

RULES AND REGULATIONS

1. **NO DONATION OR CONTRIBUTION IS NECESSARY TO ENTER OR WIN.** The WUSF Add a Little Sparkle to Your Day Drawing (the "**Promotion**") is sponsored by University of South Florida Foundation, Inc., a Section 501(c)(3) tax-exempt organization and direct-support organization of the University of South Florida with a principal place of business at 4202 E. Fowler Ave., ALC100, Tampa, Florida 33620 for WUSF 89.7 ("**WUSF Public Media**"), whose mission is to support public radio broadcasting along Florida's Gulf Coast. Promotion is offered only in the Florida counties of Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands, Hillsborough, Manatee, Pasco, Pinellas, Polk, Sarasota, and Sumter (the "**Promotion Area**"). Void outside the Promotion Area and where prohibited.

Intro

2. Promotion starts on April 18, 2024 at 12:01 AM Eastern Time ("**ET**"). Entry deadline is April 27, 2024 at 7:00 PM ET. Drawing to determine potential winner(s) will be held on May 10, 2024. WUSF Public Media's computer is the official time-keeping device for this Promotion.
3. Promotion is subject to all federal, state and/or local laws. WUSF Public Media shall be entitled to interpret these official rules ("**Official Rules**") as needed — including but not limited to rules regarding eligibility, entries, deadlines, winner selection and prize restrictions. By participating, you agree to these Official Rules and to the decisions of WUSF Public Media, which are final and binding in all respects.

Eligibility

4. You must be eighteen (18) years old or older and a legal resident of the [Promotion Area \(above\)](#) for at least three (3) months of the year to be eligible to participate in this Promotion.
5. Employees, associates, officers, directors, volunteers and agents of WUSF Public Media or any other entity directly involved in the development or administration of the Promotion, and the members of their immediate families (defined as spouse, parents, siblings, children, grandparents, grandchildren, and their respective spouses) and households are not eligible to enter or win. "**Household members**" shall mean people who share the same residence at least three (3) months a year, whether related or not.
6. Promotion is not open to groups, clubs or organizations. Groups, clubs and organizations are prohibited from reproducing or distributing Promotion materials to their members without WUSF Public Media's prior express consent.

Prize(s) & Odds

7. Prize(s) (1): \$1,000.00 gift card or store credit redeemable at David Reynolds Jewelry & Coin. 4009 Central Ave., St. Petersburg, FL 33713. Approximate Retail Value ("**ARV**"): \$1,000.00.
8. The odds of winning depend on the number of entries received.

General Prize Restrictions

9. All prize details shall be at WUSF Public Media's sole discretion. Prize(s) offered are provided "as is" with no warranty or guarantee either express or implied by Released Parties (below). Merchandise prize(s) or prize components (if any) carry no warranty other than that offered by manufacturers. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize(s), including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.
10. The right to receive any prize is personal to the winner and is not transferable. Any portion of any prize not accepted by any winner is forfeited and no cash or substitute will be offered or permitted. Prize(s) may not be substituted except that WUSF Public Media in its discretion may substitute prize(s), or portion thereof, with prize(s) or portion of equal or greater value if it deems necessary. Any such changes will be announced.
11. Winner(s) assumes sole responsibility for all expenses and incidental costs associated with prize(s) not expressly included in the prize description(s) above, including without limitation, all federal, state and/or local taxes, including sales, use and income taxes (if any), all transportation, travel and/or lodging, food, beverages, snacks, tips, gratuities, parking, concessions, souvenirs, merchandise, upgrades, extras, COVID tests, personal items, surcharges, fees and/or other items.

