK-FM and its licensee, Cumulus Media, and WVLT-TV, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**Disputes:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the [insert appropriate jurisdiction] or the appropriate [insert appropriate]; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket

costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the [insert appropriate jurisdiction], without giving effect to any choice of law or conflict of law rules [insert appropriate jurisdiction], which would cause the application of the laws of any jurisdiction other than the [insert jurisdiction].