

# GENERAL RULES FOR RED APPLE MEDIA RADIO STATION CONTESTS & SWEEPSTAKES

**No purchase is necessary to enter or win; a purchase will not improve your chances of winning**

A complete copy of these General Rules can be obtained at the offices of WABC(AM), operated by Red Apple Media Inc. ("Red Apple"), during normal business hours Monday through Friday (excluding holidays), or by sending a self-addressed, stamped envelope to Red Apple Media Inc., 800 Third Ave 2<sup>nd</sup> Floor, New York, NY 10022. These General Rules, in addition to contest/sweepstakes-specific rules (the "Specific Rules"), will govern all contests or sweepstakes (each a "Promotion" and, collectively, "Promotions") conducted by WABC(AM), including, without limitation, on-air, online, and text-based Promotions, and Promotions conducted through a WABC(AM) or Red Apple social media account (e.g., Facebook, Twitter, etc.). In the event of a conflict or inconsistency between these General Rules and the Specific Rules, the Specific Rules will govern. Any individual who enters, attempts to enter or in any way participates or attempts to participate in a Promotion agrees to be bound by these General Rules and the Specific Rules as well as by all interpretations of the rules by Red Apple and by all other decisions of Red Apple which are final and binding in all matters relating to the Promotion.

1. **No purchase is necessary to enter or win. All applicable federal, state, and local regulations apply.** Void outside the U.S. and its territories, possessions, and commonwealths and where prohibited by law.
2. **Entries.** Entries, and all information contained therein or transmitted therewith, become the sole property of Red Apple, including all rights in and to the intellectual property of each entry, and will not be returned or acknowledged. Entries that, as determined by Red Apple in its sole discretion, are indecent, lewd, offensive, defamatory, profane, or are otherwise objectionable, or that contain material that may infringe upon any third party's intellectual property rights, will be disqualified. Use of any automated system to enter or participate is prohibited and will result in disqualification. Red Apple is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected entries. Where applicable, entries will be deemed made by the "authorized account holder." The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to show proof of being the authorized account holder. Entrants are not permitted to share email addresses.
3. **Verification of Potential Winner.** POTENTIAL PROMOTION WINNERS ARE SUBJECT TO VERIFICATION BY RED APPLE, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. The potential winner must continue to comply with all terms and conditions of these General Rules and the Specific Rules and winning is contingent upon fulfilling all eligibility and other requirements. The potential winner may be required to sign and return to Red Apple,

within three (3) business days of the date documents are sent, a winner declaration, an affidavit of eligibility, a liability/publicity release (except where prohibited), an IRS tax form, and/or any other Promotion-related documents provided by Red Apple. Such documents must be signed and returned in order for potential winner to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return any required documents within the required time period, or otherwise fails to reasonably communicate with Red Apple, such potential winner will be deemed to have forfeited the prize. In the event that a potential winner is disqualified or forfeits the prize for any reason, Red Apple may, at its sole discretion, award the prize (or any portion thereof) to an alternate winner or award the prize (or any portion thereof) in another contest or sweepstakes.

4. **Prizes.** There is no substitution, transfer, or cash equivalent for prizes, except that Red Apple may, in its sole discretion, substitute prizes of comparable value. If a prize becomes unavailable for any reason, Red Apple reserves the right, in its sole discretion, to substitute a prize of comparable value. Prizes are expressly limited to the item(s) specified in the Specific Rules and do not include taxes, gratuities, or any other expenses. Red Apple is not responsible for any cancellation, rescheduling, or other modification to an event (including, without limitation, concerts and other live events) conducted by a third party. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Unless otherwise specified in the Specific Rules, any airfare awarded as a prize will be valid for an economy-based fare, flights must depart and return to a major airport in the New York metropolitan area, and ground transportation and baggage fees will not be included. Unless otherwise specified in the Specific Rules, any hotel accommodations awarded as a prize will be based on double-occupancy at a hotel selected by the Station in its sole discretion. No more than the stated number of prizes will be awarded.
5. **Taxes.** All local, state and federal taxes; costs; fees; and expenses associated with a prize or the acceptance and use of any prize are the sole responsibility of the winner. An IRS form 1099 will be issued to winners receiving prizes valued at \$600 or more in a calendar year.
6. **Release.** By entering a Promotion, participant agrees to release, hold harmless, indemnify and defend Red Apple, its subsidiaries, related and affiliated companies, participating sponsors, prize suppliers and any other entity involved in sponsoring, fulfilling, administering, advertising or promoting the Promotion, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, damages or liability arising out of or relating to a participant's entry, attempted entry, participation or attempted participation in a Promotion; acceptance, use, non-use or misuse of a prize (including any travel or activity related thereto); and/or the broadcast, publication, exploitation or other use of participant's name, likeness, voice, city of residence, biographic information, or statements. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. This Promotion 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 other social media platforms from any responsibility or liability for the Promotion's administration, prizes or promotion. Participants are providing entry information to Red Apple and not to Facebook, Twitter, Instagram, or any other social media platform.

