

**URBAN ONE, INC.**  
**OFFICIAL RADIO ONE GENERAL PROMOTION RULES**

These Official Urban One General Promotion Rules govern any contest, sweepstakes, or giveaway (each, a “Promotion”) conducted by Urban One, Inc., any of the radio stations it owns and operates or any radio stations doing business under the “Radio One” brand or another brand (each, a “Station”), and any of their parents, subsidiaries, and affiliates (collectively, the “Company”).

While most Promotions will be conducted substantially as described in these General Promotion Rules, some Promotions will have specific rules (“Specific Rules”) developed to be read in conjunction with these General Promotion Rules. In the event there is a discrepancy or inconsistency between these General Promotion Rules and the Specific Rules, the Specific Rules shall control. These General Promotion Rules, along with any Specific Rules that the Station may apply to a Promotion shall be collectively referred to as the “Official Rules”. Any participant that enters any Promotion (“Participant”) agrees to be bound by the terms and conditions provided in the Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE A PARTICIPANT’S CHANCES OF WINNING. PROMOTIONS ARE VOID WHERE PROHIBITED. PROMOTIONS ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

**PROMOTION DESCRIPTION:**

When a Station conducts a Promotion, the name and description of the Promotion will be given on-air by the Station and/or posted online at the Station’s website. The Promotion description will include the following information:

- the start and end dates of the Promotion (“Promotion Period”);
- the start and end dates for entering the Promotion (the “Entry Period”);
- the number of winner(s) (each, a “Winner”);
- whether the Promotion requires the Participant to submit user generated content (“UGC”),
- the method that will be employed to evaluate the UGC to determine the Winner, such as judging from the Station, judging from a third-party person or panel or people, or online voting from the general public, or other such method that the Station may announce and employ;
- whether the Promotion requires the Participant to respond, participate in, or otherwise complete a test of skill (“Skill Response”);
- the prize to be awarded (the “Prize”) and whether the Prize involves attending an event, including but not limited to a concert, party, or movie screening (“Event”), and the location of such Event, including but not limited to a theater, restaurant, nightclub, or arena (“Venue”);
- the approximate retail value of the Prize (“ARV”);
- the name of the third-party Prize provider (“Prize Provider”), if any;
- the method of entry, whether it be calling into the Station, submitting online, sending a text, making a social media post, attending an event, or other such method that the Station may announce and employ (each, an “Entry Method”), with some Promotions potentially having more than one Entry Method; and,
- whether Participants will be allowed to submit more than one (1) Entry for the Promotion.

**ELIGIBILITY REQUIREMENTS:**

The Promotion is open to listeners of the Station who are:

- legal residents of the United States;
- residing within the metropolitan area of the Station; and
- 18 years of age and older as of the first day of the Promotion Period; however, some Promotions may allow younger Participants or require Participants be at least 21 years old as specified by the Station.

Notwithstanding the foregoing, the following people are NOT eligible to participate in the Promotion:

- employees of the Company or any of its parents, subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, and other radio stations in the Station Metro Area (collectively, the “Ineligible Employees”);
- parents, grandparents, spouses, siblings, children, and grandchildren of Ineligible Employees, as well as any of their respective spouses (“Immediate Family Member”);
- Anyone who shares a residence for at least three months per year, whether related or not (“Household Members”). with an Ineligible Employee; and,
- anyone who has been the winner in another promotion of any kind from the Company in the thirty (30) days immediately preceding the Promotion Period or any of their Household Members.

Participants understand and agree that Promotion names have no impact on the eligibility requirements for any Promotion and are merely for entertainment purposes only.

## **ENTRY METHODS**

To participate in a Promotion, the Participant who meets the above Eligibility Requirements shall submit an entry (“Entry”) following the instructions and using the Entry Method specified by the Station. Such Entry may include submitting information about the Participant, including but not limited to name, date of birth, physical address, phone number, email address, and/or any additional contact information as may requested (collectively, the “Data”).

