



**2018 The Bob & Tom Show  
“Holiday Movie Quiz” Contest  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **PROMOTION PERIOD:** The Bob & Tom Show’s “Holiday Movie Quiz” Contest (the “Contest”) begins at 12:00:01am Eastern Time (“ET”) on December 3, 2018 and ends at 11:59:59pm ET on December 14, 2018 (the “Promotion Period”). There will be ten (10) Daily (weekday only) Prize Winners selected at random from all entries received during the Promotion Period.
2. **ELIGIBILITY:** The Contest is open to legal residents of the United States and District of Columbia who are at least eighteen (18) years of age or older as of the date of entry. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law. Individuals who have won a prize from the Radio Show within sixty (60) days prior to the start date of this Contest are not eligible.

Employees of Westwood One, Inc. (the “Sponsor”), Bob&Tom LLC. (the “Radio Show”), Steven Singer Jewelers. (collectively, the “Contest Entities”), each radio station contracted to broadcast the Radio Show, and their respective subsidiaries and affiliated companies, divisions, parent companies, officers, directors, agents and advertising agencies, as well as members of the immediate family of any such employees, are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. **HOW TO ENTER:** During the Submission Period, download and/or visit the Bob & Tom App available on iTunes or Google Play, or visit <http://www.BobandTom.com/contest> and follow the Contest link to complete all required information in the online entry form.

Only one (1) entry per participant, during the Promotion Period, may be submitted. Any attempt by a participant to acquire more than the one (1) entry, by using numerous email addresses, registrations, identities, or any other methods will void that participant’s entries and that participant may be disqualified. The use of automated software or computer programs to register, enter, and/or vote in the Contest is prohibited, and any individual who uses or attempts to use such methods to register, enter, and/or vote will be disqualified. Valid entries must contain all information requested. Incomplete and/or multiple entries will be disqualified. In the event of a dispute, the authorized account holder of the email address used to enter will be deemed to be the participant. The authorized account holder is the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. Contest winner(s) will be selected from online entries only. One (1) prize per household. The Sponsor will not verify receipt of entries. By entering, participants acknowledge compliance with the Official Rules, including eligibility requirements. Responsibility for receipt of entry rests solely with the participant. All entries must be received during the Submission Period to be eligible for consideration.

4. **CONDITIONS ON PARTICIPATION:** By participating, you agree (a) to be bound by these Official Rules; (b) as between you and Contest Sponsor, that the decisions of the Sponsor is final on all matters relating to the Contest; and (c) you are not participating on behalf of any employer or third party.
5. **WINNER SELECTION:** Ten (10) winners will be selected at random during the Promotional Period. Winners will be selected through a computer generated randomizer from all eligible entries received by the specified end day of the event, unless otherwise specified on the entry page. All decisions are final and binding in matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received. Drawing may be done through an electronic script which will randomly select the winner by using a computer script designed to select random entry or entries. Potential winners will be notified by phone or email within one day of the drawing date. All winners agree to be bound by these Official Rules and the decisions of the Sponsor.
6. **PRIZE(S): TOTAL OF TEN (10) PRIZES AWARDED;** Throughout the duration of the contest, participants can win this offered during the length of the contest, which runs December 3, 2018 – December 14, 2018.
  - a. **Total of Six (6) Winners will each receive: ONE (1) Steven Singer Jewelers Floating Heart Diamond**

**Necklace** (\$138 value/each)

- b. **Total of Two (2) Winners will each receive: ONE (1) Steven Singer Jewelers gift card** (\$125 value/each)
- c. **Total of Two (2) Winners will each receive: ONE (1) Steven Singer Jewelers gift card** (\$500 value/each)

No transfer, assignment, change of the prize, or cash substitution is permitted, except at the sole discretion of the Sponsor. If a winner cannot be contacted or is disqualified, the Sponsor reserves the right to determine an alternate winner in its sole discretion. Unclaimed prize(s) will not be awarded. Other restrictions may apply. All federal, state, and local taxes on the prize are the sole responsibility of the winner.