7. **Publicity.** Unless prohibited by applicable law, participant authorizes and irrevocably grants to Red Apple and the other Released Parties permission to, from time to time and without further compensation, notice or permission, reference and discuss participant and participant's participation in the Promotion on-air or online (including, without limitation, in social media); in photographs, video recordings, digital images, or audio recordings; in publications, newsletters, news releases, or other printed or digital materials; and in materials made available in other media now known or hereafter developed. Such reference and discussion may involve participant's name, likeness, or voice, and involve the disclosure of participant's personal/biographical information.
8. **General Conditions.** Red Apple reserves the right to cancel, suspend, and/or modify any Promotion, in whole or in part, in its sole discretion and for any reason, including without limitation if it learns of or suspects that any fraud, technical failure, or other factor beyond its reasonable control has impaired the integrity or proper functioning of the Promotion. Red Apple reserves the right in its sole discretion to disqualify any individual it finds or suspects to be (a) tampering with the entry process or operation of the Promotion; (b) acting in violation of these General Rules or the Specific Rules; (c) gaining an unfair advantage in participating in the Promotion; (d) obtaining winner status using false, fraudulent or deceptive means; or (e) engaging in disruptive, annoying, harassing, or threatening behavior. Any attempt by any person to deliberately undermine the legitimate operation of a Promotion may be a violation of criminal and civil law and Red Apple reserves the right to seek damages from any such person to the fullest extent permitted by law. Red Apple's failure to enforce any term of these General Rules or the Specific Rules will not constitute a waiver of that provision. The failure of Red Apple to comply with any provision of these General Rules or the Specific Rules due to an act of God, war, fire, riot, terrorism, pandemic, or action of governmental authorities outside of the control of Red Apple will not be considered a breach of these Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of the General Rules or Specific Rules, or the rights and obligations of participants in connection with any Promotion, will be governed by, and construed in accordance with, the laws of the State of New York.
9. **Limitations of Liability.** The Released Parties are not responsible for: (a) incorrect or inaccurate entry information; (b) technical failures of any kind, including, without limitation, malfunctions, interruptions, defects or disconnections in phone lines or computer networks; (c) unauthorized human intervention in the entry process of administration of the Promotion; (d) typographical, technical or human error that may occur in the administration of the Promotion or the processing of entries; or (e) 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 Promotion or receipt or use, non-use or misuse of any prize.

10. **Agreement to Arbitrate.** To the fullest extent permitted by law, by participating in the Promotion, participants understand and agree that:
- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it will 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 a Promotion, or any prizes awarded, will 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 will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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 a Promotion, these General Rules or the Specific Rules will be resolved pursuant to the laws of the state of New York, without regard to the conflicts of laws rules of New York;
  - e. any claim or dispute regarding Promotion, these General Rules or the Specific Rules will be resolved in a tribunal within the state of New York, 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 a Promotion, these General Rules or the Specific Rules proceeds in court rather than through arbitration, there will not be a jury trial.

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

11. **Entrant's Personal Information.** Information collected from entrants is subject to Red Apple's privacy policy, which is available on WABC(AM)'s website.

**SPONSOR: Red Apple Media Inc., 800 Third Ave 2<sup>nd</sup> Floor, 10022**