Some Promotions, as part of the Entry, may require the Participant to provide a Skill Response or UGC. If so, the criteria for answering questions or judging the UGC in selecting a Winner will be provided on air and/or on the Station’s website. If there is a tie for a winning position in a Promotion, judges will reevaluate the tied Entries to determine the Winner. All terms and conditions for submitting UGC with an Entry can be found below in the “User Generate Content” Section of these Official Rules.

Some Promotions may involve nominating third parties by submitting Entries on their behalf without their knowledge (“Nominated Parties”), so they may be eligible to participate in a Promotion. Because these Entries may contain third party data without the knowledge of the third parties (“Third-Party Data”), Participants will be required to work with the Station to obtain any necessary documents, releases, liability waivers, permissions, additional information, and/or approvals (collectively, any “Releases”) from any Nominated Parties before they can be declared the Winners of any Promotions. Participants understand and agree that the Nominated Parties, not the Participants, shall receive any Prize in connection with the Promotion unless otherwise noted in the Official Rules.

All Entries must be received by 11:59 PM local time on the last day of the Entry Period, unless otherwise specified, to be eligible to win the Prize. Any Entries received after that time will be void. Odds of winning depend upon the number of eligible valid Entries received during the Entry Period.

After submitting a completed Entry, Participant will be eligible for a chance to win. Every Entry must be received by 11:59 PM local time on the last day of the Entry Period or it will be void. Unless otherwise specified by the Station, Participants may submit only one (1) Entry per Promotion, regardless of Entry Method, during the Entry Period.

**If registering online is an Entry Method, then Participant should follow these instructions:**

Participant must register online through the Station's website, as announced on the air or posted on the Station's website. To submit an Entry, Participants should follow the on-screen instructions at the Station's website to enter the Data as requested. If the Promotion requires UGC or a Skill Response, Participants will also be given an opportunity to upload those additional items. After completing the registration process with the Data and any necessary UGC or Skill Response, if applicable, the Entry will be qualified for a chance to win.

**If registering during a live broadcast is an Entry Method, then the Participant should follow these instructions:**

Participants must listen to the Station for the on-air announcement regarding which designated caller that contacts the Station will be eligible to win the Prize and whether a Skill Response will be required of the Participant. Upon revealing the designated caller number and the phone number, the Participant calling the phone number (and giving the correct Skill Response, if any) will be the Winner. By using this Entry Method, Participants consent to the Station recording any telephone conversation made to the Station for this purpose.

If the Station determines the designated caller does not satisfy the Eligibility Requirements or is otherwise not qualified to participate, Station may select the next consecutive eligible caller as the Winner for that playtime. Participants are required to listen to Station for details on specific times to play. The dates and times for such Promotions may vary and shall be determined solely by the Station. The Station may or may not choose to air all playtimes due to programming obligations and other factors.

Listeners to streamed broadcasts over the internet may experience a lag in transmissions due to buffering limitations. Participants should not rely on streamed broadcasts to participate in any real-time Promotions that require immediate action to participate. Company assumes no responsibility for Participants not being able to participate in such Promotions in a timely manner as a result of delays in the streamed broadcast or any other technical issue related to method the Participant is using to listen to the broadcast.

**If Text Messaging is an Entry Method, then the Participants should follow these instructions:**

Participants must text the keyword to the phone number or short code given by the Station, as announced on air or posted on the Station's website. Participants may then be sent a text message asking them to sign up for the Station's text club ("Text Club"). Participants must reply "Y" to complete sign up for the Text Club. Upon entry in the Text Club, Participants will be sent a text message to confirm or reject Entry into the Promotion. Participants may text STOP to stop

and/or HELP for help. Consent to receive texts is not required for Entry in the Promotion. By signing up for the Text Club, Participants agree to receive autodialed Station and third-party ads to the number provided by the Participant.

Instead of automatically entering the Participant into the Promotion and/or asking the Participant to join the Text Club, the text from the Station may direct the Participant to the Station's website, where Participants should follow the on-screen instructions, including entering any Data as requested. If the Promotion requires UGC, Participants will also be given then opportunity upload the UGC. After completing the registration process, with the UGC if required, and any Data, the Entry will be qualified for a chance to win.

