

# Caribbean Sea Jazz Festival Contest

## 2017 Spring Fund Drive

### OFFICIAL RULES

**1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

**2. Eligibility.** Subject to the additional restrictions below, the Caribbean Sea Jazz Festival Sweepstakes (the “Sweepstakes”) is open to U.S. residents (excluding Puerto Rico), 18 years or older at the time of entry. Winners must use their own name. Employees of Newark Public Radio (WBGO) or respective affiliated companies, and advertising and promotional agencies, and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “immediate family members” includes spouses, parents, grandparents, siblings, children, and grandchildren.

**3. How To Enter.** The Sweepstakes will begin at 12:01 a.m. (E.S.T.) on Sunday, April 9, 2017 and end at 11:59 p.m. (E.S.T.) on Thursday, May, 4 2017 (the “Sweepstakes Period”). Enter by making a pledge on-line at [www.wbgo.org](http://www.wbgo.org). and completing all of the required information and following all instructions. Submit your entry by clicking on the “SUBMIT” button. You may also enter by calling to make a pledge to WBGO at 1-800-499-9246 during the same period. You do not need to make a pledge to enter the sweepstakes. If you do not wish to pledge you can enter by calling 1-800-499-9246 during the Sweepstakes Period and giving your name, address, email address (if any), and daytime telephone number. Please note this is a major WBGO contest therefore Sustainers will be automatically entered.

Maximum one (1) entry per person.

Sponsor will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. All entries become property of Sponsor and none will be returned. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined

to be tampering with or abusing any aspect of the Sweepstakes.

**4. Winner Selection.** One (1) Winner will be selected for the trip in a random drawing from among all eligible entries received, to be held on or about May 12, 2017.

**Prizes and Odds.** Grand Prize: One (1) Winner will receive the following:

Caribbean Sea Jazz Festival – Aruba (September 15-16, 2017)

- Two (2) Roundtrip Airline tickets to Aruba
- Two (2) Festival Passes
- Four (4) Night hotel accommodations at The Divi Resort

All incidental expenses and taxes not specified herein will be the sole responsibility of the winner. Failure to claim the prize in a timely manner will result in forfeiture and Sponsors may select an alternate winner at random from among remaining eligible entries. Prizes are non-transferable, non-negotiable and not redeemable for cash, credit or other merchandise. If any prize becomes unavailable for any reason, Sponsors reserve the right to substitute a prize of equal or greater value (Approximate value up to \$6000 USD.) Odds of winning depend on the number of eligible entries received.

**5. Winner Notification and Acceptance.** The winner will be notified by telephone on or about May 15, 2017. Sponsor will call only once during regular business hours at number provided on entry form and will leave no messages. Failure to reach winner during this call may result in disqualification of winner, forfeiture of his or her interest in all prizes, and selection of a substitute winner from among all remaining eligible entries.

Winners may waive their right to receive prizes. Prizes are non-assignable and nontransferable. Winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law) which must be returned within ten (10) days of date of postmark. Failure to sign and return the affidavit or release within ten (10) days, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation the Internet, or further compensation by Sponsor and their affiliates. Winner by acceptance of the prize agrees to release, indemnify and hold harmless Sponsors, their respective parent and affiliated companies, and each of their respective employees, representatives, contractors, and advertisers, from any and all liability, loss, damage, costs or claims related to any allegation regarding the award, receipt or the use of the prize. Winner will be required to complete, sign and notarize and return an affidavit of eligibility and release of liability/publicity prior to receiving their prize. Winner assumes all applicable tax liability for the prize. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor. For prize winners list (available after May 19, 2017), send a self-addressed, stamped envelope to: Caribbean Sea Jazz Festival Contest, Newark Public Radio, Inc., 54 Park Place, Newark, NJ 07102 Attn: Membership Department.

**6. Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes judges. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

**7. Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**8. Sponsor.** The Caribbean Sea Jazz Festival Sweepstakes is sponsored by Newark Public Radio, Inc. The decisions of Sponsor and Sweepstakes judges regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes. If you have any questions regarding this Sweepstakes, please contact Josh Rosenfeld, Newark Public Radio, Inc., 54 Park Place, Newark, NJ 07102.