## **Official Contest Rules**

Magic City Classic Keepsake Box

Terms and Conditions of Entry: NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS APPLY. This sweepstakes ("Sweepstakes") is operated by 95.7 Jamz ("Operator"). The Sweepstakes is subject to these Official Sweepstakes Rules, which shall be deemed to include the specific information outlined at the top of this page and that can be found on the sweepstakes information page (the "Sweepstakes Information Page"). The Sweepstakes Information Pages is available at http://jamznation.957jamz.com/Contest/1VJYFJ. To enter the Sweepstakes you must complete the online entry form on the Sweepstake Information Page, and if [Points] are required for entry, you must submit the required number of [Points] for an entry, at which time the [Points] will be deducted from your account. The maximum number of entries allowed for this Sweepstakes (and the frequency with which you can enter, if multiple entries are permitted) is 1 per contest. An entry will not be valid unless all of the required fields of the online entry form are completed and the information is valid. Once submitted, an entry cannot be deleted, canceled or modified, except by the Operator. In the event of a dispute as to entries submitted by multiple individuals using the same computer, an entry will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provide, online service provider or other organization responsible for assigning email addresses for the domain associated with such account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disgualify any entries by persons determined to be tampering with or abusing any aspect of the Sweepstakes. You may also participate in a Sweepstakes through an offline entry. No [Points] are required for an offline entry. To enter offline, you must mail a 3" x 5" card to Frankly Media, Inc., 2110 Powers Ferry Road., Suite 470, Atlanta, GA 30339. You may enter offline as often as you wish, but limit one card per outer postmarked envelope. The card must include the following information in legible, hand-printed or typed English: your full legal name, complete home postal address, home telephone number with area code, the user name and email address you entered when you registered for the Service, your age, gender and the name and Item ID number of the Sweepstakes (1VJYFJ). All offline entries must be received on or before the entry deadline, except that if a sweepstakes entry deadline is on a Saturday, Sunday or holiday, your offline entries must be received by the immediately preceding business day. If you are concerned about your mail-in entry being received by the entry deadline, then during the three business days immediately preceding the drawing date of a Sweepstakes you may fax in a photocopy of your offline entry card for that Sweepstakes. Limit one card per facsimile. The facsimile must contain a photocopy of the card with the full information listed above and must be received by the entry deadline. After faxing a copy of your entry card, you must still mail in your original entry card for your facsimile entry to be valid. Your original entry card must be postmarked prior to the entry deadline and must be received no later than 4 days after the drawing date. If your original entry card is not received by mail within 4 days after the drawing date, your facsimile entry will be void and you will forfeit any and all interest in the prize(s). Send all facsimiles to 770-818-5794. Operator is not responsible for any incomplete, late, lost, misappropriated, illegible, damaged, postage-due or misdirected mail-in entries, or for failure to receive online entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning or unavailability of any network, hardware or software, whether originating with sender or Operator.

**Eligibility:** Sweepstakes are open natural persons and legal residents of the United States. You must be at least 13 years of age to enter unless a different age eligibility requirement is specified on the Sweepstakes Information Page. You must have a valid street address in the United States. (a P.O. Box address will not suffice). Certain Sweepstakes may be offered only to particular segments of the applicable Service. Employees or agents of WBHJ-FM, other radio stations in [insert metro area], Frankly Media, Inc., and each of their respective affiliates, subsidiaries, and parent companies and the immediate family members of and persons domiciled with such persons are not eligible to participate.

**Prizes:** Prizes for Sweepstakes include only those items expressly listed on the Sweepstakes Information Page for the corresponding Sweepstakes. Any other costs associated with the use or ownership of the prize is the sole responsibility of the winner. The Approximate Retail Value of each Magic City Classic Keepsake Box that includes: Coca-Cola aviator sunglasses, Alabama Power Co. cell phone ring light, Regions Bank face mask, McDonalds promotional item, and a 4-pack of tickets to the is 100.00. Winners, 1 to be selected, will be by a random drawing from among all eligible entries received during the Sweepstakes Period. Winners will be notified by email that the prize will be available to be Pick Up. In the event the winner cannot be reached within 14 days following attempted notification, or if the prize or prize notification is returned as unclaimed or undeliverable, the prize will be forfeited and an alternate winner may be selected. No substitution of any prizes except by Operator. No prize transfer permitted. No prizes will be refunded or exchanged for cash. If a prize is unavailable, Operator reserves the sole right to substitute a prize of equal or greater value. All taxes, fees, and surcharges on prizes are the sole responsibility of the winner. Operator will not ship any prizes to an address outside the United States.

**Odds of Winning:** The odds of winning a prize depend on the number of eligible entries received for each drawing. Sweepstakes may be offered in multiple presentations conducted regionally or nationally in multiple cities and through other websites, and odds of winning may depend on number of eligible entries received through such other presentations. Sweepstakes that are promoted and accessible only to users eligible to participate in this Service are noted as such by the display of the reward type 'L'. Sweepstakes promoted and accessible in multiple markets to users of this Service and other services are noted as such by display of the reward type 'MM'.

Affidavits and Releases: Winners may be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability within 14 days of notification of winning. Failure to sign and return the affidavit and release within such period or to comply with any term or condition of these Official Rules may result in disqualification and forfeiture of any interest in a prize. By participating and accepting a prize, winner agrees to provide his/her name, address, voice, photograph, videotape and any other likeness as requested by Operator for advertising or publicity purposes and to the use of such material and statements made by or attributed to him/her relating to Operator or the Sweepstakes, and releases any and all rights to said use in any and all media without further compensation except where prohibited.

Limitation on Liability: By entering, all entrants release Operator and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, promotional partners and employees from any and all liability with respect to or in any way arising from this Sweepstakes and/or acceptance or use of the prizes, including liability for personal injury, death, damages, or loss. Operator is not responsible for prize quality or utility. Operator is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions in the Sweepstakes. Operator assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Operator is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any person's computer or data related to or resulting from participating or downloading materials in this Web site or Sweepstakes. Operator is not responsible for cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Sweepstakes, or to defraud the Sponsor in any way, may be prosecuted to the fullest extent of the law. Participants engaging in any of the foregoing activities will be disqualified and will forfeit any prizes won. If, for any reason, the Sweepstakes is not capable of operating as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Operator which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Operator reserves the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes and award prizes among eligible entries received.

Sweepstakes Disputes: As a condition of participating in this Sweepstakes, participant agrees to be bound by these Official Rules and that any and all disputes which cannot be resolved between the parties, and any causes of action arising out of or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action. Participants consent to the exclusive jurisdiction of the courts located in Cobb County, Georgia, and agree that all matters pertaining to these Official Rules and disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to any conflicts or choice of law rules or provisions (whether of Georgia or any other jurisdiction). Further, notwithstanding the Terms, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., his or her costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is found to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**Winner's List:** For a Winner's List, available thirty (30) days following the end of the Sweepstakes Period, send a self-addressed, stamped envelope to: Frankly Media, Inc. Sweepstakes Winner's List, 2110 Powers Ferry Road., Suite 470, Atlanta, GA 30339. Please indicate which month's winner's list you would like to receive.

**Operators:** This Sweepstakes is operated by 95.7 Jamz. To contact the Operators, write to Frankly Media, Inc., 2110 Powers Ferry Road., Suite 470, Atlanta, GA 30339.

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