Participants may receive additional autodialed text messages if the Participant becomes a finalist, qualifier, or Winner, as may be applicable for the Promotion.

**If posting to Social Media is an Entry Method, then the Participant should follow these instructions for the applicable platform(s):**

Twitter: Participants must log onto their Twitter account and create a post that includes the specified call to action. The post must include either #sweepstakes, #contest, and/or any other specified hashtags to be qualified as an Entry to win the Prize. A Twitter account is required to enter via this Entry Method and can be opened for free at [www.twitter.com](http://www.twitter.com) or by downloading the Twitter application onto a smart phone from the appropriate app store. Entries on Twitter must be posted by the end of the Entry Period to be eligible to win the Prize.

Instagram: Participants must log on to their Instagram account and create a post that includes the specified call to action. The post must include either #sweepstakes, #contest, and/or any other specified hashtags to be qualified as an Entry to win the Prize. An Instagram account is required to enter via this Entry Method and can be opened for free at [www.instagram.com](http://www.instagram.com) or by downloading the Instagram application onto a smart phone from the appropriate app store. Entries on Instagram must be posted by the end of the Entry Period to be eligible to win the Prize.

Facebook: Participants must log on to their Facebook account and create a post that includes the specified call to action. The post must include either #sweepstakes, #contest, and/or any other specified hashtags to be qualified as an Entry to win the Prize. A Facebook account is required to enter via this Entry Method and can be opened for free at [www.facebook.com](http://www.facebook.com) or by downloading the Facebook application onto a smart phone from the appropriate app store. Entries on Facebook must be posted by the end of the Entry Period to be eligible to win the Prize.

Participants may only submit one Entry using the social media Entry Method, regardless of social media platform. Making multiple social media posts across differing platforms does not increase the number of Entries or the odds of winning the Prize. Unless explicitly specified, the Promotion is in no way sponsored, endorsed, administered by, or associated with Twitter, Instagram, or Facebook.

**If registering at an in-person event is an Entry Method, then the Participant should follow these instructions:**

Participants must refer to the information announced on-air and/or posted on the Station's website regarding the date, time, location, and other details of the in-person event ("Registration Event"). At the Registration Event, Participants will be given the opportunity to submit an Entry for the Promotion. Such Registration Events may be run by the Prize Provider or some other third party

and may include submitting Data to such Prize Provider or some other third party for the purposes of administering the distribution of the Prize.

## **USER GENERATED CONTENT (“UGC”)**

UGC includes and refers to all information, video, audio, writings, images, photographs, materials, and other content submitted by the Participant in connection with an Entry for a Promotion.

By submitting UGC, the Participant agrees that the UGC disclosure is gratuitous, unsolicited, and made without restriction, will not place the Company under any fiduciary or other obligation, that Company is free to use and otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the Participant. Participants acknowledge that, by acceptance of the UGC, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than the Participant.

Participant hereby represents and warrants that the UGC complies with all Official Rules and the following requirements (“UGC Requirements”). The UGC must be:

- acceptable pursuant to the decency rules of the Federal Communications Commission,
- socially acceptable and be in good taste, as determined by the Station in Station’s sole discretion,
- the original work of the Participant unless otherwise specified by the Company,
- free and clear of any Claims (as that term is defined below) by any person whose writings, quotes, or ideas are embodied in the UGC,
- free and clear of any Claims (as that term is defined below) by any person rendering services in connection with the UGC,
- not include unsafe, illegal, or dangerous activities, violence, nudity, profanity, sexually explicit, indecent, obscene, pornographic, or suggestive materials or language,
- not be derogatory of any ethnic, racial, gender, religious, professional, or age group,
- not contain any personal identification of any third party such as names, voices, likenesses, license plate numbers, phone numbers, e-mail addresses, or street addresses, except for Third-Party Data for Nominated Parties,
- not defame, misrepresent or contain disparaging, libelous or misleading remarks, comments or material about any third party or endorse any form of hate or hate group,
- not promote or depict the use of alcohol, drugs, tobacco, or firearms or weapons,
- not promote or portray any particular political agenda or message,
- not depict any violations of any state or local laws and must not itself violate any such laws,
- not infringe on or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party,
- not contain trademarks, logos, or trade dress owned by others, or advertise or promote any brand or product of any kind,
- not contain copyrighted materials owned by others, including movies, books, television programs, photographs, sculptures, paintings, photographs, and other works of art or images, and,
- not be previously published or otherwise displayed in any media whatsoever.

