

**STAY ABOARD THE CAP'N'S QUARTERS CONTEST
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve your chances of winning.

This Contest is subject to and governed by applicable federal, state and local laws and regulations. Contest is void where prohibited or otherwise restricted by law. **The Quaker Oats Company is not a sponsor of this Contest and is in no way responsible or liable for the administration or execution of the Contest.**

1. CONTEST PERIOD/ ELIGIBILITY.

The "Stay Aboard the Cap'n's Quarters Contest ("Contest)" begins on July 28, 2021 at 12:00:01 a.m. EST and ends on August 1, 2021 at 11:59:59 p.m. EST (the "Contest Period").

This Contest is open to only to individuals who are legal residents of the 48 contiguous United States and District of Columbia ("D.C.") and are at least 25 years of age at the time of entry. Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, WHTZ, and any third party prize fulfillment services (collectively, the "Contest Entities"); individuals employed by any other radio and/or television station, and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Contest or win the prize. Contest is void in Alaska, Hawaii, and where prohibited or otherwise restricted by law.

By entering the Contest, you agree to be bound by the terms and conditions provided in these Official Rules as well as by Sponsor's interpretations of these Official Rules and decisions, which are final and binding in all matters relating to the Contest. By entering, you further acknowledge that you are participating on your own behalf and not on behalf of any third party.

2. HOW TO ENTER.

During the Contest Period, create an original photo or video of yourself showing how are the "Ultimate Cap'n Crunch Fan". Upload your Entry, along with all other required information, at www.CapnsQuarters.com. Your Entry must comply with all "Entry Criteria" and "Consumer Created Content Requirements" described below. All entries must be received by 11:59:59 p.m. EST on August 1, 2021.

You may submit no more than one (1) Entry per day during the Contest Period. However, each Entry you submit must be different from others you have submitted or it will be disqualified.

Entrant acknowledges and agrees that professional photographs or videos (i.e., photographs/videos taken by a photographer/videographer who was paid to take such photographs/ videos) are not eligible. Entrant must be the the only person photographed in the submitted photo/video.

Entry Criteria - Format of the Entry Photo or Video

- Entries must be original, unpublished, and not copyrighted by any third party;
- The Entry may be color or black and white;
- Entry may be embellished with Entrant's original artwork;
- Entries must be .jpeg, .tiff, .pdf, .gif, .mp4, .mov, or .wmv format, no longer than 2 minutes in length (for videos) and no more than 10MB in size for photos and 200MB for videos;
- Entries need not include a product but must integrate the brand whether visually (such as an image of the Cap'n), written (such as a poem about the brand or Cap'n) or audio (such as a song about the brand or Cap'n);
- The Sponsor reserves the right to reject any Entry that it defines as unacceptable;
- Entry submitted for the Contest shall not have any copyright restrictions and any issue that arises with regard to the Entry's copyright will be the sole responsibility of the Entrant.
- Entrant must create or use an existing iHeartRadio account to submit entry. Entrants can easily create one for free with their email address.

CONSUMER CREATED CONTENT REQUIREMENTS.

As used herein, "Content" includes and refers to all information, content, and material submitted by you in connection with the Contest (including, but not limited to your Entry).

By submitting your Content, you warrant and represent that such Content: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) has not been copied from other third-party works, (e) does not infringe upon the rights of any person or entity (including such individual's and/or entity's copyrights, trademarks rights, rights of privacy or publicity or any other intellectual property), (f) that you have obtained permission from a person whose name or likeness is used in the Content, and (g) and that publication of the Content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Released Parties (as defined in Rule 8, below,) from any claims to the contrary. Any entrant whose Content includes names or likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Content, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as the winner. The Content submitted must be 100% owned and controlled by the entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. The Sponsor reserves the right to remove or void any Content that it deems to be in violation of these Official Rules, in its sole and absolute discretion.

By submitting Content you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Sponsor or Contest Entities under any fiduciary or other obligation, that the Sponsor is free to use and otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, the Sponsor and the Contest Entities do not waive any rights to use similar or related ideas previously known to Sponsor or Contest Entities, or developed by their employees, or obtained from sources other than you.