Specific Prize Restrictions

12. The following restrictions **only** apply to the extent that any prize offered includes any of the prize element(s) below.
13. **EVENT TICKETS**. NO LODGING OR TRANSPORTATION OF ANY KIND, INCLUDING TO/FROM ANY EVENT, IS INCLUDED IN ANY PRIZE UNLESS EXPRESSLY STATED AS PART OF THE PRIZE DESCRIPTION ABOVE AND WINNER(S) ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR SCHEDULING AND PAYING FOR ANY SUCH TRANSPORTATION AND LODGING ARRANGEMENTS.
14. Exact seating or viewing locations (if any) will be determined by facility/or WUSF Public Media. Event date(s) and time(s) are determined in the discretion of facility, the relevant performers or artists and may be subject to change. Guest(s) of winner(s) must be eighteen (18) years old or older and may be required (or a parent or guardian may be required, if a minor), to sign a liability waiver and/or (where legal) publicity release prior to receipt of Event tickets or passes. Winner(s) and guest(s) agree to submit to any temperature and other screenings required by facility as a condition of admission to the Event and/or participation in or attendance at any other prize-related activities. Without limiting the generality of the foregoing, winner(s) and guest(s) must comply with all other facility COVID guidelines, safety measures and/or protocols in connection with the Event, including any temporary or permanent social distancing requirements and/or mask or face covering requirements. Refusal to comply with all applicable COVID-19 requirements may result in forfeiture of the prize and no replacement or alternate prize will be provided. WUSF Public Media shall not be responsible under any circumstances whatsoever for providing any winner with any form of compensation for any prize or portion thereof forfeited due to the refusal of the winner(s) or his/her/their guest(s) to comply with all applicable COVID-19 requirements. As health authority recommendations continue to evolve, venue and other third-party pandemic procedures

are regularly updated, and winner(s) and guest(s) are solely responsible for ensuring access to the most up-to-date information.

15. In addition, winner(s) and guest(s) are responsible for observing all applicable laws, guidelines, regulations, orders and directives at the time of the Event to guard against contracting and/or transmitting the COVID-19 virus (as defined by the World Health Organization and any of the strains, variants or mutations thereof), which may include, without limitation, the observance of social distancing guidelines, frequent washing of hands and use of hand sanitizers, and the wearing of face masks, gloves, and other personal protection equipment, and other safety measures.
16. The facility reserves the right to remove or to deny entry to any person(s), including winner(s) or guest(s), who engage in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Event, or who refuses to abide by applicable regulations or policies, including COVID-19 screening requirements or protocols. Without limiting the foregoing, your use of any Event passes or attendance at any Event is subject to all facility rules, regulations, policies and restrictions. WUSF Public Media will not replace any lost, mutilated, or stolen Event tickets, passes or prize vouchers.
17. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, epidemic, pandemic (including COVID), civil disturbances, artist/performer/player/official/labor strike, work stoppage, natural disaster or any other event or occurrence outside their control (each, a “**Force Majeure Event**”) that may cause the cancellation, postponement or restricted viewing of the Event, in whole or in part. The terms and conditions of or on any Event passes awarded as part of the prize(s) will govern in the event the Event is not held or that spectators/fans are not permitted to physically attend, as applicable, due to a Force Majeure Event or any other reason.
18. **AUTOGRAPHED MERCHANDISE**. Autograph component(s) of any prize (if permitted) have no cash value. If any autograph prize component is unavailable or cannot be or is not fulfilled for any reason, such winner will not be entitled to any substitution, remuneration or alternate prize. No specific player’s or artist’s autograph is guaranteed. The autographing team member(s) or artist(s), as applicable, are determined by the WUSF Public Media or performing artist/group in its sole discretion.
19. **GIFT CARDS**: Gift card or store credit components (if any) are subject to terms and conditions thereon or otherwise imposed by relevant issuers.

To Enter

20. Entries will be accepted starting on April 18, 2024 at 12:01 AM ET and ending on April 27th 2024 at 7:00 PM ET. There are four (4) ways to enter:
 - a. **Online (Donation)**: To enter by donating online, visit <https://www.wusf.org> (**Promotion Page**) and click on the “Donate Now” button or “Donate” link and complete your donation to support WUSF 89.7. Then follow the instructions to complete an official entry form with any required contact information, which may include your full name, street address, email address, daytime phone number, and age or date of birth (the “**Required Information**”);
 - b. **Telephone (Donation)**: To donate by telephone, call (877) 330-1024 and follow the operator instructions or prompts to donate and provide or key in all Required Information (above);

- c. **Sustaining Gift (Donation)**: You will receive an entry if you are a sustaining member during the Promotion Period; or
- d. **Online**: **NO CONTRIBUTION OR PAYMENT NECESSARY**. To enter without contribution or payment, visit the Promotion Page (above) and follow the instructions to complete an official entry form with all Required Information during the Promotion Period.

