

OFFICIAL SPROUT OF THE MONTH CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE

Emmis Indiana Broadcasting, L.P. d/b/a 93.5 & 107.5 The Fan (“Emmis”) is giving Emmis listeners a chance to win a **\$100 Forum Credit Union Sprout account credit** in the **Forum Credit Union Sprout of the Month contest** (the “Contest”). This Contest is governed by these Rules, as well as by Emmis’ Official General Contest Rules. In the event there is a discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern. Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest (“Participant”) agrees to be bound by the terms and conditions provided in these Rules and to the extent applicable the General Rules, as well as by all interpretations of these Rules by Emmis and by all other decisions of Emmis which are final and binding in all matters relating to the Contest.

NO PURCHASE NECESSARY:

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

APPLICABLE LAW (VOID WHERE PROHIBITED):

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

CONTEST SPONSORS:

The sponsors of the contest are Emmis and Forum Credit Union (the “Sponsors”).

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

Sponsors reserve the right to cancel, terminate, modify or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs”, tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of any Sponsor to cancel, terminate, modify or suspend any Contest shall be final in all respects.

ELIGIBILITY:

Geographical, Age and Parental Consent Requirements: The Contest is open to the legal United States residents of the state of Indiana who are at least 18 years of age or older at time of entry (unless otherwise specified). Only a parent or legal guardian of a child may submit a photograph of their own child in this Contest. Sponsors reserve the right to refuse to award a prize to any person submitting a photograph of a child for whom they are not the parent or legal guardian. Sponsors reserve the right to refuse to award a prize to or on behalf of a minor.

Contest Entity and Immediate Family Member Ineligibility: The officers, directors, employees, contractors, and agents of Emmis, Emmis Communications Corporation, Emmis Operating Company, any other Sponsor(s) and any entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

Past Prize Winners: Participants who have won an Emmis contest in the last thirty (30) days or who have won prizes valued over \$600 in the last twelve (12) months are ineligible.

Employer Restrictions: Participant is solely responsible for reviewing and understanding Participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of their employer’s policies.

HOW TO ENTER:

The Contest begins on January 1st, 2020 at 12:00 am (ET) and ends on December 31st, 2020 at 11:59 pm (ET) (the “Entry Period”). Eligible participants can enter in the following different ways:

Via the Internet:

During the Entry Period, eligible Participants can go to **www.1075thefan.com** and follow the entry instructions regarding how to enter the Contest by uploading a photograph of the child for whom they are the parent or legal guardian (the “Submission”). Only the parent or legal guardian is eligible to submit a photograph of their own child to enter the Contest. The Submission may not contain any images of anyone other than the parent or legal guardian who is entering the Contest and his/her/their minor child. Any Submissions that do not adhere to these requirements will be disqualified from the Contest.

All Participants must accurately complete all required fields or entry will be deemed invalid. In order to participate, you will need Internet access and a valid email address. Limit one entry per person.

Entries Are the Sole and Exclusive Property of Sponsors: All Contest entries and/or related submissions become the sole and exclusive property of the Sponsors upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity.

Original Content; Ownership: Each Participant, by participating in the Contest, represents and warrants that they are the exclusive owner of the copyright and all other proprietary rights in their Submission. Participant further represents and warrants that they have the right to grant to any third

party the right to use, reproduce, distribute, perform and display the Submission. All Submissions must have appropriate clearances, permissions and releases PRIOR to uploading or may be eliminated from the Contest.

False Fraudulent or Deceptive Entries or Acts: Participants who, in the view of Sponsors, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of the Sponsors, the Sponsors are not responsible for any problems which affect or result from participation or attempted participation in the Contest. This includes but, is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to Sponsors' computer network;
8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
9. Printing errors;
10. Equipment malfunctions; and
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

PRIZES:

A total of twelve (12) prizes will be randomly awarded in the Contest from among all eligible entries received during the Entry Period. Each prize consists of one hundred dollars (\$100) that is deposited in a Forum Credit Union Sprout account. No transfer, assignment or substitution of a prize is permitted, except Sponsors reserve the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the

approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made. To receive the prize in this Contest, eligible Participants will be required to complete any account set-up requirements and abide by any account policies established by FORUM Credit Union to properly establish and/or maintain a Sprout account.

TAXES:

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period 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.

ODDS OF WINNING:

The odds of winning will depend on the number of eligible entries received.

