

# **NAME: "WMGW/WFRA/WTIV Radio Auction 2021"**

## **SPECIFIC AUCTION RULES**

**Effective Date: Saturday, March 20, 2021**

**Participating Radio Station(s)/Studio Address(s)/Website Address(s)/Phone #'s:**

**WMGW/WFRA/WTIV**

**900 Water Street, Meadville, PA 16335,**

**[www.forevernorthwestpa.com](http://www.forevernorthwestpa.com)**

**1-800-309-0247**

Forever Media, Inc. through its Participating Radio Station(s), in conjunction with various sponsor(s) and/or auction item provider(s) (collectively, "Forever") is conducting a radio auction named as set forth above ("Auction"). Forever may conduct Auctions(s) on air or on its Web Site Address(s) from time to time which are conducted by Forever's advertisers and other organizations that are not, sponsored or endorsed by, and/or for which, neither Forever, nor its radio stations, participate ("Non-Forever Contest(s)"). For any Non-Forever Contest(s) please refer to the contest rules of the Non-Forever Auction Sponsor. Forever assumes no liability or responsibility in whole or in part for any Non-Forever Contest(s).

1) Void where prohibited or restricted by law. Must be 21 years of age or older to participate.

2) Beginning on the Effective Date, Forever's Participating Radio Station(s) will conduct the Auction. If the participant with the winning bid declines the item(s) there will not be any alternate items(s) available in substitution and that item(s) becomes the property of Forever.

- The Auction item list will be made available in the Meadville and Franklin offices in within 72 hours of the Auction Effective Date, as well as, posted on [www.forevernorthwestpa.com](http://www.forevernorthwestpa.com)
- To bid on an item, a Participant(s) must call 1-800-309-0247 on the day of the Auction once that particular item has been announced on the air as available for bidding to commence.
- All decisions concerning time on the air and ending of the various auction items will be made in the sole and final discretion of the Forever Auction Master, General Manager Jim Shields or his authorized designate.
- Once an item has been announced on air, it is open for bid. In addition, early online bidding for select items will be available on the Auction webpage prior to the Auction.
- Auction bidders must use the item number when entering a bid or it will not be accepted as a valid bid. Bidders should endeavor to make their first bid their best bid, as bidders may find it difficult to get through on the phone to make second or additional bids. Forever is not responsible for technical difficulty with an attempted bid, or the inability of a bidder to connect with Forever to place a bid.
- Any bidder on the phone when an item reaches its end will be given a chance to finish their bid until there is one surviving highest bidder. When a bidder calls to make a bid they will be required to provide a contact phone number. The Participating Radio Station(s) will contact the highest bidder on their contact phone number for each item to notify them that they were the winning bidder. If the highest bidder cannot be reached at the contact number within one (1) hour, the Participating Radio Station(s) will then contact the next highest bidder until the item is purchased.
- Neither Forever nor its Participating Radio Stations will be responsible for any technical difficulties regarding any attempted bid and/or any winning bidder contact notification attempt either during and/or after the Auction.
- Certificates for each Auction item must be picked up and paid for within ninety (90) minutes after the conclusion of the Auction at the Meadville office (900 Water Street, Downtown Mall, Meadville, PA 16335) or Franklin office(1243 Liberty Street, Suite 501, Franklin, PA16323). Bidders must pay for their items with CASH or CHECK only. Credit cards cannot be accepted.
- All bidders will be required to sign a release form when they come to pay for their items. Bidders will be given a certificate to take to the merchant to exchange for their auction item.
- Bidders must be cognizant that they will be purchasing a certificate to redeem in exchange for the item from a local vendor. There may be restrictions and or conditions associated with taking title or delivery of an item or items. Any such restrictions will be disclosed in advance during the on-air portion of the Auction and prior to purchase of the certificate.
- Bidders now have the option to pre-register to bid on items by getting their own bidding number. This will make bidding easier and faster. Bidders can go to the radio auction page at [forevernorthwestpa.com](http://forevernorthwestpa.com) and fill out the Bidder Pre-Register form. Once the Bidder fills out the form they will be contacted to verify the information and then the Bidder will be assigned a bidding number. You will be able to pre-register for a bidding number until March 12, 2021 at 11:59pm.

- Bidders will then be able use a bidding number to bid on any item in the radio auction either online or for call in bids the day of the Radio Auction. Bidders are not required to have a bidding number to participate in the radio auction.

3) Any questions or comments regarding the operation of the Radio Auction must be made in writing to Participating Radio Station(s) Operations Director at the Studio Address.

4) All Radio Auction Rules are subject to change at the sole discretion of the Participating Radio Station(s). Forever retains the right to cancel this Radio Auction for any reason at any time.

