

**American Top 40 Flashback with James Taylor Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR 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.

1. **PROMOTION PERIOD:** American Top 40 Flashback with James Taylor Sweepstakes (the “Sweepstakes”) begins at 6:00:01am Eastern Time (“ET”) on March 9, 2019 and ends at 11:59:59pm ET on March 17, 2019 (the “Promotion Period”). All entries must be received during the Promotion Period. The Sponsor’s (as defined below) computer is the official time keeping device for this Sweepstakes.
2. **ELIGIBILITY:** Sweepstakes is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least twenty-one (21) years of age or older as of the date of entry. It is strictly prohibited for anyone who does not meet the age requirement as of the date of entry to be allowed to participate in the Sweepstakes and in no situation shall anyone under the age of thirteen (13) shall be permitted to enter any sweepstakes at any time, under any circumstances. Subject to all applicable federal, state, and local laws and regulations. Void in Alaska, Hawaii, and where prohibited or restricted by law. Individuals who have won a prize from the Sponsor (as defined below) within one hundred eighty (180) days prior to the start date of this Sweepstakes are not eligible to enter or win.

Employees of Premiere Radio Networks, Inc. (the “Sponsor”) (a subsidiary owned and operated by iHeartMedia + Entertainment, Inc.), American Top 40 with Ryan Seacrest (the “Radio Show”), Ryan Seacrest Productions, Caesars Entertainment Corporation, LLC (the “Prize Provider”), iHeartMedia + Entertainment, Inc., any affiliated promotional partners, any third party prize provider(s) and/or prize fulfillment service, each radio station contracted to broadcast the Radio Show, and each of the foregoing’s respective parents, subsidiaries, affiliates, officers, directors, and each of their employees, talent, artists, volunteers, shareholders, contractors, agents, and advertising agencies (collectively, the “Sweepstakes Entities”), as well as members of the immediate family of any such persons, are not eligible to participate and 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.

3. **HOW TO ENTER:** During the Promotion Entry Period, submit your entry by visiting <http://www.at40.com> and follow the Sweepstakes link to review the submission guidelines and complete all required information in the online entry form. Entries limited to one (1) entry per person per day (each a “Regular Entry”) during the Promotion Entry Period.

Bonus Entries:

Upon completion of entry into the Sweepstakes, participants may also click on the Social Media buttons to (i) follow the Radio Show on Twitter, (ii) follow the Radio Show on Instagram, and (iii) favorite the Radio Show on your iHeartRadio account. No social media accounts are required to enter the Sweepstakes, and you do not have to “Like” or “Follow” or “Favorite” in order to gain an entry. Limit of three (3) bonus entries per person per day throughout the Promotion Entry Period, regardless of the social media entity used.

Regular Entries and bonus entries together shall herein be referred to as “Entries”. All eligible Entries must be received during the Promotion Entry Period to be eligible.

Entries are subject to any applicable restrictions or requirements listed herein. The Sponsor is not responsible for Entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete Entries or communications, regardless of cause. Multiple participants are not allowed to use the same email address. Any attempt by a participant to acquire more than the sated number of Entries by using numerous email addresses, registrations, identities, or any other methods will void that participant’s Entries and that participant may be disqualified. The use of automated software or computer programs to register or enter the Sweepstakes is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Incomplete and/or multiple Entries will be disqualified. Should multiple users of the same email account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the participant, the authorized account holder of said email account or mobile phone account at the time of entry will be considered the participant. “Authorized account holder” is defined as the natural person who is assigned an email address or mobile phone number by an Internet access provider, online service provider, mobile service provider or other organization which is responsible for assigning email addresses, mobile phone numbers or the domain associated with the submitted email address. Valid Entries must contain all information requested. Sweepstakes winner(s) will be selected from online Entries only. Where applicable, one (1) prize per person/household. The Sponsor will not verify receipt of Entries. By entering, participants acknowledge compliance with the Official Rules, including eligibility requirements. Responsibility for receipt of entry rests solely with the participant.

4. **PRIZE DRAWING / WINNER NOTIFICATION:** On or about three (3) weekdays after the end date of the Sweepstakes, one (1) potential winner will be selected in a random drawing conducted by the Sponsor from among all eligible entries received during the Promotion Period. Odds of winning depend upon the number of eligible entries received during the Promotion Period.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is 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 Official 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 to the Sweepstakes that participation may be required to be considered eligible.

Potential winner(s) is subject to verification, including verification of eligibility. If a participant is unable to verify his/her information, the participant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor 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 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 potential winner(s) will be notified by the telephone, mail, and/or email provided at registration on or about three (3) weekdays after winner selection and will be given five (5) calendar days to confirm receipt of notification. Notification is deemed to have occurred immediately upon placing of a telephone call or sending of an email or any other form of communication Sponsor may use to contact a potential winner. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of participants. The Sponsor is not obligated to leave a voice mail, answering machine, or other message. If a potential winner cannot be contacted from the information provided on the entry form, is disqualified, or deemed ineligible, the Sponsor reserves the right to select another winner at its sole discretion and if time permits.