CONTENT MAY BE POSTED ON SPONSOR'S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. In consideration for your participation in this Contest and for the opportunity to win the prize hereunder, you hereby grant the Sponsor, the Contest Entities, and other entities authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, edit, publish, reproduce, display, perform, adapt, modify, distribute, publicly perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the entrant.

All Content submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must comply with these Official Rules and any Terms of Service on the Sponsor website;
- The Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language;
- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about the Sponsor, the Station, any of their respective products and/or services, or about any other people, products or companies;
- Content cannot infringe on or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses or street addresses, other than entrant's;
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant, except copyrighted materials owned by Sponsor, is grounds for disqualification from the Contest. Therefore, do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Sponsor and Contest Entities);
- Content shall not include any background artwork, unless it is an original work of the entrant (any artwork, murals, etc. that can be seen in the Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein);

- The Content cannot be abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Content cannot depict, and cannot itself, be in violation of any law; and
- The Content must be socially acceptable and in good taste, as determined by the Sponsor in the Sponsor's sole discretion.

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF THE SPONSOR. The Sponsor reserves the right to reject any Content, in its sole discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by the Sponsor and/or Station for airing advertising. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WAS NOT EDITED BY SPONSOR AND IS THE VIEW/OPINION OF THE INDIVIDUAL ENTRANT AND DOES NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. If you think that any Content infringes your intellectual property rights, click here if you wish to report it, contact us by mail at DMCA Designated Agent, c/o Legal Department, iHeartMedia, Inc., 20880 Stone Oak Parkway, San Antonio, Texas 78258," by fax at (210) 832-3149, or by email at dmca@iHeartMedia.com and include the information required at [iHeartMedia's Terms of Use](#).

By accepting the prize, the winner agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Content. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, garbled, mutilated, or incomplete entries, regardless of cause. Multiple Entrants are not permitted to share the same email address. Should multiple users of the same email account or mobile phone number, as applicable, enter the Contest and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said email account or mobile phone account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned an email address or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning email addresses, phone numbers or the domain associated with the submitted email address. Proof of submission of an Entry shall not be deemed proof of submission or receipt by the Sponsor. The Sponsor's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the stated limit are received. All Entries become the property of Sponsor and will not be acknowledged or returned.

3. WINNER SELECTION AND NOTIFICATION.

A panel of qualified judges will evaluate and score each Entry based on the following criteria: Creativity (34%); Content Quality (33%); and Ability to Integrate Brand (33%).

The judging will take place on or about August 3, 2021 in New York, NY and Chicago, IL. The Entry that receives the highest score from the judges based on the above criteria will be declared the potential prize winner (subject to verification of eligibility and compliance with these Official Rules). In the event of a tie, the Entry that received the highest score in Creativity will be the potential winner. **The decisions of the judges are final.**

Notification of Winner/Verification of Eligibility. Potential winner will be notified on or about August 3, 2021. Potential winner: (a) must respond to the notification within forty-eight (48) hours; (b) may be required to present a state authorized identification prior to being awarded the prize and/or sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions; and (c) may also be required to sign and return an affidavit of eligibility and any other form(s) necessary to verify eligibility and claim prize, along with any other required releases within forty-eight (48) hours (unless otherwise stated herein or at the time of notification). If the winner is unable to be notified for

any reason, the prize may be forfeited and awarded to the entrant whose Entry received the next-highest score from the judges (time permitting).

