

**Entercom Texas, LLC d/b/a KKMJ-HD3**  
**General Contest Rules**

Except to the extent set forth in the specific rules for a particular contest, these general contest rules will apply to all contests conducted by Entercom Texas, LLC d/b/a KKMJ-HD3 (the “**Station**”). To the extent that the specific rules for a particular contest differ from these general contest rules, the specific rules for that particular contest will govern and control the conduct of such contest. A copy of these general contest rules, along with any specific contest rules if/when applicable, are available (i) during regular business hours, Monday through Friday (*excluding holidays*) 8:30am to 5:00pm, at the Station’s studio location at 4301 Westbank Dr, Bldg B, 3rd Floor, Austin, TX 78746 (the “**Studio**”), and (ii) on the Station’s website at [hot959austin.com/rules](http://hot959austin.com/rules). For directions to Studio, or for questions and additional information about Station contests or prizes, call 512-327-9595, and ask to speak with someone in Promotions.

### **Who Can Enter**

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1. Individuals who are both 14 years of age or older and legal Texas residents on the entry date may enter Station contests (“**Entrant(s)**”). Only if Station allows individuals fourteen (14) years of age or older to enter contests, in the event a prize is won by any Entrant who is under 18 years of age, such Entrant’s parent or legal guardian will be deemed the winner for all purposes hereunder.
2. Notwithstanding the foregoing, the following individuals are **NOT** eligible to enter Station contests, even if such individuals meet the age and residency requirements set forth in Section 1 above:
  - a. Any employees (*i.e., full-time, part-time and/or temporary employees*) of the Station, of participating sponsor(s) (“**Sponsor(s)**”), of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each;
  - b. Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and
  - c. Any other individual legally residing in the same household (*i.e., at the same address*) of such employees, including without limitation roommates, housemates, significant others, and partners.

### **How to Enter/How to Win**

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3. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.**
4. For particular Contests governed by these general contest rules (“**Contest(s)**”), the Station will provide the following Contest-specific information as applicable: (i) when to enter the Contest and/or the deadline for entering the Contest (the “**Entry Period**”); (ii) how to enter the Contest, which may include but will not be limited to one or more of the entry methods described in Sections 5 – 10 below; (iii) the time(s), date(s), location(s) (*if applicable*), and method(s) for selecting or otherwise determining any qualifier(s), semi-finalist(s), finalist(s) (collectively hereinafter “**Qualifier(s)**”), winner(s) and/or grand prize winner(s), as applicable; and (iv) a description and approximate value of the prize(s) to be awarded (“**Contest Terms**”).
  - a. Station will provide such Contest Terms by means of on air announcement(s), website/blog post(s), text message(s), instant message(s), social media network post(s), and on-site/point-of-purchase poster(s), display(s), material(s) and/or handout(s).
  - b. Any reference to information being “announced” or “as announced” shall mean that Station has or will provide such information by any one or more of the foregoing means, as determined by Station with respect to each Contest.
  - c. **Except if specifically required by these general contest rules, by the specific rules for a particular Contest, or by the context of a certain Contest, Contest Terms may not be announced on the radio.**
  - d. Station is not responsible for the failure of any third party sponsor/location to make Contest Terms available.
5. **For Entering/Winning On Air (Listen to Win) Contests**
  - a. **For All On Air Contests:**
    - i. **WARNING: Due to delays in the online streaming of the Station’s broadcast signal, listeners to the online stream may not be able participate in, or may be disadvantaged if participating in, any Contest that requires potential Entrant(s) to listen to Station. Contest participants should not rely on streamed broadcasts.**
    - ii. **IMPORTANT: Calls to any Station phone numbers other than the announced phone number, including the Station’s main phone number, will not be accepted for the Contest. Station not responsible for calls mistakenly placed to any other number.**
      1. In the event a caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their call will be a winner.
      2. If the Station receives less than the requested number of calls (*i.e., only 9 callers when the Station is looking for the 10<sup>th</sup> caller to win*) within a reasonable period of time as determined by Station, Station reserves the right to re-conduct that Contest at a later time or cancel that winning opportunity and not award the associated prize.
  - b. **For Designated Caller Entry Contests:** To enter, listen for the Station to make an on air announcement, provide instructions, and/or play a sounder specifying when and how to be a designated caller number, the Station Contest phone number and the prize (*e.g., “be the 10<sup>th</sup> caller to 555-1212 to win a pair of tickets to the concert”; “after we play two (2) songs by X Artist in a Row, be the 10<sup>th</sup> caller to 555-1212 to win a pair of tickets to the concert”; etc...*) (the “**Cue-to-Call**”). Upon hearing the Cue-to-Call, be the designated caller to the Station’s Contest phone number to win the announced prize (*i.e., a prize, a qualifying prize, etc...*) or opportunity (*i.e., will be qualified for a chance to win a prize or grand prize, etc...*).

