



2019 The Bob & Tom Show
Nutri Chomps 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. **SUBMISSION PERIOD:** A contest whereby a participant may submit an image of the participant's dog for a chance to win a year's supply of Nutri Chomps dog treats (the "Contest") begins Tuesday, July 30, 2019 at 12:00:01am Eastern Time ("ET") and ends Sunday, September 15, 2019 at 11:59:59pm ET (the "Submission Period").
The Voting period for this photo contest will begin on Monday, August 12, 2019 at 12:00:01 ET and ends Sunday, September 15, 2019, at 11:59:59 ET. To vote, access the photo gallery page of the Contest at <http://www.bobandtom.com>. Limit of one vote per day during voting period, per user. The computer system of Bob & Tom LLC (the "Radio Show" or "Sponsor") is the official time keeping device for this Contest.

2. **ELIGIBILITY:** The Contest is open to legal residents currently residing in the forty-eight (48) contiguous United States and District of Columbia who are at least eighteen (18) years of age or older as of the date of entry. This Contest is subject to all applicable federal, state, and local laws and regulations and void in Alaska, Hawaii, and where prohibited or restricted by law. Individuals who have won a prize from Sponsor within one hundred eighty (180) days prior to the start date of this Contest are not eligible.

Employees of the Sponsor and Nutri Chomps (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> and follow the Contest link to complete all required information in the online entry form.

Only one (1) entry per participant and any prize awarded in the Contest will be made to the Contest participant. Multiple participants are not allowed to use the same email address. Any attempt by a participant to acquire more than 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 decision 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. Additional specific conditions of participation, if any, are provided in Schedule 1 that is specific to this Contest.
5. **WINNER SELECTION:** One (1) Grand Prize Winner ("Grand Prize Winner") and Ten (10) Runner-up Winners ("Runner-up Winners") will be selected by Sponsor or its designee within an estimated seven days of the contest ending or some point after (not to exceed one year) the Submission Period. ONE (1) Grand Prize Winner may be determined based by receiving the most votes at the Sponsor's sole discretion and awarded a year's supply of Nutri Chomps dog treats described in Prize as TWELVE

(12) Nutri Chomps gift baskets over a span of one calendar year, receiving ONE (1) basket per month. The Runner-up Winners will not be determined by listener or contest voting. The Ten (10) Runner-up 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. If selected and any Grand prize Winner or Runner-up winner is unable to accept the prize or is disqualified for any reason as defined herein, a subsequent winner will be selected and the process will continue until a winner is qualified and accepts the prize. All Grand prize and runner-up winners agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions are final on all matters relating to this Contest.

6. **PRIZE: ONE (1) GRAND PRIZE – A Year’s supply of Nutri Chomps:** ONE (1) GRAND PRIZE WINNER WILL BE AWARDED: One (1) Nutri Chomps gift basket monthly for a total of twelve (12) months. Total Grand Prize: Twelve (12) Nutri Chomps gift baskets over a span of one calendar year. (“Prize”). Approximate Retail Value: \$588: Prizes are not transferable.

TEN (10) RUNNER-UP WINNERS will receive: Total of ONE (1) Nutri Chomps gift basket. (“Prize”) Approximate retail value: \$40

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 Sponsor’s sole discretion. Unclaimed prize(s) will not be awarded. Other restrictions may apply. All federal, state, and local taxes of the Prize are the sole responsibility of the Winner.

7. **RELEASE FORMS:** Winner(s) will be notified by telephone and/or email approximately on September 16, 2019, and will be given forty-eight (48) hours to satisfy all requirements of the Contest. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of participants. If the 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 required to complete and return an Affidavit of Eligibility/Liability Release (including, unless prohibited by law, a Publicity Release) (the “Affidavit”) within forty-eight (48) hours of notification. Failure to return the executed Affidavit within that time may result in forfeiture of the Prize and selection of a winner from remaining eligible entries. 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 or phone call is not responded to within the time allowed.
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 Contest 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 all of the foregoing entities' 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 expenses in connection with the entry and participation in the Contest. You agree to execute and deliver documents to us that we may request 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.

BY ACCEPTING THE PRIZE, WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATIONSUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE TRIP IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

15. For the name of the Winners or a copy of these official rules, send a self-addressed stamped envelope to "Winners" or "Official Rules" (specify which) c/o "NutriChomps Contest", The Bob & Tom Show c/o John Kesler, 6161 Fall Creek Road, Indianapolis, IN 46220. All such requests must be received by Friday, November 30, 2019, to receive a response.

16. By use of the Website and the Bob & Tom App and by entering the Contest, you agree to the Terms of Service located at <http://www.bobandtom.com/terms-of-service/> 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.

SCHEDULE 1

PARTICIPANT CREATED CONTENT REQUIREMENTS.

“Content” includes and refers to all information, content, and material submitted by participant in connection with the Contest (including, but not limited to writings, photographs, essays, images, hashtags, descriptions, and tags).

By submitting Content, participant warrants and represents that such Content: (a) is participant’s original work, (b) has not been copied from other material, (c) does not infringe upon the rights of any person or entity (including such individual’s and/or entity’s copyrights, trademarks rights, rights of privacy or publicity or any other intellectual property), (d) that participant has obtained permission from a person whose name, likeness or voice is used in the Content, and (e) and that publication of the Content via various media including Web posting, will not infringe on the rights of any third party rights. Participant shall indemnify and hold harmless, Contest Sponsor from any claims to the contrary. Any participant whose Content includes likenesses of third parties or contains elements not owned by the participant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor’s use of such Content, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of participant as a winner. The Content submitted shall be 100% owned and controlled by the participant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which participant has not obtained a license. The Sponsor reserves the right to remove or void any Content that it deems to be in violation of these Official Rules, in its sole and absolute discretion.

By submitting Content participant agrees that its Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Sponsor under any fiduciary or other obligation, that the Sponsor is free to use and otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to participant. Participant acknowledge that, by acceptance of participant Content, the Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than participant.

BY SUBMITTING ANY CONTENT, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT CONTENT MAY BE POSTED ON SPONSOR’S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR’S DISCRETION. In consideration for participant’s participation in this Contest and for the opportunity to win a prize hereunder, participant hereby grants Sponsor and anyone authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publically perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the participant.

All Content submitted must conform to the submission requirements set forth as follows to be eligible:

1. Content must comply with these Official Rules and any Terms of Service on the Sponsor website;
2. Content must be uploaded/submitted in the format specified and must comply with the posting requirements set forth above and as posted on the Sponsor website;
3. Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language;
4. Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
5. Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
6. Content cannot be offensive, endorse any form of hate or hate group;
7. Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about the Contest Entities, or their respective products and/or services, or about any other people, products or companies;
8. Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
9. Content cannot depict, and cannot itself be in, violation of any law; and
10. The Content must be socially acceptable and in good taste, as determined by the Sponsor in the Sponsor’s sole discretion.

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF SPONSOR. Sponsor reserves the right to reject any Content, in its sole discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by Sponsor for airing advertising. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the requirements set forth herein in its reasonable discretion. CONTENT POSTED TO THE WEBSITE REFLECTS THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT AND DOES NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. If any person or entity thinks that any Content infringes the person’s or entity’s intellectual property rights, please report such Content to Sponsor.