All decisions regarding the appropriateness of the materials contained in the UGC shall be at the sole discretion of the Station. Station reserves the right to reject any UGC, in its sole discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by the Station.

For a Participant submitting UGC with an Entry to be declared the Winner of a Prize, the Participant must be able to provide Releases in a form satisfactory to Station from any party the Station deems necessary, in its sole discretion, so that Company may exploit the UGC to the extent allowed for under these Official Rules. Station reserves the right to void any Entry with UGC and disqualify the affiliated Participant that the Station deems in violation of these Official Rules, in its sole and absolute discretion.

## **VENUE ATTENDANCE REQUIREMENTS**

Winner and guests agree to adhere to any health and safety protocols or other attendance requirements that Venue may require for people attending an Event (collectively, the "Attendance Requirements") as part of the Prize. Such Attendance Requirements may include mask or facial covering requirements, social distancing, proof of vaccination against COVID-19 or other viruses, or proof of a negative COVID-19 test, or other requirements as may be imposed by the Venue.

Attendance Requirements are at Venue's sole discretion and subject to change without notice. Winner is responsible for informing themselves about the current status of any Attendance Requirements at the time of the Event. Winner must contact the Venue and/or consult the Venue's website for details.

Failure to adhere to any Attendance Requirements may result in the Winner or any guests of Winner being denied of entry into or removed from the Venue of. Promotion Parties are not responsible for substitute prizing if Winner or guests fail to or otherwise choose not to comply with any Attendance Requirements, resulting in not being able to use the Prize.

## **RELEASES**

The Company, the Station, the Prize Provider, any other promotional partners or participating sponsors of this Promotion, and their respective parents, subsidiaries, affiliates, directors, officers, shareholders, owners, employees, agents, representatives, successors, and assigns shall collectively be referred to as the "Promotion Parties" for the purposes of these Official Rules.

All text message Entries must have a text messaging two-way capable handset and digital service in order to enter the Promotion using this Entry Method. Participants understand and agree that Entries, regardless of Entry Method, that are submitted via cell phone may be subject to fees under the terms of the Participants' cell phone, text messaging, and/or data subscription plans. Participants should contact their carrier for pricing plans and details and Promotion Parties.

Text messaging, wireless service, and data access are not available in all areas. Promotion Parties are not responsible for the inability of any person to complete or continue an Entry via any communications method, including but not limited to a telephone call, internet registration, or text communication, due to equipment malfunction, busy lines, inadvertent disconnections, busy signal, unanswered call, communication failures, human error, lack of data services, or the unavailability of any network, server, Internet Service Provider, or other connections that may occur in the transmission, receipt, or processing of an Entry, including any injury or damage to any computer, phone, or other hardware or software arising from or relating to participation in (or an attempt to participate in) this Promotion (each, an "Incomplete Entry"). Any Entry submitted using robotic, macro, automatic, programmed or like entry methods (each, an "Ineligible Automated Entry") is automatically void and that Participant is disqualified.

Participant hereby releases, waives, and holds the Promotion Parties harmless against any and all of the following claims, causes of action, or liability, whether directly or indirectly related to, arising from, or in connection with the following (collectively, the “Claims”) regardless of whether such Claims arise from the negligent acts or omissions of the Promotion Parties:

- any Incomplete Entry, Ineligible Automated Entry, or any other incomplete or otherwise ineligible Entry,
- the eligibility or ineligibility of any person or Participant,
- the recording of the telephone conversation used as the Entry Method for the Participant,
- the acceptance, possession, forfeiture, use, and/or misuse of the Prize or any portion thereof,
- any participation in Prize-related activities, including but not limited to any related travel in connection with the use or collection of the Prize,
- any expenses related to submitting an Entry or with the use or collection of the Prize,
- being denied entry or being removed from a Venue for not complying with Attendance Requirements,
- the furnishing of Data to or use of Data by any of the Promotion Parties,
- the Exhibition Rights, as described below,
- any breach of the representations and warranties offered by Participant herein, and,
- any other causes of action that may arise from Participant’s participation in the Promotion and/or use, redemption, or enjoyment of the Prize, including any Special Activities (as defined below) or any other activities related thereto.