These are the only methods of entry. Entries will not be accepted via any other method.

- 21. Entry deadline is April 27, 2024 at 7:00 PM ET. Entries must be completed no later than the above deadline to be eligible. Proof of sending is not proof of receipt by [WUSF Public Media](#). WUSF Public Media will not accept screen shots as proof of entry.
- 22. Entrants who fail to provide any Required Information may be disqualified without further notification by WUSF Public Media. Entrants agree that [Released Parties](#) are not responsible for entries that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible or late for any reason, and all such entries are void. WUSF Public Media reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these [Official Rules](#).
- 23. IMPORTANT: MESSAGE AND/OR DATA RATES MAY APPLY TO THE USE OF MOBILE PHONES/DEVICES TO PARTICIPATE IN THE [PROMOTION](#). WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS. EACH WIRELESS CARRIER'S DATA RATE PLAN MAY VARY, AND YOU SHOULD CONTACT YOUR WIRELESS CARRIER FOR INFORMATION ON DATA RATE PLANS AND CHARGES RELATING TO YOUR PARTICIPATION IN THIS PROMOTION.
- 24. Regardless of method, limit one (1) entry per person. Additional entries received from any such person more than the stated limit thereafter will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different email addresses or mobile devices, or the submission of false contact information under multiple or different email addresses, mobile devices, identities, registrations, accounts or logins) or any other devices or artifices to enter or encourage, directly or indirectly, multiple or false entries are prohibited and suspected or detected entry method violations may void some or all entries submitted by that entrant, in WUSF Public Media's sole discretion.
- 25. Entries must include a valid daytime phone number or email address for the entrant, who remains solely responsible for notifying WUSF Public Media of changes in his/her/their contact information. Released Parties are not responsible for voice or electronic communications that are undeliverable because of any form of call blocking, inability to leave a voice message, passive or, as to email, active filtering of any kind. In the event of a dispute as to the identity or eligibility of a winner based on an email address, the entry will be deemed made by the "**Authorized Account Holder**" of the email address used for entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider, or other organization responsible for assigning email addresses for the corresponding domain. In the event of a dispute as to the identity of any entrant, the potential winner agrees to furnish requested documentation confirming his/her/their status as the Authorized Account Holder. If such a dispute cannot be resolved to WUSF Public Media's satisfaction, the affected entry will be deemed ineligible.

26. The information that you provide in connection with the Promotion may be used by WUSF Public Media in accordance with its Privacy Policy, which can be found at <https://giving.usf.edu/about/about-usf-foundation/privacy-policy> and may be updated from time to time.

Winner Selection

27. On May 10, 2024, or within a reasonable time thereafter, WUSF Public Media or its designee will randomly choose one (1) name(s) from all timely entries received. Subject to verification of eligibility, the person(s) whose name(s) are so drawn will be declared the winner(s).
28. WUSF Public Media reserves the right to award fewer than the stated number of prizes if it does not receive an adequate number of properly submitted and eligible entries.