The Contest Entities are not responsible for suspended or discontinued wireless or online service or for any change of Entrant's email address, mailing address, and/or telephone number which may result in potential winner not receiving a prize notification. If (a) an attempted notification or prize is returned as undeliverable; (b) the potential winner cannot be contacted, fails to respond to the notification or does not accept the prize within the Notification Response Time; (c) the potential winner fails to provide signed affidavits or releases or any other required forms within the stated time period; (d) the potential winner fails to present a proper identification at the time of claiming a prize or fails to collect or properly claim any prize in accordance with these Official Rules; (e) the potential winner declines the prize; (f) the potential winner cannot be verified or is deemed ineligible; (g) the potential winner is disqualified for any reason; (h) the potential winner is not available to participate in any applicable Contest event(s) that participation may be required to be considered eligible; or (i) the potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion, based on the results of the judging process., as described above. If any alternate(s) similarly fails to properly claim the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize to another alternate but if it is unable to do so, the prize will be deemed unclaimed and Sponsor shall have no further liability, in connection with this Contest, to award the unclaimed prize.

4. PRIZE.

One (1) prize is available to be awarded in this Contest. The prize consists of the following: A two (2) consecutive night stay (for winner and up to three (3) guests) at the Cap'n's Quarters (a houseboat) in Boston, MA; and a \$2,000 bank gift card. Approximate Retail Value ("ARV") of prize: \$3,000. Prize stay must take place between August 9, 2021- August 17,2021 or it will be forfeited in its entirety. Prize must be accepted in its entirety exactly as described herein. No more than one (1) prize shall be awarded. The prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change upon reasonable notice to winner. Sponsor is not the supplier of the prize. The prize will only be awarded if properly claimed according to the Official Rules. The prize consists only of the items described above. **All other costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided including but not limited to air and/or ground transportation, meals and souvenirs, are the sole responsibility of winner.**

Other Conditions and restrictions may apply. THE PRIZE IS AWARDED "AS IS" AND THE SPONSOR AND THE QUAKER OATS COMPANY DO NOT MAKE (AND ARE NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR PURPOSES OF CONTEST AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE CONTEST ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.

Use of gift card is subject to the terms, conditions and policies of the issuer. The Sponsor is not responsible if the gift card is lost, stolen, destroyed or used without permission. If the gift card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor, who may substitute a prize of equal or greater value if the advertised prize becomes unavailable.

The prize winner and guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner including following all private guidance from a venue operator and other prize suppliers as well as governmental mandates intended and designed to prevent contracting and/or spreading COVID-19/Coronavirus; which may include but are not limited to maintaining social distancing, mask-wearing, testing and may also include quarantine (if mandated).

The Sponsor is not responsible for any delay, cancellation or rescheduling of any event and no substitution or compensation shall be awarded in lieu thereof. Sponsor reserves the right to not award the prize associated with that canceled event, without any payment or obligation to the winner or potential winner. Any provided tickets are subject to certain terms and conditions specified thereon. Location of stay is in Sponsor's sole. The winner and guests agree to comply with all applicable venue regulations in connection with the Contest prize. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guests) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Contest prize event or in any other objectionable behavior. If, after the prize winner has been selected and redemption has been completed, the prize is cancelled, such portions of the prize will be forfeited and the Sponsor shall have no further obligation to winner to award any other component

of the prize. Winner may be required to present a copy of a valid social security card and valid identification as a condition of participating or receiving any prize when winner will be issued an IRS Form 1099 reflecting the actual value of the prize. If actual value of the prize at the time it is awarded is less than the stated ARV, or the winner and/or if applicable, his/her guest(s)) forfeit, do not use, or are determined ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited.

COVID-19 Release and Waiver: Winner understands and agrees that travel will be dangerous due to the Coronavirus (COVID-19) epidemic/pandemic and assumes any and all risks of illness, injury or loss due to such travel. In all cases, winner releases and agrees to hold harmless Sponsor (as well as the other Released Parties) from any and all liability in conjunction therewith.