Participants hereby indemnify and hold harmless the Promotion Parties from any Claims arising from any Nominated Parties and/or any third parties in connection with the UGC, the Data, or the Third-Party Data. Station reserves the right to disqualify any Participants who cannot or refuse to furnish any Releases that the Station deems necessary, in its sole and absolute discretion.

Participants represent and warrant that Participants are in sound physical and mental health to participate in any activities that may arise in connection with the Promotion and/or use of the Prize, whether such activities are strenuous, dangerous, or require physical or mental endurance (collectively, the “Special Activities”).

The Company will retain the Data from each Entry for a reasonable period of time to notify the Winner, to verify if the Participant has complied with the Official Rules, and/or to comply with Station’s accounting and/or tax obligations. The Data may be passed to a Promotion Party or other third party to facilitate the awarding of the Prize. Any other use of Data by the Station will be in accordance with and subject to the Stations privacy policy that can be found on the Station’s website. Participants will be asked to opt into any other use of Data. Participants are not required to opt into third-party Data-sharing opportunities to enter the Promotion. Opting in will not improve chances of winning the Prize. If Participants opt into any available opportunities to receive information from a third party that may or may not be associated with this Promotion, Participant understands and acknowledges that the Data will be provided to such third party and may be used by the third party in accordance with that third party’s privacy policy.

The Station retains the right to disqualify any Participant if all Official Rules are not followed. Participants agree to be bound by the decisions of the Station. Participants who violate any of the Official Rules, gain an unfair advantage in participating in any Promotion, or become a Winner using fraudulent means may be disqualified. Unsportsmanlike, annoying, harassing, threatening, or other disruptive behavior is prohibited. The Station will interpret the Official Rules and resolve any disputes or ambiguities concerning the Official Rules or the Promotion. All Station decisions

concerning such disputes shall be final. The Station reserves the right to make changes to the Official Rules, which will be announced on the air or posted online and become effective upon such announcement or posting.

The Winner and all Participants grant the following “Exhibition Rights” to Promotion Parties: a worldwide, royalty-free, non-exclusive, sublicensable, unconditional license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse the Data, the UGC from the Entry, and/or Winner’s or Participant’s name, photo, likeness, voice, tweet, retweet, posts, comment, social media post, and any UGC or other materials submitted in connection with the Promotion in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation.

Winners may be required to sign Releases holding the Promotion Parties harmless against any Claims and Winners who do not agree to sign such Releases may be disqualified from receiving the Prize. Depending on the nature of the Promotion, some Participants who become finalists or move into additional qualifying rounds of the Promotion may also be required to sign Releases prior to moving forward in the Promotion to win the Prize. Participants who do not agree to sign such Releases may be disqualified from moving forward in the Promotion or from receiving the Prize.

The Winner agrees that the UGC associated with the Winner’s Entry will be deemed a “Work Made For Hire” under the Copyright laws of the United States. If the UGC cannot be so deemed, then the Winner irrevocably assigns and transfers to the Company all of Participant’s right, title, and interest in and to the UGC, including all but not limited to all copyright and trademark rights which the Winner may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Station all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that Participant may now or later have to their UGC. The Station reserves the right to alter, change or modify the UGC, in its sole discretion. Upon request of Station, Winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Station, reasonably necessary to establish the ownership of record of the right, title and interest in and to the UGC and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Station fail to request the said assignment as stated that shall not be deemed a waiver of Station’s rights and Station may at a later time request the assignment.