- c. **For Song of the Day Contests:** To enter, listen for the Station to announce a particular song or combination of songs (the “**Song(s)**”), the time(s) (*or time ranges*) and the day(s) when the playing of such Song(s) will be considered a Contest play, and the designated caller number for the chance to win when such Contest play(s) occur (*i.e., the 10<sup>th</sup> caller to the Station when the Song(s) play(s) will win*). The Station will start taking calls as soon as the designated Song starts to play, or in the event of a combination of consecutive Songs, as soon as the last song of the required combination starts to play. To be a valid Contest play: (i) the Song(s) must be played in its entirety on the Station (*i.e., not a song clip or hook or a portion of a song used in an intro, promotional announcement or advertisement*); and (ii) the Song(s) must play at the time(s) (or within the time range(s)) and on the day(s) as announced by Station. Notwithstanding the foregoing, if the announcement by Station specifies that only the first play of the Song(s) on a particular day is a Contest play, then after the Song has been played earlier that day, no other play of such Song(s) will be a valid Contest play. Only the Song as performed by the specific artist named in the announcement will qualify as a winning opportunity.
- d. **For Listen for Your Name Contests:** For a Contest that requires any one or more selected Entrant(s) to listen for their name to be announced on-air as a potential winner, (i) only the actual person who entered can win (*or was deemed to have entered in the case of certain social network Contests or Club Contests*) and must be the person who calls in (*persons having the same name will be disqualified if not the actual Entrant*), and (ii) the selected Entrant must only call the announced station phone number, which call must be received and answered by the Station within the exact period of time announced.

## 6. For Entering/Winning Online Contests

- a. **For Enter to Win Online Contests:** To enter, visit hot959austin.com (the “**Website**”) (or an alternative website for a particular Contest hereinafter referred to as a “**MicroSite**”), or the Station’s Facebook Fan Page as instructed by Station, follow the links and instructions to enter the Contest, and complete and submit the online entry form during the Entry Period as announced. The online entry form may require for the Entrant to provide certain required contact information, along with any one or more of the following additional requirements: (i) answering survey questions; (ii) correctly answering trivia questions; (iii) making predictions or guesses with respect to certain upcoming events; and/or (iv) submitting Entrant-generated Content (*for essay requirements, see Section 11(h)(i) below; for photo requirements, see Section 11(h)(ii) below; and for video requirements, see Section 11(h)(iii) below*).
  - i. Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process or, in the alternative, may be required to become a member/participate in clubs of (for example, email clubs, text clubs, and rewards programs) or to receive solicitations from Station and/or its Sponsors.
  - ii. Some online Contests may allow Entrants to obtain “extra” entries (1) by completing a survey; (2) opting-in for to become a member of a Station club or to receive solicitations from Station and/or its Sponsors; and/or (3) if Entrants “share” their entry with a friend and that friend validly enters that Contest using the link provided by the Entrant, provided that (a) the total number of “extra” entries can be capped at a maximum number of “extra” entries, as announced by Station, and (b) if that friend previously entered that Contest through a link from another Entrant, his/her attempt to enter the Contest through subsequent shared links may not constitute a “valid” entry (in which case, subsequent Entrants will not get “extra” entries for that particular friend).
- b. **For Listen for the Keyword/Code Word Online Contests:** To enter, listen to the Station for the on-air personality to announce a designated keyword/code word. Upon hearing the announcement, enter by visiting the “Contests” page on the Website, clicking the link for the specific Contest, and complete and submit the online entry form with all required information, including the announced keyword/code word.
- c. **For Twitter Contests:** To enter, log in to your existing account, or to sign up for a free account, with the social media network site Twitter, post a Tweet that includes both (1) the unique hashtag for the Contest as designated and announced by the Station and (2) the Station’s Twitter handle. **Tweets that include any hashtag other than the designated hashtag, Tweets that include a Twitter handle other than the Station’s verified Twitter handle, and/or Tweets that do not include the designated hashtag for the Contest and/or the Station’s verified Twitter handle will not be accepted for Contest entry.**
- d. **For Instagram Contests:** To enter, log in to your existing account, or to sign up for a free account, with the social media network site Instagram, (1) post an eligible photo as instructed by Station on Instagram, subject to compliance with the photo requirements in Section 11(h)(ii) below, and (2) include the unique hashtag for the Contest, as designated and announced by the Station. **Posts that include any hashtag other than the designated hashtag, and/or posts that do not include the designated hashtag for the Contest, will not be accepted for Contest entry.**

## 7. For Entering/Winning Text Contests

- a. **For All Text Contests:**
  - i. **For text message Contest entries, Entrants may receive a bounceback text from Station with confirmation of Contest entry, but Entrants will receive no “extra” offers, information, or message content. Station does not charge a fee for this service. Station assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or Contest notices from the Station. Standard message and data rates may apply, the frequency of any automated marketing message(s) individual opts in to receive are recurring and varies, text STOP to cancel, and terms are available at <http://bit.ly/15FDy2P>.**
  - ii. **Text messages sent to any SMS short codes other than Station’s SMS shortcode, text messages sent to the Station’s SMS shortcode that include any keyword other than the designated and announced keyword for a particular Contest, and/or text messages sent to the Station’s SMS shortcode without any Contest keyword will not**

**be accepted for Contest entry. Station not responsible for text messages mistakenly sent to SMS short codes other than Station's SMS shortcode.**