5) A copy of the official rules governing this Radio Auction as well as Forever's General Contest Rules is available at the Participating Studio Address and on the Participating Radio Station(s) website address(s). Copies of the rules can be requested by sending a self-addressed stamped envelope to the Studio Address.

6) Except as specifically provided, Forever Auctions are generally open to US Residents, 21years or older. However, eligibility and minimum age requirements may vary depending on the specific Auction. Forever retains the right to change the Auction age on any item, on either a by item basis, or on a by Auction basis, or within any specific Auction. Unless otherwise provided in the Specific Auction rules for a Specific Auction or Auction item. No one under 21years of age or in debt to Forever Media, will be permitted to enter an Auction under any circumstance. Forever will delete and disqualify any entry whether on-line or by other means in compliance with the Children's Online Privacy Protection Act ("COPPA"), Forever and its affiliated radio stations, Forever's employees and their immediate families, employees of other broadcast or print media operations within the ADI, or internet media entities, event sponsors, prize providers or advertisers, and their respective immediate families are not eligible to participate or win.

7) If Auction participation is by cellular, text or broadband all standard wireless carrier rates for the Participant(s) carrier will apply, and neither Forever nor its Participating Radio Stations will assume any responsibility for any fees for any communication to or from Forever or the Participating Radio Stations

8) Unless as otherwise specified by Forever in its sole discretion, Winners must execute and return any and all required documentation including but not limited to Auction participation, certificates and waiver and release forms required by Forever, in its sole discretion and as applicable to a Auction, within the time frame set by Forever, to Participant(s) provided contact email address and/or phone number. Winners must appear in person or as otherwise specifically set forth by Forever, with proper positive legal governmental issued photo identification acceptable to Forever, at its sole discretion, to claim any item(s) at the applicable Forever Radio Participating Radio Station(s) Studio Address, between 9am and 4pm or at a place and time as otherwise designated by or as otherwise required by Forever, or the items will be forfeited. No items(s) may be claimed by a third party on behalf of a bidder winner. Forever and its Participating Radio Station(s) reserve the ability at their sole discretion to choose alternate bidder winner(s) in the event of a disqualification or ineligibility.

9) Except at Forever's sole discretion, items(s) will not be mailed out or delivered to bidder winners.

10) Bidder winners are responsible for any applicable federal, state, or local taxes or any incidental or title transfer taxes or fees associated with an Auction item.

11) Unless determined by Forever, in its sole discretion, no cash equivalent amount will be awarded for any Auction item(s). Each Auction item(s) is expressly limited to the item(s) announced by the Participating Radio Station(s), and does not include taxes gratuities or other potential items(s) related expenses. Auction items(s) will have a declared Value which is established by Forever and/or its item sponsors in their sole discretion. All items(s) are awarded "AS-IS" without any warranty of any kind by Forever and any such warranties are herein affirmatively disclaimed. Any Trip or Event Auction item(s) are subject to trip carrier or venue operator rules and restrictions. If an event or trip is cancelled, neither Forever nor its Participating Radio Station(s) will be responsible for that portion of the Auction item(s). Acceptance of a trip or event by a bidder winner constitutes an acceptance by them of the inherent risk of that Auction item(s). The bidder winner assumes such risk completely and will indemnify and hold harmless Forever and its Participating Radio Stations for any resulting damages or claims related thereto.

12) The Forever Participating Radio Station(s) may from time to time work in conjunction with concert promoters and various venues throughout our listening area to provide Participant(s) the opportunity to Auction tickets and sometimes meet performers backstage as part of an Auction. This opportunity is at all times subject to the sole discretion of the performer and the controlling venue and subject to change at any time. With this in mind, there may be situations where the Forever Participating Radio Station(s) and the promoter and/or the venue cannot be held liable for, including but not limited to: changes to the time, place, method, procedure, or cancellation of the event and or applicable Artist meet and greet sessions at any time.

13) Forever Participating Radio Station(s) and affiliated companies are not responsible for any claims, liabilities, or damages arising out of, or in conjunction with, any Non-Forever Auction(s) any typographical errors in the printing, administration announcement or Auction(s) awarding, nor is Forever responsible for any malfunction of equipment or telephone systems, internet, or email, text or the cost of texting or otherwise transmitting their entry or participation during an Auction. The Forever Participating Radio Station(s) management has the final decision as to all matters related to the Auction in their sole complete and final discretion and at all times retains the right but not the obligation, in regard to all Auction matters including, but not limited to, the ability to, terminate, cancel, postpone, substitute, or modify the Auction, to qualify, disqualify or substitute bidder Participant(s), to award, re-award, rescind award and not to re-award any Auction item(s).

