'Make a Big Splash' with Hesselson's

– Pool Giveaway Rules

DETAILED CONTEST RULES FOR 'MAKE A SPLASH Pool Giveaway contest

1. How to Enter the Contest:

a. The **"Make A Big Splash" with Hessleson's** contest will begin on March 25, 2019 and end on April 30, 2019 Giveaway date is May 9, 2019.

b. To participate in the contest, listen weekdays from March 25th through April 30th to 94 Rock, WLVY, for the **"BIG SPLASH SOUNDER"** when it is played the 4th caller on the station contest line, 733-5690 will be entered to win. We will take a total of 54 qualifiers. Station is not responsible for entries not received due to service outages or delays, or other technological glitches.

c. Only one qualifier per household.

2. Eligibility Restrictions:

a. The contest is open to all WLVY listeners who are 21 years of age or older. Employees of WLVY, its licensee, Tower Broadcasting, LLC, their affiliated entities, affiliated advertising agencies, participating sponsors/promotional partners, other radio stations in the Elmira-Corning Metro area and the members of their immediate families are ineligible to participate or win.

b. Listeners are eligible to win a WLVY contest only once every thirty days. Only one winner per household is permitted in any contest.

c. Valid I.D. will be required for participation.

3. Prizes:

a. Grand prize is: 18' Above Ground Pool with standard installation, and starter chemical kit - total prize value $4800.00. Includes normal ground work directly related to pool installation, no more than a 12" grade. Pool sand, pool water and installation of the pool filter & sand bottom are not included. Any type of abnormal installation will be an extra charge. Delivery is included within 30 miles of Elmira Heights. Delivery is available outside of the 30-mile radius for a nominal fee. Installation of swimming pool – Hesselson's must have a 10 ft. wide access for equipment. Hesselson's does not provide any electric or bonding work. Hesselson's does not fill pool with water or provide any landscaping. See Hesselson's for any additional details.

b. The winner agrees to all conditions and terms regarding delivery and installation of the grand prize, as per the requirements of Hesselson's in Elmira Heights, NY, along with any other requirements of Tower Broadcasting, LLC. Qualifiers are required to review the installations conditions, and agree, in writing to the acceptance of the installation parameters by Hesselson's. Failure to do so will cause the grand prize to be forfeited, with no further monetary or non-monetary conditions awarded. The winner agrees to release and indemnify Tower Broadcasting, LLC and it's stations from all further terms, conditions and installation requirements. Please see the Hesselson's addendum on the last page for installation details.

c. All prizes or prize certificates may be picked up at the office of WLVY, 1705 Lake Street., Elmira NY. Any prize or prize certificate not claimed within 30 days of winning will be forfeited by the winner.

d. Contest prizes are not transferable. Prizes may not be substituted for or redeemed for cash.

4. Selection of Winners:

a. Decisions of station management with respect to the contest are final.

b. Grand prize to be given out by WLVY (Tower Broadcasting, LLC) on May 9, 2019.

c. On May 9th, beginning at 5:30pm, qualifiers will register at Hesselson's in Elmira Heights, NY When the qualifiers register, they will select a numbered envelope. The envelopes will be numbered 1 through 54. The first person to register will get the first choice of number. Every qualifier will choose a numbered envelope, beginning with the first person to register. Registration for qualifiers will close at 6pm. After all qualifiers have registered, that same number of tickets (keys), *minus 1, will be placed into a special designated container. The key that will unlock the grand prize will be tried on the lock for all to see, and then placed in the container. One and only one of the keys in the container will unlock the lock designated for the grand prize*. The first key will be tried at 6:15pm, or as close to 6:15pm as possible. The keys will be tried in sequential order, beginning with envelope number one (1). *Qualifiers will retain their key and envelope number until a winner is decided.* Qualifiers are encouraged to not leave until the winning ticket *(key unlocks the grand prize)* is drawn. *If there is not a winner during the first round, that means a contestant did not properly turn the key to unlock the grand prize, so in sequential order, we will try again.* Winner will be determined by The Station. There will only be one Grand Prize Winner.