- b. **For Listen for the Keyword Contests:** To enter, listen to the Station for the on-air personality to announce a designated keyword, and the Station's SMS shortcode (the "**Cue-to-Text**"). Upon hearing the Cue-to-Text, enter by texting the designated keyword between a fixed set of times/date, up until a certain time, or until the Station receives the designated text (*i.e., the 100<sup>th</sup> text*) as announced on air. In the event of service interruption, message delivery failure, or if the selected Entrant found to be ineligible, the next eligible Entrant will be a winner. If the Station receives less than the requested number of text (*e.g., only 99 entries when the Station is looking for the 100<sup>th</sup> text*) within a reasonable period of time (as determined by Station), Station reserves the right to re-conduct that Contest at a later time or cancel that winning opportunity and not award the associated prize.
- c. **For Go to Designated Location to Obtain the Keyword Contests:** To enter, visit participating sponsor location(s) as announced by Station and/or listed on Website, during regular business hours only (*regular business hours for each retail location operated by each or any sponsor, may vary*), look for the Contest display to obtain the designated keyword(s) for the Contest, and text the keyword to the Station's SMS shortcode as many times as you would like prior to the conclusion of the Contest entry period. STATION HAS NO OBLIGATION, LIABILITY, OR RESPONSIBILITY WHATSOEVER IF LISTENERS WHO DO NOT VISIT PARTICIPATING SPONSOR LOCATION(S) RECEIVE THE CONTEST ENTRY KEYWORD(S) AND/OR SMS SHORTCODE FROM THIRD PARTIES SUCH AS OTHER LISTENERS, CONTEST SPONSORS, ETC... UNLESS OTHERWISE STATED FOR A PARTICULAR CONTEST, STATION WILL NOT POST CONTEST ENTRY KEYWORD(S) ON ITS WEBSITE, PROVIDE CONTEST ENTRY KEYWORD(S) ON ANY SOCIAL MEDIA PLATFORM OR BY ANY OTHER ELECTRONIC MEANS, OR REVEAL CONTEST ENTRY KEYWORD(S) OVER THE TELEPHONE ON ANY OF THE STATION TELEPHONE NUMBERS.

8. **For Entering/Winning "Secret/Stealth" Club Member-Only Contests**

- a. **For All "Secret/Stealth" Club Member-Only Contests:**
  - i. **Any such song or announcement will only be valid for participation in a contest only during the dates and times specifically identified in the applicable email or text message, as applicable, and no other days or times. In the event of the on-air announcement of a name, the person named must be the identical club member that Station selected.**
  - ii. **For any of these Contests that involve listening for one or more songs on the Station, the "Song of the Day" rules described in Section 5(d) above shall apply.**
  - iii. **Once a designated caller is received, the contest will end for that day unless the email specifically discloses that more than one contest per hour/day may be conducted.**
- b. **For "Secret/Stealth" Email Club Contests:** Individuals who opted in to receive emails from the Station may receive emails from time-to-time telling them to listen to Station during certain day/time, or ranges of days/times, for (1) a specific song by a specific artist, (2) a group of songs played in a consecutive row (whether consecutive songs by the same artist, (3) a collection of songs by one or more specific artists, (4) a specific recorded sounder (*e.g., like a bell, whistle, or other sound effect*), (5) a live or recorded announcement of a "code word" for which members are instructed to listen, or (6) their name and town to be announced on-air in an announcement (*e.g., "Hi to [Name] of [Town], thanks for listening!" or similar announcement*). The email will also provide instruction on what to do at the time the designated song(s) and/or announcement (s) is broadcast in order to win, which will be one of the following ways: (a) be the designated caller (*e.g., 10th caller*) to the phone number provided in the email, (b) be one of the first [x] callers (*e.g., the first ten callers*) to the phone number provided in the email, (c) when your name is announced call the designated contest line within [x] minutes, or (d) within a specified time frame described in the email, go to the Website, look for the specific graphic or visit the specific page (as described in the email) and then complete the online entry form with the code word and other required information as may be instructed and/or required on the form (*e.g., the exact name of a song or the day/time a song or sounder aired*). In such Contests that involve a grand prize drawing, Qualifiers will be selected as described in the email, which will also include applicable information about the grand prize drawing.
- c. **For "Secret/Stealth" Text Club Contests:** Individuals who opted in to receive text messages from the Station may receive text messages from time-to-time telling them to listen to Station during certain day/time, or ranges of days/times, for (1) a specific song by a specific artist, (2) a group of songs played in a consecutive row (whether consecutive songs by the same artist, (3) a collection of songs by one or more specific artists, (4) a specific recorded sounder (*e.g., like a bell, whistle, or other sound effect*), or (5) a live or recorded announcement of a "keyword" for which members are instructed to listen. The text message will also provide instruction on what to do at the time the designated song(s) and/or announcement (s) is broadcast in order to win, which will be one of the following ways: (a) be the designated caller (*e.g., 10th caller*) to the phone number provided in the email, (b) be one of the first [x] callers (*e.g., the first ten callers*) to the phone number provided in the email, or (c) within a specified time frame described in the text message, go to the Website, look for the specific graphic or visit the specific page (*as described in the text message*), and then complete the online entry form with the keyword and other required information as may be instructed in the text message and/or required on the form (*e.g., the exact name of a song or the day/time a song or sounder aired*). In such Contests that involve a grand prize drawing, Qualifiers will be selected as described in the email, which will also include applicable information about the grand prize drawing.