14) All telephone calls to the Forever Participating Radio Station(s) Auction lines will be recorded and may be played back on the air for promotional purposes. By participating in Forever Auctions you give Forever the right to publicize your name, likeness and voice through any medium.

15) In the event of a local, regional or national emergency or power outage, or other event determined at Forever's sole discretion, Auctions may be temporarily suspended, modified, or cancelled at the final, sole and complete discretion of Forever.

16) Auctions are void where prohibited or restricted by law.

17) If Auction Participant(s) are listening to the internet stream of a Forever Participating Radio Station(s), they are hereby advised that programming may be delayed affecting real time Auction participation. Participant(s) at no time should rely on streamed broadcasts in order to participate in any Forever Auction.

18) Any person or persons found to be in violation of any Auction rules, gain an unfair advantage, win using fraudulent means or exhibit unsportsmanlike, disruptive, harassing offensive or threatening behavior before, during, or after the respective Auction will be disqualified and any Auction items(s) will be forfeited and Forever will reserve the right at its sole discretion to not re-award any Auction items(s) for that Auction.

19) Any Auction(s) on the Participating Forever Radio Station(s) may be conducted via, but not limited to, the following methods: over-the-air, via telephone or text, on location at a business or event, via the Participating Forever Radio Station(s) website(s), or through social networks (i.e. Facebook, Twitter, and/or Instagram). Multiple Participant(s) are not permitted to share the same email address, social media account or text number. Only the authorized user of the email address social media account or the text number will be considered the bidder winner in the event of a dispute among multiple Participant(s) from such entries. While reasonable care will be taken, neither Forever nor its Participating Radio Station(s) nor any participating sponsor and/or Auction items(s) supplier can be held responsible for the non-delivery, delay or loss of an entry. Auction entries will become the property of Forever and will not be acknowledged or returned.

20) If you are accessing these rules on, or participating in this Auction from, a Forever Participating Radio Station(s) Website(s), you are deemed to have specifically agreed to the Forever Website(s) Terms of Use and to the use of your personal information as described in the Privacy Policy contained on the Website(s). Should Forever or its Participating Radio Station(s) determine that there is any suspected or actual evidence of any fraud that effects the integrity of a Auction conducted in any form and/or through any medium, Forever reserves the right but not the obligation, in its sole discretion to modify, suspend, or terminate the Auction.

21) By participating in the Auction and/or accepting the Auction items(s) to be bestowed from the Auction, the Participant(s) acknowledge that there could be certain considerations and/or risks associated with the Auction and/or the bidding of items(s) and further acknowledges that it is the Participant(s) responsibility to abide by all terms of general and/or Specific Auction Rules (as applicable) and exercise any safety precautions associated with Auction participation and/or the winning of Auction items(s). Therefore, for good and valuable consideration the sufficiency of which is hereby acknowledged by the Participant(s) to the Auction, and his or her heirs, agents and assigns agree to hold harmless Forever and its respective radio station(s), affiliates subsidiaries, employees, agents, owners, officers, directors Auction items(s) Auction item(s) provider(s) and/or sponsor(s), event location operators and their respective assigns from any and/all claims, liabilities, demands, attorney's fees or other unforeseen acts of any kind whatsoever, including but not limited to any restrictions or requirements of providers, of the Auction participation and judging, and/or Winning or awarding of Auction items(s), and any other consideration, that may result from, the Auction participation and/or the bidding winning of Auction items(s).

18. By participating in the Auction, all Participant(s) grant Forever the exclusive permission to use their names, characters, images, voices and likenesses submitted content, ideas or other submissions in connection with the Auction and waive any claims to royalty, right or remuneration for such use. Participant(s) also hereby waive any right to inspect or approve the finished copy of any media, broadcast, advertising material and/or any Forever use in connection with their Auction participation and/or bidder winning of Auction items(s). Participant(s) also affirmatively represent that any submissions are their own work and does not infringe on any copyright, trademark or other intellectual right of any other person and will indemnify Forever for any breach of that representation.

**The above Auction Rules may be amended, supplemented, modified in all or part for a specific radio station or station(s) Events/Contests/Activities from time to time by Forever in its sole discretion. Forever at all times reserves the right to amend/supplement and/or modify these Auction Rules with specific rules which shall be made available by the Forever radio station as appropriate and in the Forever radio station(s) sole discretion. Listeners' and potential Auction Participant(s) are urged to acquaint themselves with these specific Auction rules in advance of their participation. Where specific Auction rules are in place for a particular Auction, those specific Auction rules shall control over where different from any general Auction rules.**

**Forever Media Inc. its affiliates and their Radio Station(s) do not and shall not discriminate, in any way on the basis of race or gender, respecting their employment or advertising practices.**

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