

CHICKIES & PETE'S CRABFRY EATING CONTEST OFFICIAL RULES,

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

1. How to Enter the Promotion:

- a. These rules govern the Chickies`s & Pete`s Crabfry Eating Contest ("Promotion") being conducted by WIP (the "Station" or "WIP"). The Promotion begins on Thursday, July 6, 2017 and ends on Thursday, July 13, 2017 (the "Promotion Dates")
- b. Up to twenty (20) contestants will be chosen to qualify by one of the following 2 methods between Thursday, July 6, 2017 at 5:30am ET through Wednesday, July 12, 2017 at 10:00am ET (the "Entry Period"):
 - i. To enter, on-air, listen to the Station each weekday beginning on Thursday, July 6, 2017 and ending on Wednesday, July 12, 2017 between the hours of 5:30am ET and 10:00am ET during the Entry Period for the announcement of the cue to call. Upon hearing the cue to call, the Morning show will start taking callers and asking them to explain why they should be considered to compete in the Crab Fry Eating Contest. The WIP Morning Show will judge all callers and select up to ten qualifiers, upon confirmation of eligibility. Once ten (10) qualifiers have been selected, the On-air Entry Period will end. The WIP Morning Show, in their sole discretion, will base their selection of qualifiers on subjective criteria, included but not limited to: presumed eating ability, attitude, presence, and willingness to represent the Station. At the time of entrant's call, entrant will be required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will be considered to compete in the Hoagie Nation Hoagie Eating Contest. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a qualifying prize winner only once.
 - ii. To enter, on-line, entrants should go to www.chickiesandpetes.com. Follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. You must also explain submit a 30 second video explaining why you should be included into the contest. Online entrants are subject to all notices posted online including but not limited to the Station's and Chickie`s & Pete`s Privacy Policy. One (1) online entry per person. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Station. All online eating stunt entries must be received by 9:59am ET on Wednesday, July 12, 2017 to be considered.
- c. There will be up to a total of one (1) Grand Prize winner selected in the Promotion.

2. Eligibility Restrictions:

- a. The Promotion is open to persons who are legal U.S. residents 21 years of age or older who reside in the Philadelphia metropolitan area including counties in Philadelphia, Montgomery, Delaware, Chester, Bucks, Berks (Pennsylvania); Camden, Burlington,

Gloucester, Mercer, Salem, Atlantic, Cumberland, Ocean (New Jersey); or New Castle (Delaware).. Void where prohibited or restricted by law. Employees, officers, directors and agents of Chickie's & Pete's, the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Philadelphia metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

- b. Contestants MUST BE AMATEUR EATERS, meaning, for the purposes of this contest, NOT members of professional eating organizations (e.g., IFOCE/MLE and AICE).
- c. Former Overall Winners of previous Crab Fry Eating competitions are ineligible from competing in Wing Bowl 25. These winners are David "Tiger Wings & Things" Brunelli and Robert "Notorious B.O.B." Shoudt.
- d. All Contestants must be physically able to participate in the Promotion and must certify prior to participation that there is no physical, psychological, medical or other reason (e.g. heart condition, diabetes, food allergies, etc.) as to why the rapid consumption of a large quantity of food would adversely affect their health. All Contestants must sign a participant release prior to participating in any portion of the Promotion. Failure to do so will result in immediate disqualification.
- e. WIP reserves the right, in its sole discretion to disqualify a contestant(s) for disruptive behavior.
- f. Listeners are eligible to win a prize valued over \$100 or ticket prize valued over \$250 (per ticket package) in a Station-conducted Promotion only once per day and a prize valued at \$600 or more only once every six (6) months. Only one (1) winner per household is permitted in any Station-conducted promotion.
- g. The winners may be required to present valid government-issued photo identification, and must provide their complete address, date of birth and phone number to participate in the Promotion or claim a Prize.
- h. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. Prizes:

