

## **Rules & Policies for 80's Throwback Artist of The Day Contest**

The following are the terms and conditions shall be applicable to all participant and winners of the 80's Throwback Artist of The Day Contest:

1. Description of Contest. The contest begins on April 9, 2018 and ends on May 18, 2018. The Station will promote an Artist of the Day for each weekday. On each weekday at approximately 8:40am, 9:40am, 12:40pm and 4:40pm the Station will play a song by the Artist of the Day and attempt to award a cash prize to the 25th caller. Monday through Thursday, each cash award will be \$250.00 and on Friday, each cash award will be \$500.00. Songs by the Artist of the Day that are played at times other than designated above are not eligible for cash prizes.
2. Eligibility and Limitations per station. Participants and winner(s) must be U.S. residents at least 18 years old as determined by the Company, residing in the San Diego metropolitan area. Employees of the Company, the Contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and 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. Each participant may win only one (1) cash prize during this contest.
3. If a winner is disqualified, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. Station promotions and contests may require you to be a member of Club MAX in order to participate.
4. Telephone and Delivery Disclaimer. Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. 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 Contest, 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 Contest.
5. Publicity; Privacy. By participating, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree

that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

6. Voting Contests. By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. Voting is limited to one vote per verified email address. If an entrant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Station reserves the right to disqualify the entrant in its sole discretion. If the contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Company reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions of the judges are final.
7. Consumer Created Content. If the entry for the Contest requires creative material from the participant/entrant, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the company and the station a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.
8. Release. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.
9. Taxes. Any valuation of the prize(s) stated above is based on available information provided to the Company, and 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. 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. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning over \$600 in prizes from a station 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. I understand that by signing this document, I will be held responsible for the taxes of this prize.
10. Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. The Company reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or

has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, 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 Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.

11. Miscellaneous. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. No purchase necessary to participate or win. Void where prohibited. Odds of winning depend upon the number of participants. The Company may substitute prizes of equivalent value, amend the rules or discontinue the Contest at any time as announced on the Station(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. Written copies of these rules are available during normal business hours at the business offices of the Station(s) and by mail upon written request with a stamped, self-addressed return envelope. All entries become the property of the Company and will not be returned. To be removed from our direct mail, email or fax lists, visit the main office of the Station during regular business hours, or send a self-addressed stamped envelope with contest name to Broadcast Company of the Americas 6160 Cornerstone Ct., East Ste#100 San Diego, CA 92121
12. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law
13. Modifications. The Station(s) reserve the right to modify these rules at any time. The Station(s) also reserve the right to establish separate rules for specific contests.
14. These rules shall supercede the General Rules published on the Company's websites for this specific contest.