## **PARTICIPATION IN THE PROMOTION:**

After submitting a completed Entry, Participant will be eligible for a chance to win. Every Entry must be received by 11:59 PM local time on the last day of the Entry Period (or at another time of day as designated by the Station) or such Entry will be void.

In the event of a dispute regarding the identity of the Participant associated with an Entry, the Entry will be deemed to have been made by the authorized holder of the e-mail, social media, and/or cell phone accounts (collectively, the “Accounts”) submitted with the Data at the time of the Entry, depending on the Entry Method, as determined by the Station in its sole discretion. “Authorized Account Holder” is defined as the natural person who is assigned the Accounts according to the records of the email provider, cellular provider, or social media platform provider, as applicable, as determined by the Station in its sole discretion. In the event that Station



suspects fraudulent or unauthorized use of any Accounts, the Station reserves the right to disqualify any Entries associated with such Accounts, in its sole discretion.

For Promotions that require Participants to include specific information with an Entry, such as Promotions that require being a certain designated caller, submitting UGC, or giving a Skill Response, the Station will announce what information is needed on-air and/or on its website. For Promotions that do not require such specific information, all eligible Entries will be entered into a random drawing. In either case, the Winner will be notified by phone and/or email listed in the Entry and provided with instructions on how to claim the Prize. The Prize will be awarded only upon Winner verification and final approval by the Station, regardless of Entry Method. If the Station is unable to verify Participant information, the Entry will be disqualified and the Prize, if any, will be forfeited. The Station reserves the right to determine an alternate winner in accordance with these Official Rules in the event that any Participant is disqualified, cannot be contacted, or is deemed ineligible for any reason or is not available or unwilling to participate in any applicable Promotion events.

All Participants, regardless of Entry Method, agree to be bound by the terms of these Official Rules and by the decisions of Station which will be final and binding in all matters pertaining to the Promotion.

#### **PRIZES:**

For any Prize (particularly for Prizes that involve travel), the actual value may vary from the stated ARV because of fluctuations based on the date the Prize is redeemed and/or other market fluctuations. If the actual value of a Prize is less than stated ARV, the difference in value will not be awarded to the Winner.

Gift cards and gift certificates are subject to terms and conditions as specified by the Prize Promoter. All cash prizes won will be awarded in the form of a check, gift card, or e-gift card, at the discretion of the Station and/or the Prize Provider.

The Winner, regardless of Entry Method, will be notified by phone and/or email and provided with instructions for claiming the Prize. Prizes may be mailed, shipped, provided in an electronic format, made available for pickup at Station's offices, or made available at the Venue. Station may require that a Prize must be claimed by a certain date or forfeited by Winner.

All Prizes are awarded "as is." No substitution of Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prizes may not be redeemed for cash value. The Station reserves the right to substitute an item of equal or greater value in the event the advertised Prize becomes unavailable for any reason.

To the extent that the Prize or elements thereof are provided by a Prize Provider, or that the Prize entails attending an Event at a particular Venue, Winner agrees to look solely to applicable Prize Provider, Event, or Venue with respect to any Claims in connection the Prize. The Station is not responsible for any failure of Promotion Parties to deliver the Prizes or elements thereof.

Transportation to and from an Event or a Venue, beverages, souvenirs, and/or other incidentals expenses in connection with collecting or redeeming the Prize or participating in activities associated with the Prize are the responsibility of the Winner and any guests.

Movie passes, special screening passes, premiere movie passes, and/or tickets to any Event or Venue are valid for space available only. Seating may be provided on a first-come-first-served basis and subject to the requirements of the Venue.

The names of companies, products, locations, logos, services, and other brand names (collectively, the “Brand Names”) have been used solely for identifying the Prize, the Venue, or other information to run a Promotion and may be the intellectual property of their respective owners. Unless explicitly specified, the mention of any Brand Names shall not be construed to mean these owners have sponsored, endorsed, administered, or are in any way associated with the Promotion.

