

## **Sweepstakes Name: Our Media Registration Sweepstakes**

Sponsor: Katz Media Group, New York, NY 10019

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING.** This Sweepstakes is open only to individuals (“Entrants”) who are legal residents of the 50 United States and the District of Columbia that are or will be at least 13 years of age and who have a valid e-mail address and Internet access, at the time of entry. If you are not a permanent resident of the United States 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. Void outside the United States and where prohibited or restricted by law. Odds of winning depend upon the number of eligible entries received during the Sweepstakes Period. **THIS SWEEPSTAKES 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.**

Katz Media Group (the “Company”), will conduct this Sweepstakes substantially as described in these official rules, and by participating, each participant (if participant is not age of majority in his/her primary state of residence, his/her parent or legal guardian) agrees as follows:

The Sweepstakes is sponsored by the Company and any questions, comments or complaints regarding the Sweepstakes must be directed to Maru Group LLC, the Administrator of the Sweepstakes. Entrant(s) (and if eligible minors, their parents/legal guardians) agrees to and acknowledges that any information provided will be used for administering the Sweepstakes and, if applicable, for purposes of the conduct of the Our Media panel (as per Section 1 below), in accordance with Katz Media Group privacy practices found [here](#). The Company (“Sponsor”) as well as the Administrator, and any of their respective affiliates, together with the applicable promotional partner(s), administrator and third party prize fulfillment service provider(s), if any, shall collectively herein be referred to as the “Sweepstakes Entities”.

### 1. Description of Sweepstakes/Participation.

- A. **Dates of Sweepstakes:** Sweepstakes will begin December 12, 2016 at or after 12:00:01 pm ET and end March 31, 2017 at 12:00:01 pm ET (“Sweepstakes Period”).
- B. **How to Enter:** During the Sweepstakes Period, Company will open registration for membership in the Our Media panel. To participate, visit [OurMedia.com](#) (the “Website”) and register by following the on-screen prompts and providing the required information, creating a log-in with a username and password, and completing the informational questionnaire by the End Date of the Sweepstakes Period. You will receive one (1) entry into the Sweepstakes (“Sweepstakes Entry”) for completing and submitting a registration, *provided that your registration is accepted and you are invited by Katz Media Group in its sole and absolute discretion to join the Our Media panel.* **NOT ALL PERSONS WHO SUBMIT A REGISTRATION WILL BE INVITED TO JOIN THE OUR MEDIA PANEL. IF YOU REGISTER BUT ARE NOT INVITED TO JOIN THE OUR MEDIA PANEL OR IF THE OUR MEDIA PANEL IS OVER-SUBSCRIBED (I.E., THE NUMBER OF INTERESTED PERSONS EXCEEDS THE NUMBER OF AVAILABLE SLOTS ON THE OUR MEDIA PANEL), YOU MAY STILL ENTER THE SWEEPSTAKES ON-LINE BY CLICKING ON THE DESIGNATED LINK AND COMPLETING THE ENTRY FORM WITH ALL REQUIRED INFORMATION, for receipt by March 31, 2017 at 12:00:01 pm ET. Only one (1) Sweepstakes Entry (either via accepted registration for the Our Media panel OR on-line [for those persons who were not accepted for the Our Media panel or if the**

Our Media panel is over-subscribed] per person/per household permitted. Entries received in excess of entry limit will be declared ineligible.

Should the Our Media panel be over-subscribed, a notice will be posted on the Website; and, in such case, entries will only be accepted on-line going forward as set forth above.

Entries are subject to any applicable restrictions or eligibility requirements listed herein. Use of any device to automate entry is prohibited. The Company is not responsible for entries not received by or from entrant due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. Company is not responsible for (as applicable) lost, late, illegible, misdirected, mutilated or incomplete Registrations (including both contact information and responses to questionnaire, regardless of whether registration is accepted by Company) or on-line entries. Multiple participants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of receipt or proof of entry. Acknowledgment of receipt of registration does not constitute any representation of acceptance of registration, invitation to join Our Media panel and/or validity of Sweepstakes entry; acknowledgment of receipt of on-line entry does not constitute any representation as to validity of Sweepstakes entry. The website administrator's computer will be deemed the official time keeping device for the Sweepstakes promotion. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Administrator's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. The Company assumes no responsibility for delays in the Internet stream or otherwise.