9. **For Entering/Winning App Contests**

- a. **For All App Contests:**
  - i. **The free Radio.com mobile application ("App") must be installed on Entrant's smartphone, and may be downloaded for free by visiting either the App Store or the Droid Market (depending on the particular make and model of your smartphone) on your smartphone, searching for Radio.com, and downloading the app.**

- ii. **INDIVIDUAL CARRIER, NETWORK AND/OR DATA USE CHARGES MAY APPLY.**
  - iii. **Some App Contests may require for (1) Entrant to enable notifications for the App; (2) sign up or already have a free Radio.com App account; and/or (3) have the Station selected as one of the Entrant's "favorites".**
  - iv. **Entrants acknowledge and agree the ability to participate successfully in an App Contest, including but not limited to successfully downloading the App, successfully registering for an App account, and successfully entering the Contest, may be affected by (1) the use of devices other than a smartphone (i.e., tablet or other device that runs mobile apps), and/or (2) the connection of Entrant's smartphone.**
- b. **For Keyword/Code Word Push Notification Contests:** To enter, enable notifications for the App, sign up or login to your existing free Radio.com App account, (3) have the Station selected as one of the your "favorites", upon receipt of a keyword/code word by push notification from the Station, enter by visiting the "Contests" page on the Website, clicking the link for the specific Contest, and complete and submit the online entry form with all required information, including the announced keyword/code word.
10. **For Entering/Winning On-Site /Entry Box Contests**
- a. **For All On-Site/Entry Box Contests:**
    - i. **Entries must be deposited in the official entry box by the announced deadline.**
    - ii. **Only official entry blanks that are handwritten are eligible (no mechanical reproductions will be accepted).**
    - iii. **Official contest entry blanks are only available at the location of the official entry box, while supplies last.**
  - b. **On-Site/Entry Box Enter to Win Contests:** To enter, visit the designated event and/or location as specified by Station, during the designated Entry Period, obtain an official entry form (available while supplies last), and legibly complete the entry form by hand writing all required information, which may include without limitation, your first name and last name, complete address, city, state, zip code, phone number (including area code), and email address, and age. Failure to provide all required information may result in disqualification.
11. **With respect to entering/winning certain Contests, as applicable only:**
- a. The entry process may require Entrants to login to, or to create a free account in the Station's online club (the "**Club**") by going to the Website, clicking on the link for the Club, and completing and submitting the online registration form with all required information.
    - i. Members may either be automatically entered in Contests from time to time or be required to complete a specific online entry blank for particular Contests. Limit one (1) membership account per email address and some contests may limit one (1) Contest entry per membership account, as announced.
    - ii. Members of the Club are entitled to, among other things, receive information from Station and its clients, enter Contests, participate in surveys, and enjoy many other opportunities.
    - iii. Members are required to provide truthful information when completing Club membership registration form.
    - iv. In the event of a dispute regarding the identity of a member, the owner of the registered email account will be deemed the person who submitted the membership.
    - v. If a Member cancels his/her membership during any Contest in which such Member is entered (or was automatically entered), such Member may no longer be eligible to win a prize in such Contest, at Station's sole discretion.
  - b. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by Station for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
    - i. **Limit one (1) account per email address and some contests may limit one (1) Contest entry per account, as announced.**
    - ii. Software Provider is not a sponsor of such Contests, but Entrants may be required, as part of the entry process, to agree and consent to their terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "**Software Provider Policies**").
    - iii. While agreement to the Software Provider Policies may be required in order to enter a Contest, the Software Provider Policies are not a part of these Contest rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and Contest rules, Station Contest rules will govern.
    - iv. Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any entrant's ability to enter, to win, or to be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this contest, terminate this contest without a winner, terminate this contest and select a winner early, provide alternative means of entry or any other changes to these contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station's website, if applicable.
    - v. Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.
  - c. The entry process may require Entrants to login to, or to create, a free account with a third party social media network, including without limitation Facebook, Twitter, or Instagram ("**Social Media Network(s)**").
    - i. Such Social Media Network site operators are not sponsors, endorsers, and/or administrators of Contests, and are not affiliated with the Station or its Contests in any way. Station cannot control certain factors relating to such Social Media Networks, including, without limitation, errors, cancellation of user accounts, and/or any technical malfunctions that may affect any Entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular Contest.

