

## **99.5 QYK (WQYK) Tampa Bay Food Truck Fight OFFICIAL CAMPAIGN RULES**

By participating and/or voting in **Tampa Bay Food Truck Fight** (the “Campaign”), you agree to these Campaign Rules and Privacy Policy shown on [www.995qyk.com](http://www.995qyk.com) and all final decisions of WQYK-FM (the “Station”). If you do not agree to these Campaign Rules and Privacy Policy, you should not place a vote on our website. Further you can request deletion of your existing voting account at [www.995qyk.com](http://www.995qyk.com). **Tampa Bay Food Truck Fight** is being administered by a neutral third party, Second Street (“Campaign Administrator”), on behalf of the Station. Station shall make the final determination as to the winner in its sole discretion. The Station reserves the right to end this Campaign or change these guidelines upon announcement on air and/or by publication at [www.995qyk.com](http://www.995qyk.com).

### **RULES & VOTING ROUNDS**

Sixty-four (64) pre-selected participating food trucks (each a “Food Truck,” collectively the “Food Trucks”) will be randomly paired in a bracket-style competition and voted on until there is one (1) remaining Food Truck. Station will pre-select Food Truck in its sole discretion; no nominations will be accepted. Voting rounds are as follows:

- i. Round 1 – sixty-four (64) Food Trucks: will begin on Monday, February 28<sup>th</sup>, 2022 at 12:00PM Eastern Time (“ET”) and end on Monday, March 7<sup>th</sup>, 2022 at 11:59AM ET. In each matchup, the Food Truck with the highest votes will advance to Round 2.
- ii. Round 2 – thirty-two (32) Food Trucks: will begin on Monday, March 7<sup>th</sup>, 2022 at 12:00PM ET and end on Monday, March 14<sup>th</sup>, 2022 at 11:59AM ET. In each matchup, the Food Truck with the highest votes will advance to Round 3
- iii. Round 3 – sixteen (16) Food Trucks: will begin on Monday, March 14<sup>th</sup>, 2022 at 12:00PM ET and end on Monday, March 21<sup>st</sup>, 2022 at 11:59AM ET. In each matchup, the Food Truck with the highest votes will advance to Round 4.
- iv. Round 4 – eight (8) Food Trucks: will begin on Monday, March 21<sup>st</sup>, 2022 at 12:00PM and end on Friday, March 25<sup>th</sup>, 2022 at 11:59AM ET. In each matchup, the Food Truck with the highest votes will advance to Round 5.
- v. Round 5 – four (4) Food Trucks: will begin on Friday, March 25<sup>th</sup>, 2022 at 12:00PM ET and end on Monday, March 28<sup>th</sup>, 2022 at 11:59AM ET. In each matchup, the Food Truck with the highest votes will advance to Round 6.
- vi. Round 6 – two (2) Food Trucks: will begin on Monday, March 28<sup>th</sup>, 2022 at 12:00PM and end on Friday, April 1<sup>st</sup>, 2022 at 11:59AM ET. The Food Truck with the highest number of votes once Round 6 has concluded will be deemed the winning Food Truck, upon confirmation of eligibility. Potential winning Food Truck will be notified by phone and/or email on or around Friday, April 1<sup>st</sup>, 2022.

- vii. Users may submit one vote per round.
- viii. In the event of a tie in any round, the Food Truck to advance to the next round will be randomly selected by the Station.
- ix. In the event that a pre-selected Food Truck would like to opt-out of the Campaign, the paired Food Truck will automatically win that round. Food Trucks may opt-out by emailing [micaela.figueroa@bbgi.com](mailto:micaela.figueroa@bbgi.com) with the subject line “Food Truck Fight Campaign Opt-Out”. Upon confirmation, the Food Truck will be removed from the Campaign.

## **VOTING MECHANISMS**

Votes are to be cast by individuals only with unique email addresses. Automated or multiple voting mechanisms are strictly prohibited. Any votes suspected by the producers to be fraudulent may be disqualified, in the Station’s sole discretion, and could affect the final standings prior to or after initial announcement. The Station reserves the right in its sole discretion to cancel or suspend this Campaign, in part or in its entirety, should virus, tampering, fraud, technical difficulties or other causes beyond its control corrupt the administration, security, fairness, integrity or proper administration of the Campaign, or for any reason whatsoever. The Station further reserves the right to modify these Campaign Rules at any time during the voting period for any reason, in its sole discretion.

Participating Food Trucks may not attempt to obtain votes by any fraudulent or inappropriate means, including, without limitation, by: (a) circumventing (or encouraging others to circumvent) any vote limits; (b) using any automated system to vote; (c) offering any inducements to others in exchange for votes; or (d) using proxy voting schemes in which anyone other than the actual person submits the vote. The Station, in its sole discretion, reserves the right to reject any votes that they have reason to believe were obtained through fraudulent or inappropriate means.

## **PRIZE**

Up to one (1) winning Food Truck will be awarded an advertising campaign on WQYK (FM) valued at no greater than fifteen thousand dollars (\$15,000). Advertising grant will be awarded subject to Station advertising availability and inventory and must be used over three months; May 2022, June 2022 and July 2022; subject to change in Station’s sole discretion. Station reserves the right to approve and edit any scripts, images, videos, etc. and may reject any content if it is deemed, at the sole discretion of the Station, to be unsuitable for public display or posting on the Station’s website. Winning Food Truck agrees that they will be contacted by a Station Account Executive for the purpose of developing, creating & executing the campaign. Winning Food Truck must have website actively monitored by Google Analytics prior to campaign launching and that they will grant Station “read-only” access in order to demonstrate the effectiveness of the campaign.

Winning Food Truck must confirm acceptance of prize within twenty-four (24) hours of winning, or risk disqualification and selection of an alternate winning Food truck (time permitting) from the Food Truck who was deemed the runner-up.

### **COMPLAINTS & DISPUTES**

In the event of a dispute, the Station shall request one (1) written statement from each complaining or refuting business. The Station shall use this communication and its website access logs to determine an outcome of a dispute, which shall be final.

### **LIABILITIES**

Participating Food Trucks will be civil and not launch personal attacks against other competitors or businesses, or tamper with or hack into the system. The Station reserves the right to delete, move, or edit content in their discretion. This Campaign is also governed by our Terms of Use and Privacy Policy. The Station further reserves the right to cancel, terminate or modify the Campaign if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

Voters and participating Food Trucks hereby release and agree to indemnify and hold harmless the Station, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and PR agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the contest (collectively, "Released Parties") from any and all liability, claims, actions and damages sustained or incurred by participation in the campaign arising in any manner whatsoever.

The Station, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to the Campaign due to circumstances beyond the control of any such entity.

By participating in the Campaign, participants give full consent to the Station to use his/her/its name, likeness, city and state in all forms of advertising, promotional, editorial, marketing and collateral materials without additional compensation or permission, except where prohibited by law.