The potential winner(s) may collectively be referred to herein as "Winner" or "Winners".

5. **PRIZE(S): ONE (1) PRIZE:** A three (3) day/two (2) night trip for Winner and one (1) guest (together, the "Attendees") to see the Las Vegas residency show *James Taylor and His All Star Band* at The Colosseum at Caesars Palace (the "Concert"). The trip includes round trip coach airfare for the Attendees from the major airport nearest the Winner's residence (as determined by Prize Provider) to the major airport nearest Las Vegas, NV, two (2) nights standard hotel accommodations at Caesars Palace (single room/double occupancy/room and tax only), two (2) tickets for the Attendees to the Concert (seating as determined by Prize Provider). (Approximate Retail Value ("ARV"): \$2,000.00). The total ARV of all prizes is \$2,000.00. Prize(s) provided by Prize Provider.

Travel must take place by May 11, 2019 and is based on Concert availability, travel restrictions, and blackout dates. Any other dates are not valid. If a Winner is unavailable for travel on the designated date, the Winner will be disqualified and the Sponsor reserves the right to select another Winner in its sole discretion and if time permits. Airline tickets not to exceed \$1,000 in total. Exact travel dates and arrangements may be subject to availability whether specified or not. Winner's guest must be twenty-one (21) years of age or older. Actual value of the prize may depend on city of departure, travel dates, and other factors. Any difference between the estimated value of the prize and the actual value will not be awarded to a Winner. If actual value of the prize is less than the stated ARV, or the Winner and/or, if applicable, his/her guest(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 ARV, and such difference will be forfeited. Attendees must travel out of the same airport and on the same itinerary. Attendees are responsible for all necessary travel authorizations such as passports, visas, and/or government identification and for any travel insurance. Selection of airline and hotel are solely within Sweepstakes Entities discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Prize fulfillment may be coordinated with a Winner by a third party prize fulfillment service on behalf of Sweepstakes Entities. Meals and beverages, incidentals, gratuities, phone calls, luggage fees, travel insurance, seating upgrades, airport and travel taxes, ground transportation before, during, and after the trip, and any and all other travel-related expenses not specifically mentioned herein are the sole responsibility of Attendees. **If in the judgment of the Sweepstakes Entities, air travel is not required due to Winner's proximity to the prize destination, ground transportation will be substituted for roundtrip air travel at the Sweepstakes Entities' sole and absolute discretion.** The difference in value will not be awarded to the Winner. If, for any reason, any part of the trip package is cancelled or shall become unavailable, postponed, or canceled, the Sweepstakes Entities shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. If concerts or other ticketed events have been awarded as part of this prize package and the concert or event is postponed, rained out, canceled, or for other reasons beyond our control does not occur, the Sweepstakes Entities will not be responsible for replacing that portion of the prize. The Sweepstakes Entities are not responsible for late, lost, damaged or stolen luggage. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by Sweepstakes Entities. The Sweepstakes Entities are not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Sweepstakes Entities are not responsible for awarding any compensation in lieu thereof. Any changes to

completed travel arrangements, once booked, are the sole responsibility of the Winner, and are solely at the Winner's expense. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim any prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, Winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sweepstakes Entities and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sweepstakes Entities prize partner(s), such as hotels, airlines, trains, ships, concert or event venues etc. Attendees must comply with all applicable laws, and any Official Rules and regulations established by the Sweepstakes Entities' prize partner(s), if any; such as hotels, airlines, trains, ships, concert or event venues etc. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNER(S) ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND SWEEPSTAKES ENTITIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

The Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. The Sweepstakes Entities reserve the right to substitute any portion of these prizes, including travel dates and destination, for a prize of equal or greater value. The Sponsor and Sweepstakes Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes. The prize(s) are awarded if properly claimed according to the Official Rules and if there are sufficient eligible entries. The Sweepstakes Entities do not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Winner(s). Attendees are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor and Sweepstakes Entities have not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sweepstakes Entities' sole discretion. If a Winner cannot be contacted or is disqualified, the Sponsor reserves the right to determine an alternate participant, in its sole discretion. The Sponsor will host a maximum of three (3) alternate drawings after which an applicable prize will remain un-awarded. Unclaimed prize(s) will not be awarded. Other restrictions may apply. All federal, state, and local taxes on the prize are the sole responsibility of the Winner(s). ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. No more than the advertised number of prizes will be awarded.