- C. **How to Play and Winner Selection:** During the Sweepstakes Period, the Administrator will at random select three (3) prize winners from all eligible entries collectively received (i.e., both Our Media panel registration entries and eligible on-line entries) to be awarded the prizes described herein. There will be a total of three (3) winners for the Sweepstakes Period. If an entrant is unable to verify their information the entrant will automatically be disqualified and their prize, if any, will be forfeited. The Sweepstakes Entities reserve in their sole discretion the right to choose an alternative winner in the event that winner has been disqualified or is deemed ineligible. Notification is deemed to have occurred immediately upon sending of an e-mail. The Sweepstakes Entities are not responsible for any change of e-mail address, mailing address and/or telephone number of entrants. Company and/or Administrator are 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 potential winner or if the potential winner is a minor, for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If a potential winner does not claim the prize within three (3) days, the entrant will automatically be disqualified and their prize will be forfeited, no alternative prize will be substituted. All decisions of the Administrator and Sponsor will be final. If any prize winner is not available to participate, deemed ineligible or disqualified for any reason whatsoever as specified by the Sweepstakes Entities, in their sole discretion, the prize winner privileges will be forfeited entirely and an alternative prize winner may be selected from among the Eligible

Entries received, as defined herein. By participating, you (if an eligible minor, your parent/legal guardian) agree (a) to be bound by these Official Rules; (b) as between you and the Company, that the decisions of the Company 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 the rules, then you will be disqualified; and (e) the potential winner must be available to participate when applicable in any portion of the Sweepstakes that participation may be required to be considered eligible.

2. **Prizes.** No more than the advertised number of prizes shall be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable or redeemable for cash (as applicable; and, if applicable, in accordance with law), or transferable. Prize details and availability are subject to change. There are no substitutions unless specified by the Company. Administrator is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment company. The Company is 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 prizes will be awarded if properly claimed according to the Rules. To the extent applicable, the Company does 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 winners. If the winner is disqualified or is found to be ineligible for the Sweepstakes, an alternate winner may be selected. The prizes that may be awarded to the eligible winners are:

At the end of the Sweepstakes Period, one (1) grand prize winner will receive five hundred dollars (\$500.00), one (1) second-prize winner will receive two-hundred and fifty dollars (\$250.00) and one (1) third-place winner will receive one hundred dollars (\$100.00). **Prizes will be distributed according to winner's choice of Amazon gift card, Visa gift card or deposited into winner's PayPal account.\*\***  
Total Value of all prizes: \$850.00.

\*\*Used for prize identification purposes only. No endorsement, sponsorship, affiliation or association with Katz Media Group or the Our Media Panel is intended or implied by such use.

*Conditions and restrictions may apply.* For winners who are members of the Our Media panel, prize award may be conditioned on winner's continued participation on the Our Media panel in accordance with guidelines/requirements of the Our Media panel; and, if winner is determined by Sponsor in its sole discretion not to be in compliance with such Our Media panel guidelines/requirements at the time of prize award, the prize will be forfeited (with Sponsor having no liability to such individual) and an alternate winner may be selected. If winner does not have a PayPal account or if winner is under 18 years of age, prize must be accepted as winner's choice of either an Amazon gift card or a Visa gift card in the denomination of the prize awarded (\$500, \$250 or \$100). In no event will any prize be awarded in the form of check or cash. PayPal account, if applicable, must be registered to winner; a valid credit card (or bank account) is required to open a PayPal account. Gift cards are subject to terms and conditions of use of applicable issuer; gift cards may be issued in virtual or physical form, in Company's sole discretion. All applicable taxes (including, but not limited to all local, state and federal taxes) on all respective prizes awarded, upgrades and any other expense(s) not specifically identified in these Official Rules as included in a prize are the sole responsibility of each winner. The Company reserves the right to substitute a prize with another prize of equal or greater value or alternatively may substitute such prize with a comparable prize of like kind per the Company's discretion, if for any reason a prize, as described herein should become unavailable. Any prize substitution shall be at the sole discretion of the Company/Sponsor. Winners must present state authorized identification prior to being awarded the prize. If a winner cannot be contacted or is disqualified for any reason, an alternate winner may be selected by the Company in its

sole discretion. There is a limit of one prize per household in any Sweepstakes sponsored by Company within a six (6) month period.