- ii. By entering a Contest by means of a Social Media Network, you are authorizing Station to access, utilize and/or pre-load to an entry form, applicable portions of your Social Media Network profile information. Entry information provided in Contests through social networking sites is being provided to Station, not the associated Social Media Network site operator.
  - iii. Station reserves the right, at any time and for any reason or for no reason, to disassociate any person from its Social Media Network page/following by any means then technically available to it (for example, "blocking" a Fan from liking the Station's Facebook page).
  - iv. Employees of Social Media Network and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.
- d. The entry process may require Entrants to login to, or to create, a free account in the Radio.com application, owned and operated by Station's parent company, Entercom Operations Inc. ("**App Provider**"), by accessing the App setting *menu* (i.e., *the three dots in lower right hand corner*), selecting "Sign In", and choosing to either: (i) "Sign Up with Email" and complete the online registration form by providing your first name, last name, email address, and then by creating and verifying a password for your free account; (ii) "Sign Up with Facebook" and use Facebook profile to pre-load applicable portions of the registration form (*Facebook account is not required to enter this contest*); or (iii) if you already have an App account, selecting "Sign In", and then providing your email address and password.
- i. App Provider is not a sponsor of such Contests.
  - ii. Station is not responsible for any error or technical malfunctions associated with the App Provider site that may affect any entrant's ability to enter, to win, or to be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the App Provider site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this contest, terminate this contest without a winner, terminate this contest and select a winner early, provide alternative means of entry or any other changes to these contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station's website, if applicable.
  - iii. Employees of App Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.
- e. Station may elect, but will not be obligated, to post certain information not available to the general or listening public about ongoing Contests on its website, Club member pages, or Social Media pages, and/or to communicate such information via email, SMS text message, or social media posting to a limited group of people (e.g., *Facebook fans, Twitter followers, or members of Station's email, internet or texting clubs*). Such information may include, without limitation, dates and time ranges when a Contest song or sounder may be played, lists of correct or incorrect answers received, and/or Contest reminders. In such events, no purchase will be required to obtain such information but Station may require that persons eligible to receive such extra information be members of certain Station Clubs or third party Social Network Sites. Station will not be obligated to announce that it is or how it is making such additional information available, unless required by law. While such additional information may increase the chances that a recipient will know when to listen or what the correct or incorrect answers may be (which information may not be available to non-recipients), there will be no advantage in the mode of entry by obtaining (or not obtaining) this additional information (e.g., *there will be no advantage in being the 10<sup>th</sup> caller, etc...*).
- f. Station reserves the right, but not the obligation, to post some or all entry information and/or materials on the Station's website or social networking sites, in whole or in an edited form in Station's discretion, as a "featured" entry. Having your entry posted and/or "featured" does NOT mean that the Entrant has won or is likely to win in that Contest. The decision to post or "feature" any such entries is for entertainment purposes only, and is not part of the winner selection process. Station cannot guarantee that it will be able to view all entries and/or required entry submissions (*essays, photos, videos, etc...*) submitted from a technical perspective, even if sent in the appropriate formats required. In the event that Station is not able to view any entry or entry materials submitted for any technical reason whatsoever, that entry may be disqualified (without notice to the Entrant) and Station will have no liability or obligation to such Entrant with respect to the disqualified entry.
- g. In the event of a dispute regarding the identity of an Online, Social Media, Text, or App Contest Entrant, the Entrant will be the one (1) individual who can demonstrate control over the means by which the Entry was submitted to the Station, as applicable: (i) by logging into an applicable Listener Club, Facebook, Twitter, and/or Instagram account with the correct user name and password; or (ii) by evidencing ownership of the phone and/or phone number either from which the Entrant's text entry was sent or on which the App is installed and registered to such Entrant.
- h. For any Contest that requires Entrants to submit materials such as an essay, a photograph, or a video (together with any entry form and the content included, depicted, and/or captured in such essay, photograph, or video, the "**Entry Materials**"), Entrant must be eighteen (18) years of age or older, exclusively own, or have obtained a license from the copyright holder to, the submitted Entry Materials (i.e., *Entry Materials cannot be "owned" in any way by any other person or company without obtaining his/her express consent to enter this contest and allow Station to use the photo as contemplated in the contest rules*). Entry Materials must not contain or convey any content that the Station determines, at its sole discretion, subjectively or otherwise, (i) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) to be racially, ethnically, or otherwise offensive or objectionable, (iii) to encourage unlawful behavior, (iv) to infringe upon the brand names, trademarks, trade names, logos, or any other intellectual property that may belong to a third party, or (v) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. The foregoing is not intended to require Station to disqualify Entrants who, in Station's sole discretion, appear to be innocently wearing clothing or are in areas that just happen to contain third party logos or marks. Further, Station may, but is not obligated to pixelate/cover any trademarks/servicemarks and/or copyrighted materials in Station's sole discretion. Station will not be required to make the same determination based on the

foregoing for every photo and may treat all Entry Materials, at its sole discretion, even if the problematic Entry Materials are similar. Further:

- i. For any Contest specifically requiring for Entrants to submit an essay as part of the entry process, essay should not exceed the designated number of words as indicated by the Station; provided, however, that essays submitted with more than the designated number of words will not be disqualified (except to the extent that the online entry mode limits number of words/characters), but the Station will only be obligated to read and consider up to the designated number of words. Essays need not be truthful. Station will not verify the truthfulness of the information submitted in each entry; provided, however, that failure to satisfy (*or suggestion that you fail to satisfy*) the entry eligibility requirements or other contest rules applicable to this contest can result in disqualification of the Entrant from becoming the Grand Prize Winner, in Station's sole discretion. Station reserves the right, but is under no obligation, to edit an Entrant's essay in any manner that it chooses at Station's sole discretion.
- ii. For any Contest specifically requiring for Entrants to submit a photograph as part of the entry process, the terms "Photograph", "Photo", and/or "Image" may be used interchangeably, and may include, but will not limited to the inclusion of, any image that may be produced by an analog or digital camera, an optical image scanner (or simply, "scanner"), a "screen dump," "screen capture," "screenshot," or "screengrab," and/or the digital manipulation of one or multiple photographs achieved by the use of image editing software. Photo must be uploaded in either the ".jpeg" or ".jpg" file format (*no other formats will be accepted*). ONLY THE ENTRANT MAY BE VISIBLE IN THE PHOTO. NO OTHER PERSON MAY BE DEPICTED IN SUCH PHOTO no matter how far away or obscure; provided, however, that Station reserves the right to accept Photos that have parts of other people visible that Station deems at its sole discretion is not material to the Photo and such persons are completely indistinguishable (*e.g., a leg or finger*). Further Station's decision in this matter is final and not appealable and Station is not obligated to treat every Photo identically (*e.g., Station may decide that in one photo a leg is not material, but that a leg is in another photo*). Any Photo with any other person(s) depicted in it will be ineligible and disqualified, except as otherwise permitted in this subsection.
- iii. For any Contest specifically requiring for Entrants to submit a video as part of Entry process, ONLY THE ENTRANT MAY BE CAPTURED IN THE VIDEO. NO OTHER PERSON'S IMAGE, VOICE, TALENT, AND/OR INTELLECTUAL PROPERTY (*i.e., trademark(s), and/or copyrighted photo(s), video(s), song(s), works of art, etc.*) CAN BE CAPTURED IN THE VIDEO (*no matter how far away, obscure, or otherwise*). Any video with any other person(s) or more than one person captured in it will be ineligible, and will be disqualified.
- i. For any Contest that requires Entrant to make (*or Tweet*) a Social Media Network post with a unique hashtag, and Station's handle if applicable, merely posting with the correct hashtag, and Station's handle if applicable, does not constitute a valid entry. Station reserves the right to exclude any Twitter post from Contest entry if such post or an entrant fails to comply in any manner with these and all other applicable Contest requirements and rules.
- j. For any Contest requiring that Entrants and/or Qualifiers be present at a Station event in order to continue participation in a Contest, Entrants hereby agree to strictly follow all instructions and directions given by the Station staff at the event and understand that any intentional failure to comply with the Station's instruction, process, procedures or Contest rules at the event may result in immediate disqualification in Station's sole discretion. If check-in or registration at the event is required by Station, you must check in, or in some cases be in line to check in, by a certain announced time. Eligibility to participate in the Contest event may require that at check-in each timely arrived participant complete, sign one or more liability release agreement(s), provide his/her social security number, provide evidence of a valid government issued photo identification (*i.e., driver's license, passport, or military ID*), and/or other specific requirements announced. Failure to do any of the foregoing will result in automatic disqualification. In the event that any Contest associated event or any Grand Prize Event needs to be rescheduled for any reason, such postponement will be announced on air and on the Station's website. It is the sole responsibility of each Entrant/Qualifier to check the website and/or listen on-air for cancellation and/or rescheduling information. Notwithstanding the foregoing, Station may (but is not obligated to) send a written, email or telephonic notice to Entrants/Qualifiers regarding any necessary rescheduling of any Grand Prize Event with the rescheduled date/time but in no event will Station or Sponsors have any liability or responsibility for any Entrant's/Qualifier's failure to receive the message for any reason. In no event will Station or Sponsors have any liability or responsibility for any potential Entrant's, Entrant's or Qualifier's inability to attend any event on the rescheduled date (*and no alternative opportunities will be offered*).
- k. For any Contest that involves voting, regardless of the extent to which voting determines the Qualifier(s), winner(s), and/or grand prize winner(s): (i) except as otherwise announced, voting is for entertainment purposes only and will not be the determining factor in selecting winners, but may at Station's sole discretion be taken into consideration as one of many factors considered by Station in determining the winner; (ii) Contest eligibility requirements, including without limitation age and residency requirements, are not applicable to determining whether or not a person may vote in a Contest; (iii) Station may, but will not be obligated to, post online the "in process" tally of online and/or texting votes, in intervals determined from time to time by Station for each Contest as Station sees fit, in which case(s) such posting(s) may be discontinued at any time, will not be real-time, may not be relied upon by Entrants or voters, is solely for entertainment/excitement purposes and is not binding upon Station; and (iv) in the event of text voting, Station reserves the right at any time to end text voting prior to the announced closing date for text voting, for any reason or for no reason, by providing at least twenty-four (24) hour notice on Station's website that such text voting will end early.
  - i. Use of robotic, mechanical or other forms of pre-programmed internet, texting or phone call visit, voting or entry methods is NOT prohibited.
  - ii. Notwithstanding the foregoing, Station reserves the right, at its sole discretion, to implement entry/voting processes from time to time that may frustrate or prohibit automated entry or voting (including, without limitation, CAPTCHA, requiring Club membership log ins or Contest/voting registrations, advance email address verification procedures, limiting the number of

- entries/votes/web hits accepted/counted after a maximum number within a specified period of time as established by Station, which numerical/time limits Station may decide not to disclose, and/or prohibit any further entries, votes or web traffic from a particular IP address during a particular Contest, period of time or permanently.
- iii. Before or during any Contest, Station reserves the right to install and access cookies, alone or along with other methods, to track web site traffic, entry and/or voting frequency, and/or to detect or prohibit automated methods of voting, entry or website visits.
12. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. **Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any “deal-making” with or between other Contest participants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.**
  13. **By entering a Contest, Entrants understand that Station staff may choose to comment on, mock, poke fun at, and/or mimic any Entrant’s entry and/or performance. Entrants waive any right to make any claim against Station or any Contest sponsors with respect to any comments, disparaging or otherwise, made regarding such Entrant and/or his/her entry, entry materials, performance, voice, appearance, participation and/or any other information provided or disclosed to Station during the course of a Contest. Further, Entrant acknowledges and agrees that all entries and/or entry materials become the property of the Station and will not be acknowledged or returned.**
  14. Depending upon the type of Contest, the means of entry, and the entry information provided/required, Station may contact Entrant(s), Qualifier(s), winner(s), and/or grand prize winner(s) by phone, by email, by text message, by direct message or public post on social media network, and/or in person, as applicable. Station will only be required to leave one voicemail message, send one email, send one text message, send one direct message on social media, and/or make one public posting on social media. Station reserves the right, but not the obligation, to attempt to contact any Entrant(s), Qualifier(s), winner(s), and/or grand prize winner(s) more than once, at its sole discretion, and will not be required to attempt to contact Entrant(s), Qualifier(s), winner(s), and/or grand prize winner(s) an equal number of times or in the same manner.
  15. **Station will be the sole arbiter in all matters relating to the Contest, including without limitation, Contest entries and in the interpretation of Contest rules. All decisions by Station will be final and may not be appealed. Entry into Contests constitutes agreement by Entrants to abide by these rules, as well as any other rules established by Station.**

