

## 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 2 Penn Plaza 17th Floor, New York, New York 10121, 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. My Social Security Number or taxpayer ID is set forth below.
2. I entered the Contest in accordance with the General Rules and Specific Rules (collectively, "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, Inc. 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 acknowledge and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. I acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." 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 photograph, video tape, film, or otherwise record my name, city of residence, likeness, voice or statements for the purpose of broadcasting, publishing, or otherwise using such 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, video or digital recordings 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 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 radio station serving the New York Designated Market Area. 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 a prize from Red Apple Media, Inc. within the thirty (30) days prior to the date the Contest began or won a prize from Red Apple Media, Inc. valued at \$500 or more within the sixty (60) days prior to the date the Contest began.
  7. I agree to return the Prize to Red Apple Media, Inc. 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 of New York.

**I HAVE READ THE RELEASE CONTAINED HEREIN AND I FULLY UNDERSTAND ALL OF ITS TERMS. I HAVE EXECUTED THIS WINNER'S DECLARATION AND RELEASE AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Date: \_\_\_\_\_  
Name of Prize Won: \_\_\_\_\_  
Date of Prize Won: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

"I do not hold 77 WABC / Red Apple Media, Inc. responsible if my prize is lost, late, stolen, or damaged in the mail"

Please **SIGN HERE** if you agree to have your prize mailed to the address above:

\_\_\_\_\_