

Sweepstakes Name: WIHT #iVotedHOT995 for #HOT995JingleBall Tickets. (the "Sweepstakes")

Participating Station(s): WIHT-FM. (the "Station")

Station's Address: 1801 Rockville Pike, Rockville, MD 20852

Telephone: 240-747-2700

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

This Sweepstakes is open only to individuals who are legal residents of the 50 United States or the District of Columbia, who are at least 18 years of age or older, and who reside within the participating Station's Total Market Area (TMA) (as determined by the Station or otherwise as defined by Nielsen Audio, a radio research firm), all at the time of entry. Commonly, the TMA represents the total overall radio station's comprehensive listening market audience within a geographic area encompassing all industry defined media market areas. If you are not a legal resident of the United States, not located in the participating TMA, or you are not the required age as of time of entry, you are not eligible to participate in this Sweepstakes or to win a prize. Company and Sweepstakes Entities (both as defined below), individuals from all other radio and television stations, and members of the immediate family of any such persons are not eligible to participate or win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

**Void outside participating Station's Total Market Area (TMA) and where prohibited or restricted by law. Odds of becoming a potential winner depend on the number of eligible entries received.**

iHeart Media + Entertainment, Inc., its subsidiaries, affiliated companies, divisions, and individual stations, the Station, iHeartRadio and iHeartMedia (collectively, the "Company") will conduct the Sweepstakes substantially as described in these official Sweepstakes rules. "Sweepstakes Entities" shall be collectively be referred to herein to mean any party or entity associated in any way with the Sweepstakes, including but not limited to Company, Sponsor, individual participating Stations, the Sweepstakes' sponsoring organizations, any third party prize provider(s) and/or prize fulfillment service, and each of the foregoing's respective parents, subsidiaries, affiliates, officers, directors, and each of their employees, talent, artists, volunteers, agents, shareholders, and contractors.

**By participating, each entrant (and if eligible minors, their parents/legal guardians) agrees as follows:**

The Company may from time to time conduct promotions concurrently and simultaneously on several participating radio stations owned and not owned by the Company, and in various States, and the Company may add or remove participating stations or change call letters of any participating station at any time during a promotion as announced on the affected station. Participating stations are listed above. For a list of participating stations and/or a copy of the official Sweepstakes rules, please visit the office of the Station during normal business hours or send your request by mail as instructed herein.

The Sweepstakes is administered by the Company and any questions, comments or complaints regarding the Sweepstakes must be directed to the Company.

1. Description of Sweepstakes Participation.

**Dates of Sweepstakes:** Sweepstakes will begin on 11/06/2018 at 12:00:00 AM EST and ends at 11:59:59 PM EST on 11/06/2018 ("Sweepstakes Period"). The period in which entrants can submit a Sweepstakes entry will begin 11/06/2018 at 12:00:00 AM EST and end 11:59:59 PM EST ("Entry Period"). All entries must be received no later than the last day of the Entry Period, at 11:59:59 PM EST, on 11/06/2018 to be valid.

**Deadline for registration is 11:59:59 PM EST on November 6, 2018.**

**How to Enter:** During the Entry Period, follow Company on Twitter at <https://twitter.com/HOT995/> and follow <https://instagram.com/HOT995/> Then Tweet or Instagram post a photo/selfie of your 'I Voted' sticker, with the hashtags: "#SweepstakesEntry" and "#iVotedHOT995" in your post to receive one (1) entry into the Sweepstakes.

Limit one (1) Sweepstakes entry per person/Twitter/Instagram account/handle during the entire Entry Period. Entries that do not include “#SweepstakesEntry” and/or the specified description will be void. Description may not contain any content other than the description indicated above, or entrant may be disqualified, in Company’s sole discretion. Entries must contain all information requested and comply with all Content submission requirements set forth herein to be valid. You must like or follow Company social media platforms and grant Company the permissions to electronically message (contact) your Twitter/Instagram handle to notify you if you are the randomly selected winner. By entering the sweepstakes you solely permit Company to message you accordingly in regards to sweepstakes status.

**Automated entries are prohibited and any such use will cause disqualification. Entrants may not enter with multiple email addresses/Instagram/Twitter accounts nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. If it is discovered that you have entered or attempted to enter the Sweepstakes more than the listed limit during the Sweepstakes Period or have attempted to enter multiple times using multiple identities, Instagram and Twitter accounts or email addresses,** or that you submitted or attempted to submit more than the Entry limit provided in the Post, all of your Entries will be declared null and void, and any prize you might have been entitled to will not be awarded. Each Entry will be subject to [Instagram](#) Terms of Use (found at <http://www.instagram.com/>), and [Twitter](#) Terms of Use (found at <http://www.twitter.com/>) and must comply with the Entry requirements set forth above. Presence of an Entry on the Website is not a confirmation, representation or warranty by the Sponsor or any of its representatives that the Entry is compliant with these Rules. Sponsor’s decisions with respect to whether an Entry complies with these Official Rules are final and binding and may be made by Sponsor at any time. Entries that do not meet the requirements set forth in these Official Rules may not be acknowledged and may be automatically disqualified, in the sole discretion of the Sponsor and/or Instagram or Twitter. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or Website or by any technical or human error which may occur in the processing of the entries.