5. Conditions:

a. Payment of all federal, state and local taxes are the sole responsibility of the winner. Winners may be required to sign an IRS Form W-9 or the equivalent.

b. By participating in the contest, the winner agrees to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation, and to sign a publicity release prior to acceptance of the prize.

c. Contest winner will be required to sign a liability release prior to acceptance of any prize valued at $600.00 or greater. Pursuant to the liability release, the winners will agree to hold WLVY, its licensee, Tower Broadcasting, LLC, harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest.

d. WLVY, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, or who is otherwise in violation of the rules. The station further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, tampering, unauthorized intervention or technical failures of any sort.

6. WLVY reserves the right to make changes in the rules of the contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.

7. No purchase is necessary. The contest is void where prohibited.

8. Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of WLVY.

9. WLVY is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize.

10. Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of WLVY, 1705 Lake Street, Elmira, NY or by sending a self-addressed stamped envelope to WLVY, 1705 Lake Street, Elmira, NY.

11. WLVY is not responsible for providing handicap accessibility for winners at any venue or event location for which tickets are awarded or station is promotionally involved with. Audience accessibility is the responsibility of the event or venue.

HESSELSON'S POOLS AND SPAS

Important information about
INSTALLATION OF SWIMMING POOLS

There are also some things that are required for the installation that are your responsibility.

Please initial.

_____ 1. Permits – All areas require building permits for swimming pools. This is your responsibility. Check with your local municipality for the regulations in your area. Be sure to do this before deciding on the site, so you are sure the site you pick conforms with all requirements. The permit must be on the premises at the time of installation.

_____ 2. Access to Site – **A MINIMUM WIDTH OF 10 FEET IS NECESSARY** to get ground equipment to the site. Before we arrive on site, all fences or other barriers need to be removed to obtain at least 10' of clearance. If we cannot access your site upon arrival, we will have to reschedule.

_____ 3. Staking out the pool size – If your not going to be home when the ground work is done, you must stake out the area so we know where to put your pool and the location for the dirt, which must be next to site. For round pools, put a stake in the center where you want the pool. For ovals, put a stake in each corner. The customer is responsible for knowing about any buried services, wires, septic systems, etc. Please be aware of proximity of tree roots and stumps to the pool area. This could affect the installation of your pool.

_____ 4. Hesselson's will dig up to 12" off level ground. Anything over a 12" grade is subject to an additional charge of $200 - $400. Hesselson's **WILL NOT** level ground over a 2' grade. Hesselson's does not do any landscaping, or drainage work. This is the customer's responsibility. Hesselson's does not remove tree stumps. Heavy Equipment is not yard friendly, therefore marks will appear on your yard.

_____ 5. Dirt – Most ground work involves taking out quite a bit of dirt to level the site. Hesselsons procedure is to put the dirt in a pile in your yard, next to the pool site.

_____ 6. Pool Installation – Your pool installation will be done in 2 steps. The first crew will dig the ground, level the site and put the sand down. Normally 1 - 3 days later a different crew will complete the installation of your swimming pool.

_____ 7. Water, Garden Hose, Electric – You are responsible for all electrical needs. Codes vary from town to town, so you need to check with your local municipality. Also, the crew will need a garden hose long enough to reach the center of the pool. The installation crew will need a small amount of water from your house to set the liner. It can be filled the rest of the way later. If your pressure is low, prior arrangement with Hesselson's must be made before we do the groundwork portion of your swimming pool installation.

_____ 8. Installation of Accessories – Installation of anything other than the pool, ladder and filter is not included unless otherwise specified. If you have any questions please ask your salesperson at Hesselson's to clarify what you are getting installed.

_____ 9. Payment – If you're paying cash or by credit card, everything except $500 must be paid before we come. Before the pool installation is started, final payment is to be paid to the installer. If you are financing your pool through Hesselson's, any down payment should be made before coming to the house. Also, the bank contract, due to banking regulations and privacy issues, MUST be signed in store prior to the pool installation.

_____ 10. Hesselson's warranty for installation work is one (1) full year. The second year the customer is responsible for 50% of the repair charge. Hesselson's has no obligation for the chemicals or water after the first season. Washouts due to improper drainage is NOT a warranty installation issue.

Signature _____

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