

**“Summer In The City”  
Official Sweepstakes Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **Eligibility:** Sweepstakes is open to all legal residents of the Quad Cities Metro area and contiguous counties, who are twenty-one (21) years of age or older at the time of entry and have not won a prize valued at \$50 or greater from WQUD-FM in the past twelve (12) months. Winner AND Guest must be 21 years of age or older. Employees of WQUD-FM (“Station”), Necker’s Jewelers (“Sponsor”), Hotel Blackhawk (“Sponsor”), Duck City Bistro (“Sponsor”) their advertising and promotions agencies, and their immediate families (spouse and parents, children and siblings and their spouses) and individuals living in the same households of such employees are ineligible. **ONLY ONE ENTRY PER PERSON ALLOWED.** Eligibility is contingent on agreement to, and compliance with, these Official Rules. Sweepstakes subject to all applicable federal, state, and local laws and regulations. This Contest is offered in the United States only and shall only be construed and evaluated according to United States law. Do not enter this Sweepstakes if you are not located in the United States.
2. **To Enter:** Sweepstakes begins on Tuesday, June 12, 2019 and will end on Friday June 21, 2019 at 12:00 p.m. CST. (“Sweepstakes Period”). There is only one (1) way to enter the Sweepstakes: To enter the Sweepstakes, log on to the [www.wqudfm.com/SUMMERINTHECITY](http://www.wqudfm.com/SUMMERINTHECITY) sweepstakes page during the Sweepstakes period. A random drawing on Friday, June 21, 2019 will determine the winner out of all eligible entries. The drawing will take place at either a Sponsor’s business location or at the WQUD-FM Business Office in Davenport, IA.
3. **Prize:** One (1) Grand Prize will be awarded. Winner of the Grand Prize will receive the following:
  1. **One Night Stay at the Hotel Blackhawk located in Davenport, IA.** Winner will coordinate with Station and Hotel Blackhawk to schedule stay. Stay is subject to blackout periods and room availability as determined solely by Hotel Blackhawk. This prize is non-transferable and must be used by the winner and their guest only. Limit of Two guests per room. Hotel will require photo I.D. and a personal credit card to guarantee any additional non-sweepstakes charges made to the room. Station nor its Sponsors will be liable for any charges, expenses or damage caused or incurred by Winner. Station and Sponsor responsibility is limited solely to providing a One Night Stay at the Hotel Blackhawk and Breakfast for Two during the stay. Hotel Blackhawk written Check-in and Check-out rules apply. Early check-in or late check-out will be at the sole discretion of the Hotel Blackhawk.
  2. **Breakfast for Two at the Hotel Blackhawk on the morning following the Night’s Stay.** Breakfast excludes Tips and Alcoholic beverages.
  3. **Dinner for Two at Duck City Bistro in Davenport, IA.** Advance reservations required and Dinner must be scheduled concurrent with Hotel Blackhawk stay. Dinner Value is \$100. Excludes the purchase of certain reserve bottles of wine or premium liquor. Valid only for beer, wine and mixed drinks served by the glass. Tip not included. Dinner is non-transferable and must be claimed by the Winner and their guest only.
  4. **\$100 Gift Certificate from Necker’s Jewelers.** Prize is non-transferable and must be claimed by winner only. Valid I.D. Required.

If the actual value of any prize is less than the stated approximate retail value, the difference will not be awarded in cash. Approximate retail value (“ARV”) of the Grand Prize is \$500. If the actual value of any prize is less than the stated ARV, the difference will not be awarded in cash.

