

**Rescinded and Replaced Effective October 23, 2020**

**CHARITABLE EVENT NAME: "WALY-Warmth 2020"  
SPECIFIC CHARITABLE EVENT RULES**

**Effective Date: Monday September 28, 2020 through Sunday January 10, 2021**

**Participating Radio Station(s)/Website Address(s)/Studio Address(s)/Phone #'s:**

**WALY 103.9**

**[www.foreveraltoona.com](http://www.foreveraltoona.com)**

**One Forever Dr. Hollidaysburg, PA 16648**

**(814) 941-9800**

**Participating Non-Profit Organization:**

**WALY-Warmth**

**Attention: KC O'Day**

**C/O One Forever Dr. Hollidaysburg, PA 16648**

**Declared Value of Charitable Bequests(s): Approximately One hundred-fifty (150) to Two hundred (200) individually awarded, charitable needs based bequests consisting of new winter clothing of to be determined differing descriptions and values, which will be disclosed by the Participating Radio Station(s) for each individual bequest during a shopping trip on December 6, 2020, ("Charitable Bequest(s"))**

Forever Media, Inc. and its affiliates through their Participating Radio Station(s), in conjunction with various Participating Non-Profit Organizations, and/or sponsor(s) and/or Charitable Bequest(s) provider(s) (collectively, "Forever") is conducting a Charitable Event named as set forth above ("Charitable Event"). Forever may air Charitable Event(s) from time to time which are conducted by Forever's advertisers and other organizations that are not, sponsored or endorsed by, and/or for which, neither Forever, nor its radio stations, participate ("Non-Forever Charitable Event(s)"). For any Non-Forever Charitable Event(s) please refer to the Charitable Event rules of the Non-Forever Charitable Event Sponsor. Forever assumes no liability or responsibility in whole or in part for any Non-Forever Charitable Event(s).

1) No purchase or payment necessary. Void where prohibited or restricted by law. Charitable Bequest(s) donee recipients(s) ("Donee Recipient(s)") may only qualify for one Charitable Bequest during this Charitable Event however, a Donee Recipient(s) household as a family unit is permitted to be nominated and to qualify for the Charitable Bequest. Please refer to Section 4) below for a brief outline of the procedures regarding the determination of the Donee Recipient(s), which are subject to change, modification or termination at the sole and final discretion of the representatives of the Participating Non-Profit Organization.

2) Beginning on the above Effective Date, Forever's, Participating Radio Station(s), in conjunction with the Participating Non-Profit Organization will be awarding the above described Charitable Bequest(s). The Charitable Bequest(s) are not transferable, not available for resale and/or not redeemable for cash value. If a Donee Recipient(s) declines a Charitable Bequest(s), reasonable attempts will be made by the representative or designates of the Participating Non-Profit Organization to re-award that Charitable Bequest item(s) to another qualifying Donee Recipient(s). All decisions regarding the award, re-award, or other disposition of any Charitable Bequest(s), the qualification, prescreen and/or verification of any and all Donee Recipients(s) will at all times reside in the full and final sole discretion of the representatives of the Participating Non-Profit Organization and their representatives. **By being nominated or otherwise participating in this Charitable Event, Participant(s) hereby affirm that they have read and agree to the contest rules, including but not limited to the Forever CHARITABLE EVENT PARTICIPATION, PUBLICITY, PHOTOGRAPHIC, AUDIO, VIDEO AND RECIPIENT ACKNOWLEDGEMENT, RELEASE AND HOLD HARMLESS as posted on the Participating Radio Station(s) website.**

3) All Participant(s) who are provisionally selected for award of a Charitable Bequest, will be subject to verification and be required to execute the: 2020 WALY-Warmth (“Charitable Event”) CHARITABLE EVENT PARTICIPATION (“Charitable Event Participation”) RELEASE AND HOLD HARMLESS in the form as incorporated herein below.  
4) Below is an overview of the WALY-Warmth Program:

WALY-Warmth

This is the 31st consecutive year for WALY-Warmth, a program that buys warm winter clothing for underprivileged children in Blair County. Each December we take these children on a shopping trip for their new clothes. WALY-Warmth is a 501(c) (3) organization with trustees who oversee the use of the funds, which come entirely from donations. All donations are tax deductible. All time is donated. Over 30 years, WALY-Warmth has taken thousands of children in need shopping for new clothing, and for some of them it’s the only Christmas they’ll have. We’ve seen children show up with no coats, hats, mittens; once a tiny little girl showed up in sandals with thin summer socks with holes in the toes, on a cold December morning. Life is always difficult for underprivileged children and our help is always needed. For families that are struggling, a successful WALY-Warmth campaign means that their children will not go without the essential that might otherwise be considered a luxury. Children are the only focus of the Charitable Bequest.

In 1997, WALY-Warmth was awarded the Blair County Chamber of Commerce Committee’s Choice Award of Distinction.

To be eligible for WALY-Warmth, children must be between four (4) and fifteen (15) years of age and live in Blair County, PA, and all are screened for need by an impartial representative of “Living Well Behavioral Health,” a division of Blair County Human Services (“Agency”). Said representative sends queries to other local agencies and schools, requesting applications for the program. Other referrals (i.e., church groups) might also be accepted for consideration. The number of recipients is determined by the amount of money received in annual donations. In their sole and final discretion, the Agency impartially selects approximately between 150 to 200 individual/families/household units who are thereby verified and pre-screened. Every recipient must be accompanied by a parent/guardian and be present at our shopping trip, beginning at 8 a.m. on Sunday December 1, 2019. Each recipient will shop for and receive apparel paid for us with a maximum dollar amount to be determined. If funds permit, we also will shop for non-present pre-selected children in the “Toasty Toddler” program who are under four (4) years of age. Alternatively, at its sole discretion, Forever Media employees and volunteers may shop for the children accepted in the program, with the distribution to be determined. Items received by families in this way may be exchanged for one size up, or one size down, at the location where these clothing items were purchased.