For any Nominating Promotions, the Station will attempt to obtain any necessary Releases from third parties to use Third Party Data before awarding any Prizes. In the event such Nominated Parties are unable or unwilling to follow these Official Rules and/or execute any necessary Releases, then the Station may, in its sole discretion, disqualify the Nominated Parties and any associated Participants from the Promotion.

If two or more people (a “Group”) are needed to participate in a Promotion, all members of the Group understand and agree that the Participant from the Group that submitted the Entry shall be the person eligible to be the Winner. The Promotional Parties are not responsible for any disputes among the members of any Group regarding the designation of the Winner or awarding the Prize to the Winner.

Dates and times of concerts, events, trips, and activities promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not responsible for replacing tickets in the event of show cancellations, regardless of the reason for the cancellation. The Station is not obligated to make any effort to find an alternative prize under these or any circumstances.

If for any reason, the Promotion is not capable of running as planned causing changes in the execution or cancellation of the Promotion as a result of the occurrence of events not within the control of the Promotion Parties such as acts of God, strikes, terrorists acts, criminal acts of third parties, suspected evidence of tampering or technological corruption, or if any portion of the Promotion is compromised by virus, bugs, worms, human intervention, fraud, attempted fraud, an insufficient number of qualified Entries, or any other causes beyond the Station’s control which, in the Station’s sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Promotion, the Station reserves the right to cancel, terminate, modify or suspend the Promotion in its sole discretion. The Station may, in its sole discretion, offer the Winner a comparable prize in lieu of the original Prize or cancel the Promotion with no obligation to the Winner.

#### **GENERAL CONDITIONS:**

The Winner is the only person who may claim or collect the Prize. No one else is eligible to claim the Prize on behalf of the Winner. Winners are also solely responsible for payment of all applicable taxes associated with the receipt of the Prize. All costs, fees, expense, and/or hazards associated with the Prize or the acceptance and/or use of the Prize are the sole responsibility of the Winner. Winner must provide valid identification (e.g., via valid state-issued driver’s license, passport, or other government-issued identification) containing the person’s name, date of birth, and

photograph to claim the Prize. Identification documents must match information about the Winner previously provided to the Station.

Winner is responsible for payment of all applicable taxes associated with the receipt of the Prize. Any person winning \$600.00 or more in Prizes in any calendar year will receive an IRS form 1099 at the end of that calendar year for tax purposes. A copy of such form will also be filed by the Station with the IRS as required by law.

Winners agree to supply their social security number to the Station for the limited purpose of fulfilling these IRS form 1099 obligations under federal law. The Station will not use social security numbers for any other purpose. Winners understand and agree that they may forfeit any Prize if they do not furnish their social security number for this limited purpose.

If the Prize has multiple elements, Winner must accept all Prize elements to receive any Prize elements. If Winner decides not to accept the Prize by either rejecting all or some Prize elements, Winner may be required to sign Releases acknowledging forfeiture of Prize. It will be at the discretion of the Station and/or the Prize Provider if another Participant is to be selected as the Winner.

Winner acknowledges that the Station has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or to any portion thereof, including but not limited to its quality, mechanical condition, or fitness for a particular purpose.

The invalidity or unenforceability of any provision of any of these Official Rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, any remaining applicable rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein. Any waiver of any obligation or rule hereunder by Station does not constitute a general waiver of any obligation to Participants. Station reserves the right to waive any of the Official Rules its reasonable discretion. Station reserves the right to modify these Official Rules at any time.

If a Winner is found to be in violation of these Official Rules or is otherwise determined by the Station, in its sole discretion, to be ineligible, the Winner may be required to forfeit the Prize and/or reimburse the Station and/or the Prize Provider for the stated ARV of the Prize if such a violation is found after the Prize has been used by the Winner.

Copies of Promotion rules are available upon request during regular business hours, Monday through Friday from 9:00 AM to 5:00 PM at the Station Offices. For the name of the Winner, send a self-addressed stamped envelope to the Station Offices with the name of the Promotion and "Winner Name Request" on the outer envelope no later than 60 days after the Promotion Period.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant, Station, and Company in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the state in which the Station is located, in the state and federal courts of the county and state where the Station is located.