## **Prize(s)**

16. **Prize(s) will be released to winners only. Prizes will not be mailed, unless otherwise determined by the Station, at its sole discretion.** All prizes awarded must be picked up at the Station’s Studio during normal business hours (*as described above*), unless otherwise specifically directed by Station. Prizes not claimed within thirty (30) business days of being advised by Station that the prize is available for pick-up, or in the case of a time sensitive prize within its period of usability if shorter than 30 business days, will be considered forfeited without notice to the winner, and will become property of Station. Such prize may be disposed of at the discretion of Station Management.
17. Notwithstanding anything to the contrary herein, stated on air, or published online, no potential winner of any Contest will be entitled to receive any prize until the Station has verified such potential winner’s Contest eligibility and compliance with the Contest rules and until such potential winner has completed and submitted all documents required by Station. In order to receive any prize, a Winner may be required to present a valid government issued photo ID, to provide a valid social security number, and/or to provide or complete and sign any other documents required by the Station, including without limitation, one or more liability release agreements relieving the Station, its parent and affiliates and their respective officers, directors, members, managers, employees, agents, Contest sponsors and others from any and all liability with respect to the Entrant’s participation in the Contest and the receipt and/or use of the prize. Any person who refuses to present a valid government issued photo ID, to provide a valid social security number, and/or to provide or complete and sign any other documents required by the Station by the deadline required by Station will forfeit any and all prizes. Station reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented.
18. In the event that any Entrant(s), Qualifier(s), winner(s) and/or grand prize winner(s), as applicable, is disqualified from a Contest for any reason permitted by the applicable Contest rules at any point in time (before or after a winner is determined): (i) Station and/or Sponsor(s) will in no way be obligated to notify any such individual(s) of such disqualification or forfeiture, (ii) Station will NOT be obligated to select an alternative Qualifier, winner, and/or grand prize winner, as applicable, and may instead elect to retain any associated prize(s) as its own property and/or dispose of any such prize(s) in any way it sees fit outside of, or within, the scope of the Contest.
19. Unless otherwise specified, the following terms and restrictions may apply generally to prizes awarded in Contests:
  - a. Any prize involving travel, including without limitation prizes consisting in whole or in part of overnight accommodations and/or travel by air, rail, ship, or motor coach, will be based upon availability and subject to additional terms and restrictions imposed by Station, Contest sponsors, and/or other agents participating in the Contest and/or fulfillment of the prize, including without limitation blackout

dates, peak period restrictions, expiration dates, and/or additional age restrictions imposed upon the winner and/or the winner's guest(s). These restrictions are not subject to negotiation. Winner's guests may be required to sign one or more liability release agreements before being authorized by Station or its sponsor to be allowed to participate as winner's guest on a trip. In addition, such winners and guest(s) are required to travel on the same itinerary, to which changes may not be made once booked, and are solely responsible for obtaining any international travel documents, visas or passports that may be required. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Overnight accommodations will consist only of standard double occupancy accommodations, and winner will be solely responsible for all ground transportation, for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees.

**Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses.** Air travel will consist only of round trip coach air transportation to/from a commercial airport in/near the destination city from/to a commercial airport in the greater metropolitan area in which the Station is located, and the winner will be solely responsible for all ground transportation and for the pre-payment of any applicable taxes or airport, baggage, or government fees or charges.