Verification & Fulfillment

29. WUSF Public Media will contact the potential winner(s) using information provided at the time of entry. Each potential winner(s) must respond to such notification within forty-eight (48) hours, and provide his/her/their full name and complete mailing address (street addresses only; no P.O. Boxes will be accepted). The potential winner(s) may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents ("**Verification Paperwork**") to WUSF Public Media. Any requested Verification Paperwork must be received by WUSF Public Media within three (3) days after initial notification and as a condition of receiving any prize. WUSF Public Media in its sole discretion may allow for transmission of Verification Paperwork via fax or email.
30. If any potential winner (a) cannot be contacted directly by, or does not respond to, WUSF Public Media or its designee within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, or (d) is otherwise determined to be ineligible, WUSF Public Media in its discretion may disqualify that individual and an alternate winner will be selected by random drawing as soon as reasonably practicable after such disqualification. Alternate winner(s) must comply with all notification and verification requirements and deadlines set out above. WUSF Public Media will make up to two (2) attempts to verify an alternate winner for any prize, subject to applicable time constraints for prize(s), if any. If WUSF Public Media is unable to verify an alternate winner for such prize after two (2) attempts, or there is not enough time to verify a winner for any time-sensitive or ticketed prize, if applicable, no further attempts will be made for such prize and the prize will not be awarded.
31. Verified winner(s) will receive instructions from WUSF Public Media or its designee on claiming or receiving up his/her/their prize(s). Upon fulfilling any prize, WUSF Public Media will be deemed to have awarded such prize to the winner and such winner assumes full responsibility for the prize. If the prize is mailed or shipped, the winner shall assume all risk of loss, damage, theft, late or missed delivery.
32. WUSF Public Media, in its sole discretion, may post the name(s) of the verified winner(s) on the [Promotion Page](#) and/or any of its websites, including but not limited to, WUSF Public Media's websites at <https://www.wusf.org> and/or <https://www.wsmr.org>, and on or in any of its social media pages or channels.

33. Except as provided in these [Official Rules](#) or otherwise required by law, WUSF Public Media is not responsible for entering any correspondence or discussion regarding any [Promotion](#) results.

Publicity Release

34. By accepting a prize, each winner agrees to award WUSF Public Media the right to publicize his/her/their name, photographs (including the use and appearance of his/her/their photograph on its websites), likeness, biographical information, email address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

Event Attendees' Assumption of Risk

35. As noted above, winner(s) of any Event tickets or passes and his/her/their guest(s) must comply with all applicable laws, guidelines, regulations, orders and directives at the time of the Event to guard against contracting and/or transmitting the COVID-19 virus (as defined by the World Health Organization and any of the strains, variants or mutations thereof) as well as submit to other screenings, including COVID-19 tests and/or submission of proof of COVID-19 vaccination, required by Yuengling as a condition of admission to the Event, respectively applicable. An inherent risk of exposure to the novel coronavirus/COVID-19 exists in any public place where people are present. COVID-19 is a highly contagious disease that may result in personal injury, severe illness, and death. According to the Centers for Disease Control and Prevention, senior citizens and persons with underlying medical conditions are especially vulnerable. Please visit the CDC's website for its current guidance on people at increased risk for severe illness and other people who should take extra precautions. By attending the Event, you voluntarily assume all risks related to exposure to COVID-19. Please help keep each other safe. Released Parties cannot guarantee that winner(s) or guest(s) will **not** be exposed to and/or contract COVID-19 or other contagious diseases. Winner(s) and guest(s) agree that (a) all who attend any Event and/or Event-related activity do so at their own risk, that (b) winner(s) and guest(s) accept the risk of being exposed to, contracting, and/or spreading COVID-19 or other contagious diseases along with all related consequences, and that (c) winner(s) and guest(s) waive all right to bring any claims, including but not limited to claims of negligence, and agree to execute documents to that effect.
36. Without limiting the generality of the foregoing, and notwithstanding the risks associated with COVID-19, such winner(s) and guest(s) acknowledge and fully assume the risk of any illness, disease, personal injury, death, bodily harm, emotional distress and/or psychological harm that the winner(s) or guest(s) may suffer or incur as a direct or indirect result of accepting a prize or participating in any prize-related activity, including without limitation, contracting COVID-19.