3. Eligibility and Limitations. Participants and winners must be at least 13-years old, as of the date of entry and prize award and a legal resident of the 50 U.S. or D.C. Participants and winners must reside within the participating Station's Total Market Area (TMA) or Designated Market Area (DMA) as determined by the Station or otherwise defined by Arbitron/Nielsen/Comscore Local. Commonly the TMA/DMA represents the total overall TV/radio station's comprehensive listening/viewing market audience within a geographic area encompassing all industry defined media market areas. For entries by minors, a parent or guardian of any participant who is a 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 the potential prize winner is under the age of the majority in their 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 five (5) days 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 selected from all remaining eligible entries. 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. Notwithstanding the determined age requirement set forth above, 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. Affiliates, and each of their respective employees, shareholders, directors, officers, members, successors or agents of the Company, Administrator, employees of radio or 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.

4. Tampering and Delivery Disclaimer. (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who The Company determines (in its sole discretion) is or is attempting to: (i) tamper with the Website and/or any part of the Sweepstakes; (ii) attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (this includes provision of any information in the online registration process, including the questionnaire, that is not truthful or does not represent the actual opinions/beliefs of participant as Katz Media Group is directly relying on the accuracy and comprehensiveness of such information in determining whether [or not] to invite an individual to join the Our Media panel), (iii) intending to annoy, abuse, threaten or harass any other participants or The Company's Agents; and/or (iv) otherwise violating these Official Rules or the Terms of Use of the Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE 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. If, in The Company's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Sweepstakes, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Sweepstakes, The Company reserves the right to void suspect Entry and/or evaluations and/or terminate the Sweepstakes and award the Prizes from among all remaining eligible entries received prior to the action taken by the Company. Notice of such action by Company will be posted on the Website. In the event of a dispute as to the identity of an entrant based on an e-mail address, the entry in question may be disqualified. 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. The Company is not responsible for 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, and 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. The Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if, in the sole discretion of the Sponsor, it is impossible or impractical to complete the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. 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. In no event will the type and quantity of prizes awarded exceed the number of prizes described in the Sweepstakes Official Rules.

5. Publicity; Use of Personal Information. 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, for accounting purposes, and for entrants whose registrations for the Our Media panel are accepted by Katz Media Group, for purposes of the conduct of the Our Media panel. 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. By participating, where allowed by law, all winners (if eligible minors, their parents/legal guardians) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other sweepstakes/contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Sweepstakes, where allowed by law, participants (if eligible minors, their parents/legal guardians) agree that the Company may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list. Entrants who are accepted for the Our Media panel (if eligible minors, their parents/legal guardians) understand and agree that their personal data, as supplemented by other information that they may supply in conjunction with their participation on the Our Media panel, may be used for internal as well as marketing purposes by the Company. For more information about how the Company will use information collected in connection with this Sweepstakes and participation on the Our Media panel (to the extent applicable), please see Company's privacy policy link by accessing the Website. On occasion participant 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 (if eligible minor, their parent/legal guardian) has agreed to any available opt-in opportunities provided from a third party, that may or may not be associated with this Sweepstakes, participant (if eligible minor, their parent/legal guardian) understands and

acknowledges that information (including participant's personally identifiable information) provided will be collected independently by 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. Any available opt-in opportunities are not required to enter the Sweepstakes, and consent to opt-in will not improve your chances of winning.