- b. Any prize that consists of an opportunity to meet with, participate in an activity with, interview or have similar interaction with any celebrity (*other than employees of Station*) is contingent upon the celebrity appearing for such activity/event, which is beyond the Station's control. Station is not responsible if a winner and/or his/her guests are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason, including without limitation any illness, act of god, scheduling conflict or any other reason, Station is not responsible for such portion of the prize, which has no monetary value, and no alternate prize will be awarded and the event/activity will not be rescheduled. In the event that Station elects, at its sole discretion, to attempt to reschedule any such event/activity or offer an alternative prize, Station will have no obligation whatsoever to offer any other alternate prize if such attempt to reschedule or other offer is not accepted by or utilized by winner for any reason whatsoever.
  - c. Any prize that is awarded in the form of a gift certificate or gift card, the use and/or redemption of such certificate or card may be subject to additional terms and restrictions, including without limitation expiration date, specific locations at which such certificate or card may be redeemed, may be based on availability and may include black-out periods, restrictions or excluded items (*i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer*). Gift certificates are only redeemable at the locations for which they are specified.
  - d. Any prize involving the award of cash will be fulfilled in the form of a company check payable to the verified winner only and made available six (6) to eight (8) weeks from the date upon which the winner completes and submits all documents required by Station.
  - e. Station and Sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of Station and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (*including threats*), illness or war. Additionally, Station is not responsible for any work stoppage, bankruptcy or other condition beyond Station's control that may affect Station's ability to provide any of the prizes. Station is not responsible for any expenses incurred by Contest winners as a result of such cancellations, delays or other circumstances beyond Station's control.
  - f. In all instances in which winner has the right to select specific products, the choice or products offered may be limited by the Sponsor or certain specific products or manufacturers may be excluded, and Winner will receive additional information on such restrictions and limitations after they have been awarded the prize.
20. **Except by the Station, which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value, prize(s) may not be redeemed for cash, substituted, transferred or assigned, except as may be determined by Station at its sole and absolute discretion on a case-by-case basis.** Winners are prohibited from selling any prize awarded or transferring any prize without Station's authorization, which authorization must be in writing by a Station representative and will be granted or withheld in Station's sole discretion on a case by case basis. In the event that Station discovers or suspects (*correctly or incorrectly*) that a winner is attempting to sell his/her prize from Station (*i.e., eBay, Craigslist, StubHub, or otherwise*), Station reserves the right, at its sole discretion, on a case by case basis to take any one or more of the following actions: (a) immediately disqualify the winner and deem any prize they were otherwise entitled to as forfeited; (b) refuse to award the prize to such winner, even if he/she represents that they will not resell or transfer the prize; and/or (c) prohibit the violating winner from participating and/or winning any future Contests, whether for a fixed period of time or in perpetuity, in Station's sole discretion, and if such winner ever wins a future Contest during the period that he/she is banned, he/she will be disqualified from the Contest and forfeit any prize once it has come to Station's attention. Further, Station reserves the right to track and/or cancel and invalidate any prize awarded that Station suspects was sold or transferred without authorization.
21. Winners are responsible for paying all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the Contest rules, and may be issued an IRS Form-1099 for all prizes won from Station in any calendar year where the aggregate value of all such prizes is \$600 or more.

### **Other Rules that May Apply to Station Contests**

22. Contests are subject to all applicable laws and regulations, and are void where prohibited. Odds of winning depend upon the how the Contest is conducted. For random drawings, the odds of winning will depend upon the number of entries received. For contests in which winners are qualified for a random drawing to determine the grand prize winner, odds will depend on the total number of Qualifiers. For contests of skill that do not involve any element of chance, odds of winning are not applicable. All tie breaking procedures will be published on the Station's website and/or communicated by email to tied contest Entrants.



23. Station may or may not respond to inquiries by Entrants or potential Entrants regarding the status of their entry and/or to questions about a Contest, regardless of the means by which such inquiry is made, and Station is not obligated to respond to, or to treat, all such inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact a Stations' desire or ability to respond to such inquiries from time to time. Notwithstanding anything that may be communicated by any Station employee in connection with any such inquiry, the sole determining source for information related to a particular Contest will be the rules for such particular Contest, and any information communicated by Station employee(s) will neither be binding on the Station nor be deemed to be providing any type of improper assistance or advantage to any particular Entrant over another. Any attempt by Station to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.
24. Participation in a Contest and/or acceptance of prize(s) constitutes consent by Entrant and/or winner's (*and by winner's guest(s) if applicable*) for the Station or its agents (i) to interview the Entrant and/or winner(s) (*and winner's guest(s), if applicable*), (ii) to photograph, film, and record (*audio and/or video*) Entrant and/or winner(s) (*and winner's guest(s), if applicable*), and (iii) to use in commerce and in any medium now or hereafter known throughout the world in perpetuity and without payment of any compensation or additional consideration: his/her name, hometown (city and state), biographic information, likeness, photograph, audio or video recording, Entry Materials, prize information (*if any*), and/or any statements made by him/her regarding the Station, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law.
25. **Participation in a Contest and/or acceptance of prize(s) constitutes agreement by Entrant and/or winner (*and by winner's guest(s) if applicable*) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Sponsors, agents and all others connected with them and the promotion, Contest, and/or event (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, Contest, and/or event and the receipt and use of any prize(s) awarded (*if any*) through such promotion, Contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, Contest, and/or event. In the event that the associated Contest is administered by Station (*in whole or in part*) via a Facebook page, Entrants understand and agree that the foregoing liability release and indemnification in this Section 25 will also include the release and indemnification of Facebook by Entrant in the same manner in which Station is released and indemnified.**
26. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of a Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (*and winner's guest(s) if applicable*) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
27. If for any reason a Contest cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that may corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, and/or modify the Contest without prior notice. If the Contest is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
28. Except if inconsistent with these general contest rules or the specific rules for any one particular contest, any reference to the Station's privacy policy in Contest Materials or advertisements will be deemed to refer to the Station's privacy policy (*if any*) available from a link at the bottom of the Station's Website ("**Station Privacy Policy**"), unless a different privacy policy is specifically identified, in which case, any such third party privacy policy will NOT be applicable to or part of these Contest rules. Station may use cookies and/or collect IP addresses for the purpose of implementing or exercising its rights or obligations under the Contest rules, for information purposes, identifying your location, including without limitation for the purpose of redirecting you to the appropriate geographic website, if applicable, or for any other lawful purpose in accordance with the Station Privacy Policy. Information collected by Station in connection with entering, voting or otherwise participating in any Contest may be shared with sponsors of particular Contests, and otherwise used in accordance with the Station Privacy Policy.
29. Winner List(s): For a list of winners for a particular Contest, mail a self-addressed stamped envelope to the Station's studio address (*see page one of these rules*) identifying the name of the particular Contest for which you would like to receive a winner's list. All requests for winner lists must be mailed and received by the Station after the Contest is over but prior to three (3) months after the Contest has been concluded.