

Contest Rules

These contest rules are specific to the above contest conducted by Entercom Texas, LLC d/b/a KKMJ (collectively, the “Station”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this contest as well. A copy of these specific contest rules and the Station’s general contest rules are available at the Station’s studio at 4301 Westlake Dr. Building B, Floor 3 Austin, Texas 78746 during regular business hours and on the Station’s website at www.majic.com/rules. **To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

How to Enter

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST
2. To enter, from Monday, August 12th, 2019 at 12:00am (CT) through 12:00pm on Friday, September 6th, 2019, parents or legal guardians who are over 18 years of age may go to www.majic.com, click on the First Day of School Photo link and complete the on-line entry form with:
 - (a) their contact information (name, address, daytime telephone number, email address)
 - (b) the first name of their child,
 - (c) upload a color photograph of your child who is under the age of eighteen (18) at time of entry. The uploaded photos must be in one of the following photo formats: .jpeg, “.jpg”., and
 - (d) as a condition of entry, the entrant must affirmatively check a box or an “I agree” button expressly confirming the following:
 - Entrant represents and warrants that he/she is over 18 years of age.
 - Entrant represents and warrants that he/she own the rights to, or have obtained permission to use, the photo submitted with the entry.
 - Entrant represents and warrants that there is only one person visible in the attached video and that person is a child who the entrant is the parent or legal guardian of.
 - Entrant represents and warrants that he/she authorizes Station to post the photo on Station’s website or social network sites or use the photo in any other way Station sees fit.
 - Entrant agrees and acknowledges that Station and contest sponsors and their respective affiliates, parents, employees, agents and all other related sponsors may use for advertising and/or promotional purposes, entrant’s name, image, photo submission, other entry materials and/or biographical information on radio, TV broadcasts, newspaper advertisements, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation.
 - Entrant understands and agrees that Station shall be the sole and exclusive owner of the photo submitted, whether or not the photo is selected as a winner, and entrant agrees to sign any documents requested by Station to evidence such transfer of ownership.
 - By submitting a photo in a Station contest, entrant agrees to indemnify Station should any representations and warranties made by entrant herein or in the applicable contest rules prove to be false or inaccurate.
 - Entrant acknowledges and agrees that the contest rules are available to him/her at www.majic.com, has had an opportunity to review them before entering this contest and agrees to be legally bound by those contest rules.
3. **Only the entrant who is eighteen (18) years of age or older and who is the parent/legal guardian of the child depicted in the photo may enter this contest.** No other person’s image can be depicted



in the photo (no matter how far away or obscure). **Any photo with any person other than the one child or more than one person/child depicted in it will be ineligible and will be disqualified.**

4. Photograph entries must not contain any indecency, profanity or obscenity as determined by Station in its sole discretion. Photograph entries must not contain or depict any registered trade/service mark or other copyrighted material other than those owned or licensed by the entrants or the Station or a Contest Sponsor. BY ENTERING THIS CONTEST AND SUBMITTING PHOTOGRAPH, THE ENTRANT IS REPRESENTING TO STATION THAT THE USE AND DISTRIBUTION OF SUCH PHOTOGRAPH WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS. By submitting a picture, Entrants agree to indemnify Station should any representations and warranties in these contest rules prove to be false or inaccurate.
5. **By entering this contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. 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's entry.**

How to Win

6. Starting on or about August, 19th, 2019 through approximately 12:00pm, Monday, September 9th 2019 some or all of the photo entries received by Station will be posted on-line at www.majic.com so that listeners and visitors may vote for their favorite entry. **LISTENER VOTING IS FOR ENTERTAINMENT PURPOSES ONLY AND WILL NOT BE A DETERMINING FACTOR IN SELECTING WINNERS. LISTENER VOTES MAY BE TAKEN INTO CONSIDERATION, BUT WILL NOT BE A SIGNIFICANT DETERMINING FACTOR AS TO WHICH ENTRANT WILL BE CONTEST WINNER.**
7. On or about 12:00pm (CT) on Monday, September 9th, 2019, Station staff and/or management will select one (1) winner (subject to eligibility verification and compliance with these contest rules) as the photograph that Station judges deem the best based on any lawful criteria as determined by the Station in its sole discretion.

Prize(s)

8. One (1) prize will be awarded in this Contest. The verified winner in this contest will receive:

A \$250 and a year's worth of free haircuts at Supercuts, fulfilled as twelve (12) Supercuts Gift Cards each good for a free haircut. Valued at approximately \$18.95 each and a \$250 Visa gift card. Terms and conditions: Supercuts gift cards expire 12/31/2020. Only valid at Austin Area Supercuts, only applies to adult, senior and children's haircuts, non-exchangeable for other services/products. Limit 1 per visit; multiple free haircuts cannot be redeemed on same day. Free haircut can be redeemed by anyone presenting the card (i.e. contest winner can share with friends/family) cannot be redeemed for cash or replaced if lost, stolen or damaged. Total valued of: \$577.40. Provided by Supercuts and Entercom, Texas LLC

Sponsor(s)

9. The sponsors of this contest are: Entercom Texas, LLC, and Supercuts

Other Rules Specific to This Contest

10. In order to receive Qualifying or Grand Prize, the Qualifying or Grand Prize Winner will be required to produce documentation (including but not limited to a birth certificate or court order appointing a legal guardian) establishing that (i) they are the parent or legal guardian of the student depicted in the



selected photo; and (ii) the depicted Eligible Student meets the Age Requirement. Grand Prize Winner must present the required documentation in person at Station's studios at 4301 Westbank Drive Escalade B 3rd Floor, Austin TX 78746 when picking up Grand Prize.

11. The only person entitled to win any prize in this contest is the winning entrant. Children depicted in any photo submitted are not entitled to any prize awarded.

12. Station is conducting this contest using proprietary software owned by a third party known as Second Street Media Inc. ("UPICKEM"). UPICKEM is not a sponsor of this contest but entrants may be required, as part of the entry process, to agree and consent to UPICKEM's Terms of Service and Privacy Policy (both of which are available via a link during the contest entry process) (collectively, the "UPICKEM Policies") and may be required to register with UPICKEM. While agreement to the UPICKEM Policies is required in order to enter this contest, the UPICKEM Policies are not a part of these contest rules but are a separate agreement between the entrant and UPICKEM. With respect to the conduct of this contest by Station, in the event of any conflict between the UPICKEM Policies and the Station contest rules, the Station's contest rules govern.

13. Station is not responsible for any error or technical malfunctions associated with the UPICKEM site that may affect any entrant's ability to enter, win, or be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the UPICKEM 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.

14. Employees of UPICKEM 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.

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