From December 13, 2020 through January 10, 2021, corporate sponsors, businesses, and individuals at large who donated to the program are thanked on the air. Donations can be mailed or hand delivered to: WALY-Warmth, C/O One Forever Drive, Hollidaysburg, Pa. 16648.

5) Any questions or comments regarding the operation of the Charitable Event must be made in writing to Participating Non-Profit Organization Address.

6) All Charitable Event Rules are subject to change at the sole discretion of the Participating Radio Station(s) or the Participating Non-Profit Organization Forever or the Participating Non-Profit Organization retains the right to cancel, suspend and/or modify this Charitable Event for any reason at any time.

7) A copy of the official rules governing this Charitable Event as well as Forever’s General Contest Rules are available at the Participating Studio Address and on the Participating Radio Station(s) website address(s). Copies of the rules can be requested by sending a self-addressed stamped envelope to the Studio Address.

8) A copy of the Bureau of Charitable Organizations Form BCO-10 is available at the Participating Non-Profit Organization address set forth above. Copies of the rules can be requested by sending a self-addressed stamped envelope to the Participating Non-Profit Organization Address.

**The above Specific Charitable Event Rules are to be applied as appropriate, in conjunction with the General Contest Rules in effect by Forever at the Effective Date of any Specific Charitable Event and may be amended, supplemented, modified in all or part for a specific radio station or station(s) Events/Contests/Activities from time to time by Forever in its sole discretion. Forever at all times reserves the right to amend/supplement and/or modify these Specific Charitable Event Rules with modified specific rules which shall be made available by the Forever radio station(s) as appropriate and in the Forever radio station(s) sole discretion. Listeners’ and potential Charitable Event Participant(s) are urged to acquaint themselves with these Specific Charitable Event rules in advance of their participation. Where Specific Charitable Event Rules are in place for a particular event, those Specific Charitable Event Rules shall control over, where different, from the General Contest Rules.**

**Forever Media Inc. its affiliates and their Radio Station(s) do not and shall not discriminate, in any way on the basis of race or gender, respecting their employment or advertising practices.**

FOREVER OF PA, INC. ("FPI")  
WALY-Warmth ("WW")  
2020 WALY Warmth Event ("Charitable Event")  
CHARITABLE EVENT PARTICIPATION ("Charitable Event Participation")  
RELEASE AND HOLD HARMLESS

I (hereafter the "Undersigned") represent and certify that the Undersigned has been supplied with and has or will comply with all the rules and regulations of this Charitable Event Participation. The Undersigned has perpetrated no fraud or deception nor has the Undersigned performed or been asked to perform any past, current or future services in connection with this Charitable Event Participation. Further, the Undersigned represents that they are at least 18 years of age as of the date they have executed this document below or agrees to have a parent or legal guardian co-execute on their behalf.

The Undersigned also understands that this is a Charitable Event and any money or property bestowed upon the Undersigned from their Charitable Event Participation hereunder, is intended solely as a gift (hereafter "Gift").

PARTICIPATION RELEASE WAIVER AND HOLD HARMLESS

In accepting and/or participating for the Gift to be bestowed hereunder, the Undersigned acknowledges that there could be certain considerations and/or risks associated with the Charitable Event Participation and further acknowledges that it is the Undersigned's responsibility to abide by all terms and exercise any safety precautions associated with Charitable Event Participation. Therefore, for good and valuable consideration of the Gift the sufficiency of which is hereby acknowledged by the Undersigned, the undersigned and his or her heirs, agents and assigns agree to hold harmless FPI and WW, and their respective radio station(s), affiliates subsidiaries, employees, gents, owners, officers, directors and assigns from any and/all claims, liabilities, demands, attorneys fees or other unforeseen acts of any kind whatsoever, including but not limited to any restrictions or requirements of providers, of the Gift, and any other consideration, that may result from, the Undersigned's Charitable Event Participation.

PUBLICITY RELEASE WAIVER AND HOLD HARMLESS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned participant and their household members, heirs and assigns do hereby irrevocably and perpetually give FPI and WW and their respective radio station(s), affiliates, subsidiaries, employees, agents, owners, officers, directors and assigns full permission and authority to use the name and/or likeness and any other information regarding the Undersigned for advertising and promotion in connection with Charitable Event or any other FPI or WW use. The Undersigned hereby releases, discharges and holds harmless FPI and WW and their respective radio station(s), affiliates, subsidiaries, employees, agents, owners, officers, directors and assigns from any and all liability, including without limitation, claim for invasion of privacy or defamation of character, whether intentional or otherwise, in connection with such use. The Undersigned also hereby waives any right to inspect or approve the finished copy of any media, broadcast or advertising material by them in connection with this Charitable Event or any other FPI and/or WW use.

\_\_\_\_\_  
Signature of Undersigned

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Undersigned's Social Security Number

\_\_\_\_\_  
Legal address of Undersigned

(Signature of parent or Guardian if  
Undersigned is under 18 years old)

Print Name of Undersigned (or Guardian if under 18 years old)