4. Station is not responsible for charges entrants may incur as a result of wireless phone or Internet transmissions. The Station is not responsible for service outages, delays, equipment malfunctions and any other technological difficulties that may prevent an entrant from entering the "Sweepstakes".
5. Prizes will be awarded only upon winner verification and final approval by the Station.
6. All decisions made by the Station and Company management regarding any aspect of this Sweepstakes are final and binding.
7. Contestants may only win twice per household address every CALENDAR month in regard to daily giveaways such as concert tickets, gift cards, movie passes, etc. Contestants can only win once per month for a MAJOR STATION Sweepstakes unless otherwise noted in the Rules. Station is not responsible for charges entrants may incur as a result of wireless phone or Internet transmissions. The Station is not responsible for service outages, delays, equipment malfunctions and any other technological difficulties that may prevent an entrant from entering the Sweepstakes. Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate winner. All costs and expenses associated with prize acceptance and use not specified herein as being provided, including but not limited to transportation costs, gratuities and other expenses incurred by accepting the prize, are the sole responsibility of the winner. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable.  
Hotel accommodations are subject to availability and not permitted during holidays, blackout dates or convention periods. Confirmation will be given on a space available basis only. Once a reservation is made no changes are permitted. Grand Prize is not transferable, assignable or redeemable for cash. No prize substitutions, except as provided herein. Winner is responsible for providing all necessary travel documentation, including passports. It is the traveler's responsibility to provide proper documentation. Married or divorced individuals traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree. Station will not rebook or revise reservations.  
**Winners must present a credit card upon check-in at the hotel to cover any incidentals that may occur.**  
To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith. Prizes will not be mailed. Winners of all prizes will be instructed to visit the offices of the Station located at: WQUD-FM, 201 W. 2<sup>nd</sup> St. Suite 725 Davenport, IA 52801, by appointment only, to claim their prize. Winners must claim their prize within thirty (30) days of winning. Failure to do so will result in winner forfeiting the prize.  
Prizes may only be claimed by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner.  
Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo identification) to claim their prize. Identification documents must match information previously provided to the Station.  
In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station in its sole discretion to be ineligible, he/she may be required to forfeit the prize if such a violation is found after the prize has been used by the winner.
8. **To Claim Prize:** Winner will be notified via e-mail and/or phone, and will be required to complete and sign an Affidavit of Eligibility and Liability Release, and where legal, a Publicity Release (collectively, the "Required Documentation"). If a potential winner cannot be contacted using the information provided or fails to respond to Sponsor's attempt to notify them of selection within fourteen (14) days; if any notification is returned as undeliverable or yields an error of undeliverable type "bounce back" email (regardless if the message is ultimately delivered to the recipient); if Sponsor is unable to verify potential winner's eligibility; if potential winner fails to sign and return the Required Documentation within the required time period or fails to comply with these Official Rules; if any prize is returned undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and an alternate winner is selected. In the event that a potential winner is disqualified for any reason, the next received and eligible

entry received by Sponsor that is fully compliant with these Official Rules shall be deemed the winner, until the prize is awarded or until two (2) attempts have been made to award the prize and each attempt has failed. Sponsor will identify each potential winner and verify the potential winner's eligibility after the end of the Sweepstakes Period. If unable to verify eligibility, Sponsor will select an alternate potential winner within a reasonable time thereafter. If applicable, winner's guest must execute a Liability Release and, where legal, Publicity Release prior to the issuance of travel documents.