Limitation of Liability

37. By entering, accepting a prize and/or otherwise participating in the Promotion, you agree that [WUSF Public Media](#), the USF Foundation Inc., the USF Board of Trustees, the Florida Board of Governors, the State of Florida, Meta f/k/a Facebook, Inc. ("**Meta**"), any other company involved in any way with the Promotion, their respective parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, prize suppliers, franchisees, and all of their respective officers, directors, agents, employees and related persons (collectively, the "**Released Parties**") (a) are not

responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited to: failed, incomplete, misdirected, corrupted, garbled or delayed transmissions, telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail; or other errors of any kind, whether human, mechanical, or electronic; or entries that for any reason are not properly submitted or received by WUSF Public Media by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the selection or announcement of the winner(s) or prize(s), or otherwise in any Promotion-related materials; (c) are not responsible for any injury or damage to any computer, tablet, smartphone, modem or other device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select winner(s) because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of the winner(s), the prize(s) or otherwise in any Promotion-related materials; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the prize(s).

38. BY PARTICIPATING IN THE PROMOTION, YOU AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ALL ALLEGED, EXISTING, OR FUTURE ACTIONS, CLAIMS, AND/OR LIABILITIES OF WHATEVER NATURE THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COVID-19 (AS DEFINED BY THE WORLD HEALTH ORGANIZATION AND ANY OF THE STRAINS, VARIANTS OR MUTATIONS THEREOF) OR OTHER COMMUNICABLE AND/OR INFECTIOUS DISEASES, VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSES THEREOF (COLLECTIVELY, "**COMMUNICABLE DISEASE**") RELATED TO YOUR PARTICIPATION IN THE PROMOTION, ACCEPTANCE OF A PRIZE AND/OR DURING YOUR PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (A) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES AND/OR (B) THE INHERENT RISKS ASSOCIATED WITH VISITING ANY VENUE, DURING ANY COMMUNICABLE DISEASE EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC.
39. BY ENTERING THE PROMOTION, ACCEPTING A PRIZE AND/OR OTHERWISE PARTICIPATING IN THE PROMOTION, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED

INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS DESCRIBED ABOVE.

40. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

Miscellaneous

41. [WUSF Public Media](#) reserves the right to cancel, suspend or terminate this [Promotion](#), or any part thereof, if WUSF Public Media determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond WUSF Public Media's control. In such an event, WUSF Public Media will post notice of same at the [Promotion Page](#) and select the winner(s) at random from all non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as WUSF Public Media, in its sole discretion, deems fair and appropriate under the circumstances.
42. Note: Without limiting the generality of the foregoing, WUSF Public Media reserves the right, in its sole and absolute discretion, to terminate or suspend all or part of this Promotion in the event that (a) its ability to award the prize(s) or any portion thereof is restricted or prohibited by any federal, state and/or local governing or regulatory body or agency, or by law or regulation; (b) any prize activity is cancelled, postponed, or suspended by any third party as a result of any decision, decree or recommendation of any federal, state and/or local governing or regulatory body or agency, including any public health authorities; (c) that any public health authority discourages or recommends against such attendance at or participation in any prize activity; or (d) WUSF Public Media reasonably concludes in its sole discretion that such activities cannot be offered or enjoyed in a manner that is sufficiently safe to the relevant participants, employees or affected general public; whether any of the foregoing arise out of or result from new, ongoing or re-emerging occurrence in connection with COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), restrictions, "stay at home" government orders, guidelines or advisories, health crisis, or other causes outside of WUSF Public Media's control. For the avoidance of doubt, WUSF Public Media's failure or inability to award the prize(s) offered, or otherwise to otherwise comply with any provision of these Official Rules as a result of the foregoing or of act of God, hurricane, earthquake, fire, volcanoes, war, riot, act of terrorism (domestic or otherwise), act of public enemies, actions of governmental authorities, restraints of public authority, or any similar or dissimilar occurrence or anything else beyond WUSF Public Media's control (excepting compliance with applicable codes and regulations) or other force majeure event that makes awarding any prize(s) offered in this Promotion impracticable, inadvisable, impossible or illegal or that otherwise materially affects

WUSF Public Media's ability to provide such prize(s) will not be considered a breach of these Official Rules and WUSF Public Media will have the right in its sole discretion to award a different prize, cancel or rescind the relevant prize and/or cancel the Promotion as a whole.