7. **RELEASE FORMS:** Winner(s) will be notified by telephone, mail, and/or email on or about the day after winning the prize during the Promotion Period. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of participants. If a winner cannot be contacted from the information provided on the online entry form, the Sponsor reserves the right to select another winner at its sole discretion and if time permits. Winner(s) will be subject to a verification process, to include winner's name, address, home phone number, work/cell phone number, and social security number or taxpayer identification number. The Sponsor is not liable if email is not responded to within the time allowed or prize notification letter is lost in the mail or returned as undeliverable when delivery is attempted by regular mail.
8. **DELIVERY DISCLAIMER:** The Sponsor disclaims all liability for the inability of a participant to complete an online entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond their control, or otherwise. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by electronic transmission or other delivery method. The Sponsor is not responsible for human, mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: any form of active or passive filtering, insufficient space in participant's e-mail account to receive e-mail messages, failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet, or on any website, or lost or unavailable network connections which may limit an online participant's ability to participate in the Contest, and any injury or damage to participant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. No mechanically reproduced entries or facsimiles will be accepted. Entries void if incomplete, defective, altered, forged, illegible, or received outside authorized channels. Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his or her entries, or any portion thereof) who tampers with the entry process. Sponsor reserves the right, in its sole discretion to cancel or suspend this Contest should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the Contest. In the event of cancellation, Sponsor will determine winners in an equitable manner as determined by Sponsor.
9. **PUBLICITY; USE OF PERSONAL INFORMATION:** By participating, unless prohibited by law, all participants and winner(s) grant the Sponsor permission to use their names, biographical information, characters, photographs, voices, videotape, and/or likenesses in connection with promotion of this and other contests in any and all media now known or hereinafter invented without territorial or time limitations and waive any claims to compensation, royalty, right, or remuneration for such use. By participating in the Contest, unless prohibited by law, participants agree that the Sponsor may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.
10. **TAXES:** Any valuation of the prize stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner will be reported for tax purposes as required by law. Winner(s) are solely responsible for reporting and paying any and all applicable taxes related to the prize and paying any expenses associated with any prize(s) which are not specifically provided for in the Official Rules. Winner(s) must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from the Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
11. **CONDUCT AND DECISIONS:** By participating in the Contest, participants agree to be bound by the decisions of Sponsor personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Sponsor's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Sponsor, the Sponsor reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Sponsor deems appropriate. All decisions will be made by the Sponsor and are final. The Sponsor may waive any of these rules in its sole discretion. Any attempt by a participant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.
12. **RELEASE AND INDEMNITY:** As a condition of entering, participants agree (and agree to confirm in writing): (a) to release the Contest Entities, each radio station contracted to broadcast the Radio Show, and their respective subsidiaries and affiliated

companies, divisions, parent companies, officers, directors, employees, agents and employees of agents, and advertising and public relations agencies and all others associated with the development and execution of the Contest, from and against any and all liability with respect to or in any way arising from this Contest or the use of the participant's entry and the awarding, receipt, possession and/or use or misuse of any prize, including without limitation liability for any travel related to the Contest, death, personal injury, loss, and/or disability; (b) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participant shall be fully responsible for any violation of these Official Rules including the representations and warranties made herein, and agrees to indemnify and hold Contest Entities, its officers, directors, employees, agents, listeners and users of the Radio Show's website from any and all losses, costs, liability, damages and expenses, including reasonable attorneys' fees, arising out of or related to your breach of the representations and warranties made in these Official Rules or any claims arising from the entry you submit, post, transmit, or make available through the Radio Show's website, or your use of the Radio Show's website. Except as described in Section 5 above, you are solely responsible for all licensing, reporting, and payment obligations of all kinds in connection with the entry, its distribution and use (including but not limited to union or guild payments and any other third party payments of any kind). You agree to execute and deliver documents to us that we may request to confirm our rights under these Official Rules.

13. **MISCELLANEOUS:** Winner(s) must submit proof of eligibility and may be required to sign the Sponsor's Affidavit to claim the prize. The Sponsor may substitute prizes, as well as extend, modify, or discontinue the Contest at any time without prior notice. The Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. The Contest Entities are not responsible for any typographical error in the printing of these Official Rules, administration of the Contest or in the announcement of the Contest prizes.
14. **JURISDICTION:** By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of Indiana without giving effect to any choice of law or conflict of law rules. By entering, participants consent to the jurisdiction and venue of the federal, state, and local courts located in Marion County, Indiana
15. **SPONSOR:** BOB&TOM LLC, 6161 Fall Creek Road, Indianapolis, IN 46220
16. For the name of the Winners (including the Grand Prize Winner) or a copy of these official rules, send a self-addressed stamped envelope to "Winners" or "Official Rules" (specify which) c/o "Holiday Movie Quiz" Contest, The Bob & Tom Show c/o John Kesler, 6161 Fall Creek Road, Indianapolis, IN 46220. All such requests must be received by Thursday, December 19, 2018 to receive a response.
17. By use of the Website and the Bob & Tom App and by entering the Sweepstakes, you agree to the Terms of Service located at <http://www.bobandtom.com/terms-of-service/> and to the use of your personal information as described in the Privacy Policy located at <http://www.bobandtom.com/privacy-policy/> and/or <https://www.aptivada.com/privacy/> respectively.