9. **Conditions:** Payments of all federal, state, and local taxes are solely the responsibility of the winner. Winner will be required to sign an IRS Form W-9 with the winner's full social security number or the equivalent. Failure to submit a Form W-9 upon request will result in forfeiture of the prize. Winnings of \$600 or more will be reported to the IRS. By participating in the Sweepstakes, winner agrees to have his/her name, voice, likeness, photograph, statements, opinions, biographical information and/or Sweepstakes entry used in any advertising or broadcasting material, whether relating to this Sweepstakes or otherwise, in any media, worldwide, now known or hereinafter developed, in perpetuity, without additional notice, payment, or other compensation unless prohibited by law, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize. Sponsor is not responsible for lost, stolen, mangled, misdelivered, postage due, illegible, incomplete or late entries, telephone service outages, delays, busy signals, equipment malfunctions and any other technological difficulties that may prevent an individual from entering or claiming a prize. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of Sponsor's website, or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. In such event, Sponsor reserves the right, but not the obligation, to award any applicable prize(s) from the entries submitted before the cancellation, suspension, or modification of the Sweepstakes. Any attempt to undermine the operation of the Sweepstakes may be a violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right to make changes in the Official Rules, including the substitution of a prize of greater or equivalent value, which will become effective upon announcement. Failure to comply with the Official Rules may result in Participant's disqualification solely at the discretion of the Sponsor. The Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the Sweepstakes, or in the announcement of a prize. In any case, the final winner of all prizes will be determined, and prizes will be awarded, within a reasonable time after the end of the Sweepstakes Period, except as agreed between Sponsor and winner. In the event a prize is mailed to a winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. Sponsor is not responsible for the safe arrival of a prize. Sponsor is not responsible if potential winner does not receive his/her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the Sweepstakes. Only the prize(s) set forth in these Official Rules will be awarded. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Sponsor reserves the right to award only the stated number of prizes from all legitimate, unawarded, eligible prize claims.
10. **Indemnification; Limitation of Liability:** NEITHER SPONSOR, PRIZE PROVIDER NOR THEIR AFFILIATED ENTITIES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY SWEEPSTAKES-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION. THIS SWEEPSTAKES IS BEING MADE EXCLUSIVELY BY THE STATION AND SPONSOR WHO ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS SWEEPSTAKES. NEITHER STATION, SPONSOR NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES ARE RESPONSIBLE FOR ANY DAMAGES NOR INJURY INCURRED BY WINNER AND GUESTS AS A RESULT OF WINNING. **BY ENTERING, PARTICIPANTS AGREE TO RELEASE HOLD**

**HARMLESS, DEFEND AND INDEMNIFY EACH OF STATION, SPONSOR AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THIS SWEEPSTAKES (COLLECTIVELY, THE “RELEASED PARTIES”) AGAINST ANY AND ALL LIABILITY, DAMAGES, OR CAUSES OR ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE SWEEPSTAKES, (II) PARTICIPANT’S PARTICIPATION IN THE SWEEPSTAKES, AND (III) THE RECEIPT OR USE OR MISUSE OF THE PRIZE(S) AWARDED HEREIN. POSSIBLE CLAIMS OR CAUSES OF ACTION INCLUDE, BUT ARE NOT LIMITED TO, INFRINGEMENT OF ANY RIGHT OF PUBLICITY OR INTELLECTUAL PROPERTY; THREATENED OR ACTUAL INJURY, LOSS, OR DAMAGE TO ANY PERSON, INCLUDING DEATH AND DISABILITY; DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (INTENTIONAL AND UNINTENTIONAL); AND DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF SUCH PARTICIPANT’S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES.** If for any reason an Participant’s entry is confirmed to have been voided or corrupted by any grossly negligent act of the Sponsor, Participant’s sole remedy is another entry in the Sweepstakes, subject to availability and provided that the Sweepstakes has not then expired.

11. **Construction and Disputes:** Participants waive any right to claim ambiguity in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Sweepstakes, shall be resolved individually, without resort to any form of class action, and exclusively governed by, and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. 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 Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including associated with entering this Sweepstakes, but in no event attorneys’ fees. Sponsor reserves the right to correct clerical or typographical errors in Sweepstakes materials or these Official Rules. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **THE EXCLUSIVE JURISDICTION FOR ANY DISPUTE SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN TRAVIS COUNTY, TEXAS.**
12. **Privacy:** By entering this Sweepstakes, each Participant agrees to Sponsor’s manner of collection, use, retention, and disclosure of Participant’s personal information submitted in connection with the Sweepstakes, including, without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Participants. Information collected is subject to Sponsor’s privacy policy and any state or federal law.
13. **Official Rules and Winner’s List:** Official Rules and Winner’s List may be obtained by visiting [www.wqudfm.com/contests](http://www.wqudfm.com/contests).
14. **Station:** WQUD-FM, 910 Albany St. Erie, IL 61250
15. **Sponsor:** Necker’s Jewelers, 4007 E. 53<sup>rd</sup> St., Ste. 100, Davenport, IA 52807
16. **Sponsor:** Hotel Blackhawk, 200 E. 3<sup>rd</sup> Street Davenport, IA 52801
17. **Sponsor:** Duck City Bistro, 115 E. 3<sup>rd</sup> Street Davenport, IA 52801