The comment submitted as your Entry must comply with all requirements set forth herein, including the Entry Guidelines to be considered an eligible Sweepstakes Entry.

By submitting an Entry, entrants agree to indemnify and hold Sweepstakes Entities (as defined) harmless from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Sweepstakes Entities, or any of them, arising out of or in connection with the participation by the entrants in this Sweepstakes, any breach by the entrants of the foregoing warranties or agreements or the use, in whole or in part, by any Sweepstakes Entity of any Entry (or portion thereof) submitted by the entrants in this Sweepstakes. By participating, entrants agree to these Official Rules, which are final and binding in all respects.

Note: If you do not have Internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet and a number of Internet service providers and other companies offer free email accounts.

## 2. **CONSUMER CREATED CONTENT REQUIREMENTS.**

As used herein, “Content” includes and refers to all information, content, and material submitted by you in connection with the Sweepstakes (including, but not limited to the tweet, photograph, images, videos, hashtags, descriptions, and tags).

By submitting your Content, you warrant and represent that such Content: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) has not been copied from other works, (e) does not infringe upon the rights of any person or entity (including such individual’s and/or entity’s copyrights, trademarks rights, rights of privacy or publicity, or any other intellectual property), (f) that you have obtained permission from a person whose name, likeness, or voice is used in the Content, and (g) and that publication of the Content via various media including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless the Released Parties from any claims to the contrary. Any entrant whose Content includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Company’s use of such Content, in a form satisfactory to Company, upon request, prior to award of prize and/or naming of entrant as a winner. The Content submitted shall be 100% owned and controlled by the entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection

with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. The Company reserves the right to remove or void any Content that it deems to be in violation of these Official Rules, in its sole and absolute discretion.

By submitting Content, you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Company or Sweepstakes Entities under any fiduciary or other obligation, that the Company is free to use and otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, the Company and the Company Entities do not waive any rights to use similar or related ideas previously known to Company or Company Entities, or developed by their employees, or obtained from sources other than you.

BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY COMPANY, IN COMPANY'S DISCRETION. In consideration for your participation in this Sweepstakes and for the opportunity to win a prize hereunder, you hereby grant the Company, the Sweepstakes Entities, and another authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publically perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the entrant.

All Content submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must comply with these Official Rules, any Terms of Service on the Company website, and Instagram's and/or Twitter's Terms of Service;
- Content must be uploaded/submitted in the format specified and must comply with the posting requirements set forth above and as posted on the Company website and Instagram's/Twitter's website;
- Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language;
- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent, or contain disparaging, libelous, or misleading remarks, comments, or material about the Company, the Station, either of their respective products and/or services, or about any other people, products, or companies;
- Content cannot 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 and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses, or street addresses, other than entrant's;
- Content cannot contain trademarks, logos, or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media) without permission (Company does not permit the infringement of others' rights and any use of materials not original to the entrant, except copyrighted materials owned by Company, is grounds for disqualification from the Sweepstakes. Therefore, do not copy your favorite movie, book, or photo or include materials, images, graphics, music, or trademarks belonging to any third parties or incorporate the names, voices, likeness, or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Company.);
- Content shall not include any background artwork, unless it is an original work of the entrant (any artwork, murals, etc., that can be seen in the Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein);
- Content cannot be abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation, or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;

- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Company wishes to associate;
- Content cannot depict, and cannot itself, be in violation of any law; and
- Content must be socially acceptable and in good taste, as determined by the Company in the Company's sole discretion.

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF THE COMPANY. The Company reserves the right to reject any Content, 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 Company and/or Station for airing advertising. Any waiver of any obligation hereunder by Company does not constitute a general waiver of any obligation to entrants. Company reserves the right to waive the Sweepstakes Content requirements set forth herein in its reasonable discretion. Company reserves the right, in its reasonable discretion, during or upon completion of the Entry Period, to request that any entrant resubmit his or her Content which fails to comply with the Content requirements prior to any judging or voting period. CONSUMER-CREATED CONTENT POSTED TO THE WEBSITE WAS NOT EDITED BY COMPANY AND IS THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DOES NOT REFLECT THE VIEWS OF COMPANY IN ANY MANNER. If you think that any Content infringes your intellectual property rights, click here if you wish to report it, contact us by mail at DMCA Designated Agent, c/o Legal Department, iHeart Media, Inc., 200 East Basse Road, San Antonio, TX 78209," by fax at (210) 832-3149, or by email at [dmca@iheartmedia.com](mailto:dmca@iheartmedia.com) and include the information required at [iHeartRadio Terms of Use](#), Section XXIII.