6. **RELEASE FORM:** The Winner(s) will be required to complete and return an Affidavit of Eligibility/Liability Release (including, where permitted, a Publicity Release) (the "Affidavit") within fourteen (14) calendar days after the first (1st) delivery attempt to Winner's email address in order for the Winner to be qualified for the prize. A Winner's failure to return all required forms within this time period may result in the Winner being disqualified and an alternate participant may be selected from all remaining eligible entries. Where applicable, any guest(s) of a Winner must be twenty-one (21) years of age or older and must complete a Liability Release (including, where permitted, a Publicity Release) prior to issuance of travel documents. The Winner will be subject to a verification process, to include Winner's name, address, home phone number, work/cell phone number, and social security number or taxpayer identification number. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify Winner(s). If the Winner does not claim the prize within the appropriate time given upon notification or unless otherwise stated herein, the participant will automatically be disqualified and their prize will be forfeited and no alternative prize will be substituted.
7. **TAMPERING AND DELIVERY DISCLAIMER:** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is, or is attempting to: (i) tamper with the Sponsor's and/or Radio Show'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) intending to annoy, abuse, threaten or harass any other participants, the Sponsor, or the Released Parties (as defined below) or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's and/or Radio Show's website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S AND/OR RADIO SHOW'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 SPONSOR 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 PARTICIPANT (OR, IF THE PARTICIPANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR, SWEEPSTAKES ENTITIES, AND EACH OF THEIR RESPECTIVE 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 PARTICIPANT'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 participant to automatically enter or evaluate repeatedly is prohibited. The Sponsor 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.

The Sponsor, its employees and agents, the Sweepstakes Entities, prize provider(s), sponsor(s), any applicable third party fulfillment service, and each of their respective employees and agents (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 participant's ability to participate in the Sweepstakes; (2) any injury or damage to participant'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 participants, 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 (5) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor 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 Sponsor, 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 effect 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 participant 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 Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

8. **PUBLICITY; USE OF PERSONAL INFORMATION:** The Sponsor will retain the participant's personal data for a reasonable period of time to enable it to send that participant 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 Sponsor's privacy policy at <http://www.premiereinteractive.com/legal/#privacy>. By participating, where allowed by law, all Winner(s) grant the Sponsor 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, participants 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 participant has agreed to any available opt-in opportunities provided from a third party, that may or may not be associated with this Sweepstakes, participant understands and acknowledges that information (including participant's personally identifiable information) provided will be collected independently by Premiere Radio Networks, Inc. (the Sponsor) 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 Sponsor's privacy policy, go to <http://www.premiereinteractive.com/legal/#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.**
9. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, each participant 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: (i) to release the Sponsor, Radio Show, Sweepstakes Entities, and, when applicable, the Sweepstakes' prize provider(s), third party fulfillment service, and each of their respective parent companies and affiliates, officers, directors, employees, agents, and licensees 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 8 prior to acceptance of the prize. The Released

Parties are not responsible or liable to any participant or Winner or any person claiming through such participant 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 slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to a Winner.

10. **TAXES:** Any valuation of the prize stated above is based on available information provided to the Sponsor, and value of any prize awarded to a Winner will be reported for tax purposes as required by law. Winner(s) are solely responsible for reporting and paying any and all applicable taxes related to the prize and paying any expenses associated with any prize(s) which are not specifically provided for in the Official Rules. Winner(s) must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from the Sponsor 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.
11. **CONDUCT AND DECISIONS:** All decisions of the Sponsor 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 Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims, or ambiguities concerning the Official Rules or the Sweepstakes and the Sponsor'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 participant 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 participant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Radio Show's "discretion" and/or any exercise of discretion by the Sponsor or Radio Show shall mean in Sponsor's and/or Radio Show's "sole and unfettered discretion." The Sponsor further reserves the right to: (i) terminate or declare any Sweepstakes null and void and rescind any prize, if in its sole judgment, the Official 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 participant in the Sweepstakes; (ii) alter or amend these Sweepstakes Official Rules at any time; and/or (iii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Sweepstakes Official Rules will be broadcast on-air, when practical. The Sponsor'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 Sponsor, any segment of the Sweepstakes is delayed, rescheduled, postponed or cancelled, the Sponsor reserves the right, but not the obligation, to modify, suspend or cancel the Sweepstakes and shall not be required to award a substitute prize.
12. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the 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, Sponsor 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 Sponsor 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 sixty (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 PARTICIPANT'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.
13. **MISCELLANEOUS:** Void outside the United States, and wherever prohibited or restricted by law. Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These Official Rules are designed to be fair and equal to all participants. Odds of winning depend upon the number of eligible entries received during

the Promotion Period. Any Winner must submit proof of eligibility and sign the Sponsor's Affidavit to claim the prize. The Sponsor may substitute prizes, amend the Official Rules, or discontinue the Sweepstakes at any time as announced on the Radio Show. The Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of the Sweepstakes. The Sponsor is not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes, or in the announcement of the Sweepstakes prizes. All entries become the property of the Sponsor and will not be returned. As a condition of participating in the Sweepstakes, participants agree (and agree to confirm in writing): (a) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participation in the Sweepstakes constitutes participant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon participant's fulfillment of all requirements set forth herein.

14. **WINNER LIST:** For a winner list, where required by law, send a stamped, self-addressed envelope no later than ninety (90) days after the end date of the Sweepstakes to: AT40 Flashback with James Taylor Sweepstakes, 15260 Ventura Blvd., 4th Floor, Sherman Oaks, CA 91403. Vermont residents only may omit return postage.
15. **JURISDICTION:** By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of New York 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 12 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.
16. **SPONSOR:** Premiere Radio Networks, Inc., 15260 Ventura Blvd., Sherman Oaks, CA 91403.