

102.9 WMGK Philadelphia Hometown Hoagie OFFICIAL CAMPAIGN RULES

By participating and/or voting in **Hometown Hoagie Campaign**, you agree to these Campaign Rules and Privacy Policy shown on www.wmgk.com and all final decisions of WMGK-FM (the “Station”). If you do not agree to these Campaign Rules and Privacy Policy, you should not place a vote on our website. Further you can request deletion of your existing voting account at www.wmgk.com. **Hometown Hoagie Campaign** is being administered by a neutral third party, Second Street (“Campaign Administrator”), on behalf of the Station. Station shall make the final determination as to the winner in its sole discretion. The Station reserves the right to end this Campaign or change these guidelines upon announcement on air and/or by publication at www.wmgk.com.

RULES & VOTING ROUNDS

Sixty-four (64) pre-selected participating hoagie establishments will be randomly paired in a bracket-style competition and voted on until there is one (1) remaining Hoagie Establishment. Station will pre-select Hoagie Establishments in its sole discretion; no nominations will be accepted. Voting rounds are as follows:

- i. Round 1 (Savory Sixty-Four) – sixty-four (64) Hoagie Establishments: will begin on Friday, May 5th, 2023 at 9:00AM Eastern Time (“ET”) and end on Wednesday, May 17th, 2023 at 9:00AM ET. In each matchup, the Hoagie Establishment with highest votes will advance to Round 2.
- ii. Round 2 (Tempting Thirty-Two) – thirty-two (32) Hoagie Establishments: will begin on Wednesday, May 17th, 2023 at 9:00AM ET and end on Wednesday, May 24th, 2023 at 9:00AM ET. In each matchup, the Hoagie Establishment with highest votes will advance to Round 3
- iii. Round 3 (Sandwich Sixteen) – sixteen (16) Hoagie Establishments: will begin on Wednesday, May 24th, 2023 at 9:00AM ET and end on Wednesday, May 31st, 2023 at 9:00AM ET. In each matchup, the Hoagie Establishments with highest votes will advance to Round 4.
- iv. Round 4 (Exquisite Eight)– eight (8) Hoagie Establishments: will begin on Wednesday, May 31st, 2023 at 9:00AM ET and end on Monday, June 5th, 2023 at 9:00AM ET. In each matchup, the Hoagie Establishment with highest votes will advance to Round 5.
- v. Round 5 (Finger Licking Four)– four (4) Hoagie Establishments: will begin on Monday, June 5th, 2023 at 9:00AM ET and end on Friday, June 9th, 2023 at 9:00AM ET. In each matchup, the Hoagie Establishment with highest votes will advance to Round 6.
- vi. Round 6 (Tasty Final Two) – two (2) Hoagie Establishments: will begin on Friday, June 9th, 2023 at 9:00AM ET and end on Tuesday, June 13th, 2023 at 9:00AM ET. The Hoagie Establishment with the highest number of votes once Round 6 has concluded will be deemed the winning Hoagie Establishment, upon confirmation of eligibility. Potential winning Hoagie Establishment will be notified by phone and/or email on or around Tuesday, June 13th, 2023.

- vii. Users may submit one vote per day.
- viii. In the event of a tie in any round, the Hoagie Establishment to advance to the next round will be randomly selected by the Station.
- ix. In the event that a pre-selected Hoagie Establishment would like to opt out of the Campaign, the paired Hoagie Establishment will automatically win that round. Hoagie Establishment may opt out by emailing kara.lester@bbgi.com with the subject line "Hometown Hoagie Campaign Opt-Out". Upon confirmation, the Hoagie Establishment will be removed from the Campaign.

VOTING MECHANISMS

Votes are to be cast by individuals only with unique email addresses. Automated or multiple voting mechanisms are strictly prohibited. Any votes suspected by the producers to be fraudulent may be disqualified, in the Station's sole discretion, and could affect the final standings prior to or after initial announcement. The Station reserves the right in its sole discretion to cancel or suspend this Campaign, in part or in its entirety, should virus, tampering, fraud, technical difficulties or other causes beyond its control corrupt the administration, security, fairness, integrity or proper administration of the Campaign, or for any reason whatsoever. The Station further reserves the right to modify these Campaign Rules at any time during the voting period for any reason, in its sole discretion.

Participating Hoagie Establishments may not attempt to obtain votes by any fraudulent or inappropriate means, including, without limitation, by: (a) circumventing (or encouraging others to circumvent) any vote limits; (b) using any automated system to vote; (c) offering any inducements to others in exchange for votes; or (d) using proxy voting schemes in which anyone other than the actual person submits the vote. The Station, in its sole discretion, reserves the right to reject any votes that they have reason to believe were obtained through fraudulent or inappropriate means.

PRIZES

Up to one (1) winning Hoagie Establishment will be awarded an advertising campaign on WMGK (FM) valued at no greater than five thousand dollars (\$5,000). Advertising grant will be awarded subject to Station advertising availability and inventory and must be used over three months; June 2023, July 2023 and August 2023; subject to change in Station's sole discretion. Station reserves the right to approve and edit any scripts, images, videos, etc. and may reject any content if it is deemed, at the sole discretion of the Station, to be unsuitable for public display or posting on the Station's website. Winning Hoagie Establishment agrees that they will be contacted by a Station Account Executive for the purpose of developing, creating & executing the campaign. Winning Hoagie Establishment must have website actively monitored by Google Analytics prior to campaign launching and that they will grant Station "read-only" access in order to demonstrate the effectiveness of the campaign.

Winning Hoagie Establishment must confirm acceptance of prize within twenty-four (24) hours of winning, or risk disqualification and selection of an alternate winning Hoagie Establishment (time permitting) from the Hoagie Establishment who was deemed the runner-up.

Just for voting, listeners are automatically qualified for to win a four pack of tickets to MGK's Big Gig 2023. Winner will be randomly selected and contacted on Monday, June 12th.

COMPLAINTS & DISPUTES

In the event of a dispute, the Station shall request one (1) written statement from each complaining or refuting business. The Station shall use this communication and its website access logs to determine an outcome of a dispute, which shall be final.

LIABILITIES

Participating Hoagie Establishments will be civil and not launch personal attacks against other competitors or businesses, or tamper with or hack into the system. The Station reserves the right to delete, move, or edit content in their discretion. This Campaign is also governed by our Terms of Use and Privacy Policy. The Station further reserves the right to cancel, terminate or modify the Campaign if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

Voters and participating Hoagie Establishments hereby release and agree to indemnify and hold harmless the Station, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and PR agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the contest (collectively, "Released Parties") from any and all liability, claims, actions and damages sustained or incurred by participation in the campaign arising in any manner whatsoever.

The Station, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to the Campaign due to circumstances beyond the control of any such entity.

By participating in the Campaign, participants give full consent to the Station to use his/her/its name, likeness, city and state in all forms of advertising, promotional, editorial, marketing and collateral materials without additional compensation or permission, except where prohibited by law.