By accepting a prize, the winner(s) agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Company all of his/her right, title, and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she 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 Company, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Content. Company reserves the right to alter, change, or modify the winning Content, in its sole discretion. Upon request of Company, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Company, reasonably necessary to establish the ownership of record of the right, title, and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Company fail to request the said assignment as stated, that shall not be deemed a waiver of Company's rights and Company may at a later time request the assignment.

**3. RANDOM DRAWING/WINNER SELECTION:** On or about 11/07/2018, the Company will randomly select One (1) Sweepstakes winner(s) from among all eligible entries collectively from Twitter and Instagram received during the Entry Period. Odds of winning a prize depend on the number of eligible entries received.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Company, that the decisions of the Company are final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion of the Sweepstakes that participation may be required to be considered eligible.

Potential winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and his/her prize, if any, will be forfeited. **The Company reserves at its sole discretion the right to not award the prize or to determine an alternate winner or finalist (if applicable) in accordance with the official rules in the event that any winner or finalist has been disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.** The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify a finalist and/or potential winners, or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given, the entrant will automatically be disqualified and his/her prize will be forfeited.

Winner(s) will be contacted via a direct message to his/her Twitter/Instagram account. **Potential winner(s) must respond within 24 hours of notification.** Each potential winner may be required to provide identification sufficient to show that he/she is the Authorized Account Holder of the Instagram/Twitter account, in Company's sole discretion. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail or any other form of communication Company may use to contact the finalists (if any) and/or a potential winner. The Company is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Company

is not obligated to leave voice mail, answering machine or other message. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winners, or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given upon, the entrant will automatically be disqualified and their prize will be forfeited. The contact notification will include instructions on how to claim the prize.

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Company and agree to the terms herein, including but not limited to the prize conditions. If eligible entrants include minors, a parent or guardian of such eligible minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. The potential prize winner and, if a potential prize winner who is an eligible minor in his/her state of residence, the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty-four (24) hours after the first (1st) delivery attempt to entrant's e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be randomly selected from among all remaining eligible entries, as determined by Sponsor in its sole and discretion. If entrant has not reached the age of majority in his/her primary state of residence at the time of entry into the Sweepstakes (19 years old if a resident of Alabama or Nebraska, 21 years old if a resident of Mississippi, and 18 years old in all other states), then entrant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental Consent occurs when the parent or legal guardian of a minor entrant who has not reached the age of legal majority in their residing state, grants permission for the minor entrant to participate and agrees on behalf of himself/herself and the minor entrant to these Official Rules. It is strictly prohibited for anyone who does not meet the age requirement at the time of entry to be allowed to participate in the Sweepstakes and no situation shall anyone under the age of thirteen (13) be permitted to enter the Sweepstakes at any time, under any circumstances.

4. **PRIZE(S).** No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. Company is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third-party fulfillment company. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s). The prize(s) that may be awarded to the eligible winner(s) are:

## **ONE (1) GRAND PRIZE**

**GRAND PRIZE DESCRIPTION.** The Grand Prize Winner will receive:

- Two (2) tickets to #HOT995JingleBall, Monday December 10<sup>th</sup>, 2018 at Capital One Arena.

Approximate Retail Value ("ARV"): \$100

*Conditions and restrictions may apply.* Limit: One (1) prize per person/household for this Sweepstakes. Winner(s) and winner's household members cannot have won a prize through any Company promotion in the thirty (30) days prior to this Sweepstakes start date. All prizes must be redeemed within 30 days of the Sweepstakes end date unless otherwise stated in the Sweepstakes' official rules or upon notification, or unless required as in date specific prizes. Certain prizes are date-specific (i.e., concerts, trips) and the winner or winners must be available on the dates specified. If the winner is not available on the specified dates, winner will be disqualified and the Company reserves the right to choose an alternative prize winner if sufficient time remains prior to travel. For such prizes, the Company is not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded. Company reserves the right to not award the prize associated with that canceled event or concert, without any payment or obligation to the winner or potential winner. Any provided tickets are subject to certain terms and conditions specified thereon. Location of seats and tickets are in Company's sole discretion or may be predetermined as supplied by the Company. The Company reserves the right to substitute a prize, in whole or in part, with another prize (or prize component) of equal or greater value or alternatively may substitute such prize with a comparable prize (or prize component) per the Company's discretion, if for any reason a prize, or any portion thereof, as described herein **should become unavailable**. When applicable, prizes involving personal appearances of artists or celebrities are subject to artist/celebrity's schedule. In such situation, the winner(s) (and, if applicable, guest) agree to comply with all applicable venue regulations in connection with the personal appearance, concert, and/or other Sweepstakes prize event.