43. WUSF Public Media reserves the right to disqualify any individual from further participation in the Promotion if WUSF Public Media concludes, in its sole discretion, that such person (a) has attempted to tamper with any entry or selection process or other any operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these [Official Rules](#), or (c) has acted towards WUSF Public Media or any other entrant or other participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including by using any prohibited device or method. Any failure by WUSF Public Media to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
44. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND WUSF PUBLIC MEDIA RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
45. All activity arising out of and relating to the [Promotion](#), including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If [WUSF Public Media](#) determines, in its sole discretion, that verification or auditing activity evidences non-compliance of any entry and/or entrant with the Official Rules, WUSF Public Media reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time. WUSF Public Media reserves the right to conduct a background check on the potential winner(s) and to disqualify any individual based on such background check if WUSF Public Media determines, in its sole discretion, that awarding a prize to any such individual might reflect negatively on WUSF Public Media. Each participant agrees to cooperate with WUSF Public Media and its representatives in connection with all verification, auditing and/or background check activities.
46. WUSF Public Media reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, WUSF Public Media reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.
47. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these [Official Rules](#) shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Trademarks

48. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion or of WUSF Public Media. [Meta](#) is not a sponsor or endorse this Promotion or WUSF Public Media. Any questions or complaints about this Promotion must be directed to [WUSF Public Media](#) and not to Meta.

Disputes

49. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or [Released Parties](#) in connection with the [Promotion](#), shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
50. By entering, accepting a prize and/or otherwise participating in the Promotion, you expressly agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules shall be brought only in the federal or state courts located in Hillsborough County, Florida, and you consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.

Winners' List/Official Rules

51. For a copy of the Official Rules or the final Winners' List, visit the [Promotion Page](#) or mail a SASE to: WUSF Add a Little Sparkle to Your Day Drawing c/o WUSF 89.7, 4202 E. Fowler Ave., ALC100, Tampa, Florida 33620, specifying either "Winners' List" or "Official Rules." Winners' List will be available after May 17, 2024.
52. Sponsor: WUSF 89.7.

Non-Profit Disclosures

53. University of South Florida Foundation, Inc. (the "**Foundation**") was formed in Florida. You may obtain financial information directly from the state agency listed below:
54. **FLORIDA:** A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE 1-800-HELP-FLA (1-800-435-7352) OR BY VISITING [HTTPS://WWW.FRESHFROMFLORIDA.COM](https://www.freshfromflorida.com). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. FLORIDA REGISTRATION # CH30505. CONTRIBUTIONS ARE DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES IN ACCORDANCE WITH APPLICABLE LAW. REGISTRATION IN A STATE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION OF UNIVERSITY OF SOUTH FLORIDA FOUNDATION, INC. BY THAT STATE.

**SEPARATE THE NEXT PAGE
(ABBREVIATED DISCLOSURES) FROM
THE OFFICIAL RULES BEFORE
PUBLISHING**

ABBREVIATED DISCLOSURES

***Note:** The following disclosures are generally the minimum required material terms for a sweepstakes promotion. However, depending on your actual creative pieces and their respective calls to action or other messaging, additional disclosures may be required for advertising law compliance. Likewise, if your materials already disclose the points below, these disclosures may be shortened accordingly.

BROADCAST OR PRINT

NO CONTRIB/DONATION NECESSARY. Entries start on 4/18/24 at 12:01 AM ET & end on 4/26/24 at 7:00 PM ET. Winner(s) sel on 5/10/24. Open only to legal the Florida counties of Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands, Hillsborough, Manatee, Pasco, Pinellas, Polk, Sarasota, and Sumter res (3+ mos/yr), 18+. Enter online at wusf.org. Limit 1 entry/person. Prize(s) (1): \$1,000.00 David Reynolds Jewelry & Coin gift card/store credit. ARV: \$1,000.00. Odds of winning dep on # of entries rec'd. Winner(s) resp for all taxes/costs not stated above. Guest(s) (if any) must be 18. Other restrs & elig lms apply. For full rules, free entry method, non-profit disclosures & Winners' List (avail 5/17/24), visit wusf.org. Sponsor: WUSF 89.7. Void where- prohibited.

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