



## **\$10,000 Birthday Bash Official Contest Rules**

1. **ELIGIBILITY: NO PURCHASE NECESSARY.** Open only to legal residents of the United States who are eighteen (18) years or older on date of entry. Void in Florida, Rhode Island and Puerto Rico and where otherwise prohibited by law, rule, regulation or ordinance. Employees and directors of WVTK Radio, LLC, SCA Promotions, Inc., their affiliated companies, participating Sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies (and their immediate family members and those living in the same households) are ineligible. By participating, you agree to these Sponsor's Official Promotion Rules and to the decisions of the judges which are final and binding in all respects.
2. **SPONSOR:** WVTK Radio, LLC is the sponsor of the WVTK/Martin's True Value Hardware & Building Supply \$10,000 Birthday Bash Promotion.
3. **HOW TO PLAY:** Promotion begins October 5, 2009 and ends October 30, 2009 or when 60 (Sixty) attempts have been registered, whichever comes first. Beginning October 5, 2009 listeners will be asked to participate by listening throughout the day Monday through Friday for a chance to win.

The announcement dates and times for the WVTK/Martin's True Value Hardware & Building Supply \$10,000 Birthday Bash will be 3 (Three) times a day each day between 6AM – 7PM on Monday – Friday. When Sponsor airs the cue to call, the 10<sup>th</sup> (Tenth) caller to the contest line will be the designated contestant for that attempt. The number for the contest line is (802) 382-9210. The Sponsor will ask the contestant for the last four digits of their social security number. The Sponsor will enter the last four digits of the contestant's social security number into the contest computer as the commitment data for that attempt. For each contestant in the Promotion, the contest computer will generate one and only one winning birth date within the specified range. The birth date range for this promotion is October 31, 1943 – October 5, 1991. The birth date generated by the contest computer for an attempt is only valid for that attempt.

If the month, day and year of the Winning Birth Date stored in the Audit Log of the contest computer for an attempt are identical to the month, day and year of the birth date of the contestant for whom the last four numeric digits of the ID Number were stored in the Audit Log for the same attempt, and the contestant has complied with all terms of these official rules, then that contestant will win Prize Level A, pending verification. If the month and day of the Winning Birth Date stored in the Audit Log for an attempt are identical to the month and day of the birth date of the contestant for whom the last four numeric digits of the ID Number were stored in the Audit Log for the same attempt, then SCA will reimburse Sponsor for the \*Prize Level B, to the terms of this contract. If the day of the Winning Birth Date stored in the Audit Log for an attempt are identical to the day of the birth date of the contestant for whom the last four numeric digits of the ID Number were stored in the Audit Log for the same attempt, then SCA will reimburse Sponsor for the \*Prize Level C, to the

terms of this contract. NOTE: For purposes of this contract, the only eligible identification numbers ("ID Numbers") for a contestant are his/her current Canadian social insurance number, (ii) U.S. social security number, (iii) Canadian passport number, or (iv) U.S. passport number. For purposes of this contract, a contestant's birth date is the birth date of record in the official records of the governmental agency that issued the ID Number entered for the contestant. If a contestant's actual birth date is earlier than the earliest birth date in the Birth Date Range, the contestant's birth year will be deemed to be the earliest full year in the Birth Date Range, for purposes of this contract.

4. **RESTRICTIONS:** Each contestant is eligible to participate only once for the duration of the contest and no more than one person may participate using the same e-mail address. Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, are not responsible for any failure of any electronic equipment, computer transmissions and/or network connections, nor are they responsible for any inaccuracies in information which may be used in the Promotion, or for any technical or human error which may occur in the processing of attempts, including data entered by contestants. Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, reserve the right to discontinue the Promotion at any time, in which event, only entries received prior that date will be considered.
5. **PRIZE(S) / ODDS:** The Grand Prize is \$10,000. There is only one (1) grand prize available to be won. Odds of an entry being identical to its Prize Determination Number are approximately 17,520 (\$10,000 Prize)/365 (\$1,000 Prize)/30.41 (\$100 Prize). See Schedule Of Available Prizes. **UNCLAIMED PRIZES WILL NOT BE AWARDED.** Prize(s) will only be awarded upon winner validation and verification. Decisions of judges are final. Taxes, fees or other charges, if any, are the sole responsibility of winner(s). By accepting a prize, winner(s) release and discharge Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Promotion.
6. **NOTIFICATION AND AWARDED OF PRIZE(S):** Winner(s), if any, will be notified at the time of contest play and contacted by e-mail and or phone the next business day to complete paperwork. Winners, if any, will be required to sign and return an Affidavit of Eligibility and Publicity/Liability Release, within thirty (30) days of notification. Affidavit of Eligibility must be complete and include winner's social security or resident alien identification number. The information in winner's Affidavit of Eligibility must be correct and must mirror the information provided in winner's entry or winner is disqualified. If winner(s) cannot be contacted, is ineligible, fails to claim a prize or fails to return the completed and executed Affidavit/Release as required, or if the Prize Notification or prize is returned as undeliverable, prize will be forfeited. No unclaimed prizes will be awarded. By participating, a winner, except where prohibited by law, grants Sponsor,

Sponsor's designee and their affiliated companies the right to use the winner's name, likeness, picture, portrait, hometown, voice, biographical information and written submissions and written or oral statements, for advertising and promotional purposes without additional compensation unless required by law.

7. **DISQUALIFICATION / TERMINATION:** Sponsor, its affiliated companies, participating sponsors, information providers, content and/or prize providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic, including those resulting from the efforts of hackers. Persons found tampering with or abusing any aspect of this Promotion, as solely determined by the judges, will be disqualified. If disqualified for any of the above abuses, Sponsor reserves the right to terminate a contestant's eligibility to participate. In the event any portion of this Promotion is compromised by virus, bugs, hackers, non-authorized human intervention or other causes beyond the control of Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion which, in the sole opinion of Sponsor, corrupts, or impairs the administration, security, fairness or proper play of the Promotion, Sponsor reserves the right, at its sole discretion, to suspend or terminate the Promotion. Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion are not responsible for any entry, which is generated by computer hardware or software, malfunction, error or failure, or is tampered with or subject to any non-authorized human intervention.
  
8. **TECHNICAL ASSISTANCE:** Contestants who encounter technical difficulties are advised to click on the Help link. If you are still having difficulty, please contact technical assistance at: (802) 388-7563
  
9. **WINNERS' LISTS:** For a Winners' List, send a self-addressed, stamped envelope for receipt by December 31, 2009 to B-Day Winners' List, WVTK Radio, LLC – 63 Maple St., Marbleworks #9, Middlebury, VT 05753

**Schedule Of Available Prizes**

<u>Prize Level</u>	<u>Prize Amount</u>	<u>Required Match</u>	<u>Limit Of Prizes Per Level</u>
A	\$10,000	Month, Day & Year	One (1)
B	\$1,000	Month & Day	Five (5)
C	\$100	Day	Ten (10)

Maximum Aggregate Liability: \$16,000