Company and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guest) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the personal appearance, concert, and/or other Sweepstakes prize event or in any other objectionable behavior. If, after a prize has been selected and ticketing has been completed, artist/celebrity is unable to appear, such portions of the prize will be forfeited and the Company shall have no further obligation to winner. Winner(s) must present state authorized identification prior to being awarded the prize. Winner may be required to present a copy of a valid social security card and valid identification as a condition of participating or receiving any prize when winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won. If actual value of the prize is less than the stated ARV, or the winner and/or if applicable, his/her guest(s) and/or eligible travel companion(s) forfeit, do not use, or are determined ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited. ALL PRIZES ARE AWARDED "AS IS" AND THE COMPANY DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Company determines (in its sole discretion) is or is attempting to: (i) tamper with the Company's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten, or harass any other entrants, the Company, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE COMPANY AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY, OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software, or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Each entrant agrees and acknowledges that the Company and the Station, their affiliates, subsidiaries, representatives, distributors, and the Sweepstakes Entities, Instagram, Inc./Twitter, Inc., and (when applicable) the Sweepstakes' sponsor(s), prize provider(s), any applicable third-party fulfillment services, and each of their respective, parent companies and affiliates, officers, directors, employees, agents, and licensees (collectively, the "Released Parties") are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled, or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Company further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Company, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which affect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person, whether or not a entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time

without prior notice. Material changes to the Sweepstakes rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company.

6. **PUBLICITY; USE OF PERSONAL INFORMATION.** You understand that you are providing your information to Company and not to Instagram or Twitter. The Company will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Company's Privacy Policy located [here](#). By participating, where allowed by law, all winner(s) grant the Company permission to use their names, characters, photographs, voices, Content, and likenesses world-wide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner(s) further agrees that his/her name may be included in a publicly available winners' list. On occasion, entrant may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer you products and services of interest with your expressed consent. In the event that entrant has agreed to any available opt-in opportunities provided from a third party, that may or may not be associated with this Sweepstakes, entrant understands and acknowledges that information (including entrant's personally identifiable information) provided will be collected independently by iHeartMedia (the Company) and the third party providing the opt-in opportunity and individually be used by both companies subject to the terms of their respective privacy policies. For iHeartMedia's privacy policy, go to <http://news.iheart.com/articles/legal-477363/terms-of-use-11584658/#privacy>. **Any available opt-in opportunities are not required to enter the Sweepstakes, and consent to opt-in will not improve your chances of winning.**

7. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Sweepstakes, each entrant agrees (and agrees to confirm in writing) to release and waive any and all claims of liability against the Released Parties from and against from any and all liability, loss, or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 5 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order, or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute, or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Company will have no further obligation to winner.

8. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related fees, other costs or expenses related to prize acceptance and use not specified herein, regardless of whether such prize is used in whole or in part. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

9. **CONDUCT AND DECISIONS.** All decisions of the Company will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Company will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning the rules or the Sweepstakes and the Company's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners come forward seeking to claim the Prize, an alternate potential winner may be selected in a random drawing from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Company's and/or Station's "discretion" and/or any exercise of discretion by the Company or Station shall mean in Company's and/or Station's "sole and unfettered discretion." The Company further reserves the right to: (i) terminate or declare any Sweepstakes null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes; (ii) alter or amend these Sweepstakes rules at any time; and/or (iii) stop or conclude the Sweepstakes

at any time without prior notice. Material changes to the Sweepstakes rules will be broadcast on-air, when practical. The Company's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Company, any segment of the Sweepstakes is delayed, rescheduled, postponed, or cancelled, the Company reserves the right, but not the obligation, to modify, suspend, or cancel the Sweepstakes and shall not be required to award a substitute prize.

10. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Company Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that, claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Company shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within 60 days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

11. **MISCELLANEOUS.** Company reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These rules are designed to be fair and equal to all entrants. The Company disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. For a copy of the rules, or where required by law, a list of winners, visit the business office of the participating Station during normal business hours or visit the Company's website. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

12. **COMPLIANCE WITH LAW AND GOVERNING LAW.** The conduct of the Sweepstakes, and its Terms and Official Rules, are governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company and participating Station(s) shall follow the applicable laws for conducting Sweepstakes, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Sweepstakes, etc., as required by applicable local and state law. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Company in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.



**This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram or Twitter. You understand that you are providing your information to the Company and not to Instagram or Twitter.**