6. Releases and Conditions. As a condition of participating in the Sweepstakes, participants (if eligible minors, their parents/legal guardians) agree and acknowledge that in order to receive a prize, participants (if eligible minors, their parents/legal guardians) must sign an official waiver form provided by the Company and agree to the terms herein, including but not limited to the prize conditions in this paragraph. The prize is subject to certain terms and conditions as specified herein. By participating in the Sweepstakes, each participant and winner (if eligible minor, their parent/legal guardian) waives any and all claims of liability against the Company, Administrator, their respective employees and agents, prize providers, and each of their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Sweepstakes, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto hereafter referred to as the "Released Parties". Winner and if applicable, winner's guest must comply with all rules and regulations. Failure to do so may result in forfeiture of prize in its entirety. The prize elements will be awarded as described herein (subject to legal restrictions, etc.). By accepting the prize, prize winner (if eligible minor, their parent/legal guardian) must agree to the prize conditions on participation and must sign a release to be eligible to receive a prize and hereby agrees that: (i) that all decisions of the Company, Administrator and Sweepstakes Entities with respect to the Sweepstakes are final and binding; (ii) to release the Company, Administrator, prize providers, 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; (iii) to allow the Company and its designees to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this Sweepstakes, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. The Sweepstakes Entities are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner (for eligible minors, this includes but is not limited to their parents/legal guardians) 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. All taxes, related fees, other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of prizewinner. The Company/Sponsor does 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, or fitness for a particular purpose. The Company will have no further obligation to winner.

7. Limitations of Liability. The Released Parties are not responsible for: (1) 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; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage

to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. The Released Parties are not responsible for technical, hardware or software failure or malfunctions, lost or unavailable network or other telecommunications connections, or lost, late, damaged, illegible, inaccurate, incomplete, garbled, disconnected, or delayed Sweepstakes entries or communications, whether caused by the sender or by any of the equipment or programming associated with or used in this Sweepstakes, or by any human error which may occur in the execution of this Sweepstakes. If, for any reason, the Sweepstakes is not capable of being conducted as planned, including but not limited to infection by computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, programming associated with or used in the Sweepstakes, or by any human error which may occur in the execution of this Sweepstakes or any other causes which effect the operation of the Sweepstakes, the Company reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prizes.

8. Taxes. 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 taxes related to the prizes and paying any expenses associated with any prizes which are not specifically provided for in the official rules, regardless of whether 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 or incentives/awards as a member of the Our Media panel (or otherwise) 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. By participating in the Sweepstakes, participants (if eligible minors, their parents/legal guardians) agree to be bound by the decisions of Company personnel and Administrator. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Company's and Administrator's decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Sweepstakes, or make such other decisions regarding the outcome as the Company deems appropriate. If, for any reason, more bona fide winners come forward seeking to claim the Prizes, the winners may be selected in a random drawing from among all persons making purportedly valid claims for the Prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. All decisions will be made by the Company and/or Administrator are final. Any reference in these Official Rules or as part of the Sweepstakes to The Company's/ Sponsor's "discretion" and/or any exercise of discretion by Sponsor/Company shall mean in Company's/Sponsor's "sole and unfettered discretion." Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, the Company reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law. The Company further reserves the right to: (i) terminate or declare the 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 participant in the Sweepstakes; (ii) cancel, terminate or modify the Sweepstakes if, in the sole discretion of the Company, it is impossible or impractical to complete the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort; (iii) alter or amend these Sweepstakes rules at any time; and (iv) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Sweepstakes rules will be posted on the Website, to the

extent feasible. 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. 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 participants. Odds of winning depend upon the number of eligible entries received during the Sweepstakes Period. Each winner (if eligible minor, their parent/legal guardian) must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules, or discontinue the Sweepstakes at any time as announced on the Website. The Company disclaims any responsibility to notify participants 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 Website. As a condition of participating in the Sweepstakes, participants (if eligible minors, their parents/legal guardians) agree (and agree to confirm in writing): (a) under no circumstances will entrant (if eligible minor, their parent/legal guardian) be permitted to obtain awards for, and participant (if eligible minor, their parent/legal guardian) 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 entrant's (if eligible minor, their parent's/legal guardian'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.

11. Binding Arbitration. Any controversy or claim arising out of or relating to this 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 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.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT (IF ELIGIBLE MINOR, THEIR PARENT/LEGAL GUARDIAN) AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT (IF ELIGIBLE MINOR, THEIR PARENT/LEGAL GUARDIAN) HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT (IF ELIGIBLE MINOR, THEIR PARENT/LEGAL GUARDIAN) IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

12. Compliance with Law. The conduct of the Sweepstakes is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company 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, 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 Sponsor 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 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, County of New York.