IF A GUEST OF WINNER IS DEEMED A MINOR IN HIS/HER STATE OF RESIDENCE, THE GUEST MUST BE WINNER'S CHILD OR LEGAL WARD. ALL MINORS MUST BE ACCOMPANIED AT ALL TIMES DURING PRIZE STAY BY WINNER. Guests must sign and return a liability/publicity release as a condition of accompanying winner. If a guest is a permissible minor, the winner must sign the release. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by persons providing any prize-related services or accommodations. Winner must sign a prize acceptance form, provide the information for their travel guests, a W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted) as a condition of receiving the prize. Prizewinner and guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim the prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. BY ACCEPTING PRIZE, WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

Please note that you may not win a prize in a Contest, sweepstakes or other promotion sponsored by iHEARTMEDIA INC or WHTZ more than one (1) time every fifteen (15) days.

5. TAMPERING AND DELIVERY DISCLAIMER.

The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's Entries) any person who the Sponsor determines (in its sole discretion) is or is attempting to: (a) tamper with the Sponsor's website and/or any part of the Contest; (b) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (c) annoy, abuse, threaten or harass any other Entrants, the Sponsor, or the Released Parties ; and/or (d) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the Entrant to automatically enter repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (a) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online Entrant's ability to participate in the Contest; (b) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (c) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (d) technical failures of any kind, or (f) technical or human error which may occur in the administration of the Contest or the transmission, receipt or processing of Entries.

The Sponsor further reserves the right to: (a) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method

of conducting the Contest and/or awarding the prize at any time if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or by any other causes which affect the operation of the Contest; and/or (b) stop or conclude the Contest at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Contest by Sponsor, Sponsor reserves the right to award the prize in a manner deemed fair and equitable by Sponsor.

6. PUBLICITY.

Except where prohibited, by accepting the prize, winner grants the Sponsor and Station permission to use his/her name, character, image, voice and likeness worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. The winner's name will be included in a publicly available winners list.

7. USE OF PERSONAL INFORMATION.

The Sponsor will retain an Entrant's personal data for a reasonable period of time to enable it to send that Entrant the prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of the prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy located [here](#). Entrant may have the opportunity to opt-in to receive emails from c third parties. In the event that Entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Contest, Entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.**

8. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.

By participating in the Contest, each Entrant agrees to release and waive any and all claims of liability against the Contest Entities, the Quaker Oats Company and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of the prize, (if applicable) including any travel related thereto. By accepting the prize, winner hereby agrees to release each of the Released Parties from any and all claims in connection with the Contest and the award or use of the prize. The Released Parties are not responsible or liable to any Entrant or the winner or any person claiming through such Entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

9. TAXES.

The valuation of the prize stated above is based on available information provided to the Sponsor. Winner will be issued an IRS Form 1099 for the value of the prize, and the value of the prize will be reported to the IRS as required by law. The winner is solely responsible for reporting and paying any and all federal, state, and local taxes, related to prize acceptance and use not specified herein. The winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before the prize will be awarded.

10. CONDUCT AND DECISIONS.

Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than the one (1) prize available, the prize will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Contest to the Sponsor's and/or Station's "discretion"

and/or any exercise of discretion by the Sponsor or Station shall mean in Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Contest if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an Entrant in the Contest. In the event the Contest is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable material changes to the Contest rules will be broadcast on-air and available on-line at the Station's website, when practical.

11. BINDING ARBITRATION.

Any controversy or claim arising out of or relating to the Sponsor or the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

12. MISCELLANEOUS.

Sponsor disclaims any responsibility to notify Entrants of any aspect related to the conduct of the Contest. As a condition of participating in the Contest, Entrants agree (and agree to confirm in writing) that: (a) under no circumstances will Entrant be permitted to obtain costs, judgments, or awards for, and Entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, Entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT. Winning the prize is contingent upon winner's fulfillment of all requirements set forth herein.

13. COMPLIANCE WITH LAW AND GOVERNING LAW.

All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest's Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of San Antonio.

14. **WINNER'S NAME:** For the name of the winner, send a stamped, self-addressed envelope, to Stay Aboard the Cap'n's Quarters Contest Winner, WHTZ, 32 Avenue of the Americas, FL 3, New York, NY 10013. Indicate "Winner's Name" on the outside of the envelope. Requests must be received by September 3, 2021, and will be honored after winner's confirmation is complete.