- a. One (1) Grand Prize will be awarded. The Grand Prize consists of \$1,000 to be awarded in the form of a Visa Gift Card and one (1) \$500 Chickie's & Pete's Gift Card. The Total Approximate Retail Value ("ARV") of the Grand Prize is \$1,500.00. The Grand Prize winner will be solely responsible for any applicable taxes, or any other fees and expenses not specified herein associated with the receipt and use of the Grand Prize. The prize is awarded as is. The cash prize portion of the Grand Prize will be awarded in the form of a Visa Gift Card. The Visa Gift Card will be awarded to the Grand Prize winner when the

Grand Prize winner has completed all paperwork and required releases/affidavits and all required documents are received by the Station. The Station is not responsible for the safe arrival of a prize or prize certificate. The gift card will be subject to the terms and conditions as set forth by the issuer of the gift card. Gift card is not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will gift card be replaced if lost or stolen.

- b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. Unless otherwise stated above, the winner(s) will forfeit any prize(s) or prize certificate(s) not claimed within ten (10) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- c. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

4. Selection of Winners:

- a. Decisions of the Station management with respect to the Promotion are final.
- b. The Promotion will have a maximum of twenty (20) Contestants. The Station reserves the right to select and/or limit the total number of Contestants based upon the order in which entries were received.
- c. One (1) grand prize winner will be selected at the Crab Fry Eating Contest, taking place at the Chickie`s & Pete`s, 1526 Packer Avenue, Philadelphia PA 19145 on Thursday, July 13, 2017. All qualifiers must be present and checked in with Station staff by 5:45pm ET on Thursday, July 13, 2017 in order to participate. Failure to show up on time may result in disqualification. The grand prize winner will be selected in the Crab Fry Eating Contest, as described in Exhibit A of these Official Rules.
- d. The Contestants will be given five (5) minutes to eat as many crabfries as possible. A designated Crabfry event official will determine the number of crabfries successfully consumed by each Contestant. The Contestant who consumes the most crabfries in each of the four (4) five (5) minute rounds will receive entry to finals. In the event of a tie in any round, all tied Contestants will compete head to head to see who can eat the most crabfries in two (2) minutes. If a tie remains after the initial two (2) minute tie-breaking round, tied finalists will continue to eat in two (2) minute intervals until a winner is determined by virtue of having consumed more crabfries than the other tied finalist(s).

- e. Crabfries must be eaten directly from the bucket. Dumping of crabfries out of the bucket first and eating them at one time will not be allowed. Napkins in any form are not allowed during the 5 minute contest or tie breaking rounds. If a Contestant leaves the Crabfry-eating area for any reason during the Promotion, he or she will be disqualified from further competition. Contestants may not make physical contact with other Contestants at any time; any Contestant who deliberately makes contact with another Contestant will be disqualified at the sole discretion of WIP. If a Contestant purges or vomits at any point during the competition, he will immediately be disqualified.
- f. All Contestants will be required to sign a release in order to participate.
- g. All Contestants must not be professional eaters, only amateur eaters will be allowed to participate in this Promotion.
- h. Winners must be present to win but do not need to listen to the Station to win.
- i. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Check prizes will be issued within eight to fourteen weeks following confirmation of eligibility and completion of all requisite releases and IRS forms. The winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize(s) will be forfeited and an alternate winner will not be selected. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s).

5. Conditions:

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.
- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other

organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by July 13, 2017 to "Chickie`s & Pete`s Crabfry Eating Contest – Official Rules," Attn: Promotions, SportsRadio 94 WIP, 400 Market Street, 9th Floor, Philadelphia, PA 19106. For the names of the prize winners, send a self-addressed stamped envelope for receipt by September 13, 2017 to the above address marked "Chickie`s & Pete`s Crabfry Eating Contest – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at www.cbsphilly.com.

6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at <http://policies.cbslocal.com/privacy>. In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator: SportsRadio 94WIP, 400 Market St, 9th Floor, Philadelphia, PA, 19106.

