

WINNER'S DECLARATION AND RELEASE AGREEMENT

This WINNER'S DECLARATION AND RELEASE AGREEMENT is executed on the date set forth below by the undersigned winner (or the parent or legal guardian of a winner) of a station contest (the "Contest"), in favor of radio station 77 WABC, Red Apple Media, Inc., its subsidiary companies, affiliates, directors, officers, employees and agents (collectively, "Red Apple Media, Inc."), whose address is 800 Third Ave, 2nd Floor, New York, NY 10022, sponsor of the Contest. I hereby declare and affirm the following:

1. I am a legal U.S. resident at least 18 years of age and I currently reside at the address set forth below.
2. I entered the Contest in accordance with the Official Promotional Rules ("Rules") and that I have read and understand those Rules. I am submitting this Winner's Declaration and Liability Release Agreement to Red Apple Media with the understanding that it will be relied upon to determine whether I am entitled to receive the Contest prize (the "Prize"), which I was selected to win as part of the Contest. I understand and acknowledge that Red Apple Media, Inc., has no obligation under the Rules to provide any additional, separate, or substitute prize to me in connection with the Contest.
3. In consideration of the Prize, I, by signing below, expressly assume all risks of any nature whatsoever related to the Contest, my participation therein, the Prize, and/or my acceptance or use thereof, and I hereby release Red Apple Media, Inc., of and from any and all claims, demands, damages, actions and causes of action, torts, obligations, costs, losses, claims, liability for bodily injury, death or other type of damage or injury of any nature whatsoever, whether in law or in equity, whether known or unknown, that I hereafter have or may have, arising from or by reason of or in any way connected with any transaction, event, or circumstance that occurs or exists by reason of the Contest, my participation therein, and/or my acceptance or use of the Prize. ***The release contained in this paragraph is intended to be broad and to release Red Apple Media, Inc., from all liability for all claims arising out of any loss, damage or injury (including personal injury or death) to my person or property that results from any accident, transaction, event, circumstance, act or omission in connection with the Contest, the Prize and/or my acceptance or use thereof.*** I understand that by accepting the Prize, Red Apple Media, Inc. has fulfilled all obligations it has or may have to me in connection with the Contest, and I have no further claims against Red Apple Media, Inc. in connection with the Contest or Prize.
4. I hereby give Red Apple Media, Inc. and its licensees, affiliates, and assigns the right to broadcast, or publish my name, city of residence, photo, video tape, film or any other likeness, including my voice, recorded or live, for any reason that Red Apple Media, Inc. deems necessary without compensation, unless prohibited by law, and I hereby release any and all claims I may have against Red Apple Media, Inc. for such use. I further acknowledge that Red Apple Media, Inc. owns or will own exclusively any

- photographs of me used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and I hereby assign all such ownership rights to Red Apple Media, Inc.
5. I further agree to not to make any disparaging, negative, or defamatory comments, whether written or oral, about Red Apple Media, Inc., the Contest, or the Prize. I hereby covenant and agree to not take any action that is designed or intended to have the effect of discouraging any listener, employee, customer, supplier, or other business associate of Red Apple Media, Inc. from maintaining a business relationship with Red Apple Media, Inc.
6. I am not, nor is any member of my immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of my household (whether related or not), an employee, agent, subsidiary, or affiliate of Red Apple Media, Inc., other participating sponsors or an employee of any other broadcasting company. I have not, nor has any member of my immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of my household (whether related or not) won more than three (3) different prizes from Red Apple Media, Inc. within the thirty (30) days prior to the date I entered the Contest began.
7. I agree to return to Red Apple Media, Inc. any prize that may be awarded to me if any statement made by me in this Declaration and Release is false. I understand and acknowledge that all federal, state, local, and any other applicable taxes are my sole responsibility and that Red Apple Media, Inc. will report my winnings to the Internal Revenue Service in accordance with the law. This Agreement shall be binding upon my heirs, successors, assigns and legal representatives. This Agreement shall be governed by the laws of the state in which the Station is located.
8. If you win more than six hundred dollars (\$600) in prizes over the course of a single year, you are required to fill out, sign and return to us a W-9 IRS Tax form. At such time that you have met that threshold we will require your social security number for tax reporting purposes before we can issue you the prize.

Print Name: _____

Address: _____

Date: _____
Date of Prize Won: _____
Name of Prize Won: _____

Please **SIGN HERE** if you agree to have your prize mailed to the address above.
"I do not hold 77 WABC responsible if my prize is lost, late, stolen, or damaged in the mail"