WINNER SELECTION:

One (1) winner will be selected randomly on or about each of the following dates from among all eligible entries received during the Entry Period: February 1, 2020; March 1, 2020; April 1, 2020; May 1, 2020; June 1, 2020; July 1, 2020; August 1, 2020; September 1, 2020; October 1, 2020; November 1, 2020; December 1, 2020; January 2, 2021. Winner(s) will be contacted by Sponsors by phone or email promptly following winner selection.

HOW TO CLAIM A PRIZE:

Claiming the Prize: The Participant prize-winner must pick up their prize within thirty (30) days at Emmis' business office located at 40 Monument Circle, Indianapolis, IN 46204. The prize may be picked up any time between the hours of 9:00 a.m. and 5:00 p.m. ET Monday-Friday but excluding holidays. The Sponsors have the right in their sole discretion to mail the prize to the winner. Where this occurs, the winner will initially be sent the required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the prize. Additionally, in the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

Prerequisites to Prize Award: Prior to being awarded a prize, winners are required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Sponsors reserve the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in the Sponsors' sole discretion.

Winners, and to the extent a winner is a minor, their parents or legal guardian(s) as well, are required to execute an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement and a completed IRS W-9 before any prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law,

failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Prize Forfeiture: Any winner who fails to pick up the prize within thirty (30) days from the date of winning for any reason, and fails to obtain an extension from Emmis, will forfeit the prize. Emmis reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Additional Costs: Any costs relating to the prizes are the sole responsibility of the winner.

WARRANTIES AND REPRESENTATIONS:

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsors that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules and the General Rules, and by all applicable laws and regulations, and the decisions of the Sponsors; and (iii) waive any rights to claim ambiguity with respect to these Rules and the General Rules; (iv) they are the sole creator and owner of the Submission; (v) the Materials (as hereinafter defined) or any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy); and (vi) are the parent or legal guardian of the child depicted in the photograph submitted as a Contest entry and have obtained express permission from the parent or legal guardian of any other minor depicted in the photograph to submit the photograph as a Contest entry. "Materials," as used in this subsection means any and all information and content provided by or submitted by the Participant to enter the Contest, including but not limited to the Submission. Sponsor's acceptance and/or utilization of the Materials hereunder shall not constitute a waiver of Participant's representations, warranties or agreements in respect thereof, or a waiver of any of Sponsor's rights or remedies.

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering the Contest, all Participants, for themselves and on behalf of his/her/their minor child or children, agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Emmis, Emmis Communications Corporation, Emmis Operating Company, FORUM Credit Union, the other Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, all Participants, for themselves and on behalf of his/her/their minor child or children, agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other social media platform. By submission of an entry, Participant releases Facebook, Twitter, Instagram, and all social media platforms from any responsibility or liability for the Contest's administration, prizes or promotion. You are providing entry information to the Sponsor and not to Facebook, Twitter, Instagram and all social media platforms.

PUBLICITY RELEASE:

Unless prohibited by applicable law, Participant, for itself and on behalf of any minor child or children portrayed in the Submission or Materials, authorizes and irrevocably grants to Emmis and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Emmis and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

LICENSE

By participating in the Contest, Participant irrevocably grants to Sponsors the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available and otherwise use the Materials throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, if applicable, radio and television broadcasts, and cable and satellite transmissions, without payment of any compensation to Participants in connection with the Contest.

DISQUALIFICATION:

All participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Sponsors, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest;

(iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

Sponsors reserve the right in its sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsors reserve the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

AGREEMENT TO ARBITRATE:

To the fullest extent permitted by law, by participating in the Contest, a Participant understands and agrees that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- b. any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- c. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event and under no circumstances will Participants be permitted to obtain awards for attorneys' fees, and Participants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- d. any claim or dispute regarding the Contest or these Official Rules will be resolved pursuant to the laws of Indiana, without regard to the conflicts of laws and rules of Indiana;

- e. any claim or dispute regarding the Contest or these Official Rules will be resolved in a tribunal within the state of Indiana, and Participants submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
- f. if for any reason a claim or dispute regarding the Contest or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

GENERAL RULES/LIST OF WINNERS:

Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: 93.5 & 107.5 The Fan Forum Credit Union Sprout of the Month Contest Rules and/or Official Contest General Contest Rules, 40 Monument Circle, Suite 400, Indianapolis, IN 46204. These Rules and the General Rules may also be found at www.1075thefan.com.

For a list of any Contest winners send a self-addressed, stamped envelope to: 93.5 & 107.5 The Fan Forum Credit Union Sprout of the Month's Winners List, 40 Monument Circle, Suite 400, Indianapolis, IN 46204.

SPONSORS:

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