Sponsor:

Chickie`s & Pete`s, 1526 Packer Avenue, Philadelphia PA 19145

Exhibit A – Chickie`s & Pete`s Crabfry Eating Competition Rules

- a. During Chickie`s & Pete`s Crabfry Eating Contest, which will be held at Chickie`s & Pete`s South Philadelphia, on July 13, 2017, there will be four (4) individual five (5) minute periods, with a short break after each, followed by a final five (5) minute period consisting of the contestants who ate the most crabfries in the preliminary rounds, and tie-breaking rounds, as necessary, during which Contestants will compete to eat as many Crabfries as possible.
- b. WIP is not responsible for miscalculations or inaccurate counts of crabfries provided.
- c. Prior to the start of the Chickie`s & Pete`s Crabfry Eating Contest competition, all buckets will be weighed and counted to ensure every bucket is equal.
- d. Contestants will witness a demonstration of the minimum amount of crabfries that must be eaten in a bucket in order for it to be counted in the final tally. Contestants who do not meet the minimum requirement will be given one warning, after which they will be penalized for any buckets that are not fully eaten. The Chickie`s & Pete`s Crabfry Eating Contest Commissioner (an individual to be named by WIP Management in its sole discretion) will determine in their sole discretion the number of penalty points assessed.
- e. The Chickie`s & Pete`s Crabfry Eating Contest competition will be split into four (4) individual, five (5) minute periods, with a short break after each, followed by a final five (5) minute period consisting of the contestants who ate the most crabfries in each of the preliminary rounds, and two (2) minute tie-breaking rounds, as necessary. Contestants may not leave the immediate area during the competition; however they may stand up, stretch, have a drink of water, and wipe their hands and faces.
- f. There will be four (4) buckets per contestant with additional buckets available to start. In case a contestant finishes more than four (4) buckets in the allotted time period, the official tabulators will signal for additional buckets when there is one (1) bucket left in front of a Contestant plate and additional buckets of fries will be brought immediately.
- g. Up to twenty (20) Contestants will be randomly selected to compete in 1 of the four preliminary rounds. The contestant who consumes the most crabfries in each round will be a Finalist and entered into the finals.
- h. Upon completion of each five (5) minute round, the one (1) contestant who ate the most buckets of crabfries during each of the four (4) preliminary rounds will qualify for the final five (5) minute period. ("Finalists") At the end of the four (4) preliminary rounds All Contestants other than the Finalists will be asked to leave the Chickie`s & Pete`s Crabfry Eating competition area. If there is a tie any of the first four (4) five (5) minute periods, then all of the tied Contestants will all qualify for the final five (5) minute period. The amount of crabfries eaten during the first four (4) five (5) minute periods will not count towards the final total of crabfries eaten.
- i. In the event of a tie after the final five (5) minute period, a two (2) minute eat-off period will be held between all tied Finalists. Two (2) minute eat-offs periods will continue until one (1) Contestant is declared the Chickie`s & Pete`s Crabfry Eating Contest champion.

- j. At the end of the final five (5) minute period, the Finalist who has eaten the most crabfries in the final round will be declared the "Chickie`s & Pete`s Crabfry Eating Contest Champion".
- k. Napkins in any form are not allowed during the competition
- l. If a Contestant leaves the competition area for any reason during their designated round, he or she will be disqualified from further competition.
- m. Contestants may not make physical contact with other Contestants at any time; any Contestant who deliberately makes contact with another Contestant will be disqualified at the sole discretion of WIP.
- n. If a Contestant purges or vomits at any point during the competition, they will immediately be disqualified.
- o. The Chickie`s & Pete`s Crabfry Eating Contest Champion will receive the "Grand Prize". The amount of crabfries eaten during earlier periods will not count towards the final total of crabfries eaten (i.e. the winning Contestant will be the Contestant who has successfully consumed the most crabfries during the final five (5) minute period) for each prize.
- p. All decisions and disputes will be decided by Chickie`s & Pete`s Crabfry Eating Contest commissioner in his sole discretion. All decisions of the Chickie`s & Pete`s Crabfry Eating Contest commissioner are final.