

CONTEST RULES FOR RANDOM ON AIR STATION GIVEAWAYS

Station: WAIL FM

Station Address: 5450 McDonald Ave Suite 10 Key West, FL 33040

Telephone: 305-294-2523

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Open to legal residents of the United States who are **18 years of age or older unless otherwise announced** or stated herein. Void outside participating Station's Total Market Area (TMA) and where prohibited. Do not enter this contest if you are not located in the United States at the time of entry. Odds of winning depend upon the number of eligible entries received during the Contest Period.

Florida Keys Media LLC., its subsidiaries and affiliated companies (together, the "Company"), will conduct its contests substantially as described in the official contest rules, and by participating, each participant agrees as follows:

The Company may from time to time conduct contests concurrently and simultaneously on several participating radio stations owned and not owned by the Company, and in various States, and the Company may add or remove participating stations or change call letters of any participating station at any time during a contest as announced on the affected station. Participating stations are listed above or for a list of participating stations, please visit the offices of this Station during normal business hours.

The Contest is administered by the Company and any questions, comments or complaints regarding the Contest must be directed to the contest administrator. Entrant(s) acknowledges and understands that any information provided will be used for administering the Contest and in accordance with Clear Channel privacy practices found [here](#). The Contest sponsor(s), promotional partners and administrator is herein collectively referred to as the Contest Entities.

1. Description of Contest/Participation.

A. Dates of Contest: Periodically the Station will conduct Station sponsored contest giveaways for various prizes. Typically these type of giveaways are done live on-air during the weekdays between 6 am eastern and 12 pm eastern at various times during the Program, the DJ will announce a Call In To Win opportunity, sounding the "cue to call". Each cue to call announced is specific to the contest or giveaway and serves individually as the specified "Contest Period". These rules are for the period beginning 4/01/2014 thru 2/01/2015

B. How to Play and Winner Selection: Throughout the Contest Period a "sunder" or cue to call will be aired randomly at various times along with a message instructing listeners to call for a chance to become a winner. Listen to the Station weekdays for the DJ to announce the cue to call in and be the designated numbered caller to the Station's contest line. The correct caller will either automatically win the announced prize or be required to perform a task (i.e., answering a trivia question correctly), as determined by the Station and announced during the cue to call to win. Listen to the Station for details on specific giveaways and for the times to play. The dates, times, winner selection and prizes will vary with each station giveaway, as determined by the Station and announced during the cue to call. **Winner must be the designated caller to the phone number announced; the designated caller, if eligible, will be a winner. If Company determines the designated caller is not eligible, the Company may select the next consecutive eligible caller as the winner for that playtime. Listen to the participating stations for details on specific times to play.**

The Company assumes no responsibility for contestants not making timely phone calls to the station as a result of the delays in the Internet stream. WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest Participants should not rely on streamed broadcasts. Contestants may contact their local station to determine participation or visit the Station's website. Contest not valid on weekends and holidays unless otherwise mentioned herein or announced on air. Entrant participation and how the winner will be determined will vary depending on the contest as established by the Station and announced accordingly. Please refer to the on air announcement for specifics on participation and how a winner will be determined. Only one entry per person per household permitted for the duration of the Contest. Entries are subject to any applicable restrictions or eligibility requirements listed herein. Entries will be deemed made by the authorized account holder of the email or telephone phone number submitted at the time of entry and qualification. Use of any device to automate entry is prohibited. The Company is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. Company is not responsible for lost, late, illegible, misdirected, mutilated, postage-due or incomplete entries or mail. When applicable the website administrator's computer will be deemed the official time keeping device for the Contest promotion. **Contest entries must contain all information requested and must be received on or before the deadline for registration to be deemed valid.**

C. Conditions on Participation: If the entrant is unable to verify registration information the entrant will automatically be disqualified and their prize will be forfeited. The Company reserves at its sole discretion the right to choose an alternative qualifier in the event that that a qualifier has been disqualified or is deemed ineligible. The Company is not responsible for any change of email address, mailing address and/or telephone number of entrants. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail or any other form of communication Station may use to contact the qualifier and/or a potential winner. The Station is not obligated to leave voice mail, answering machine or other message. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a qualifier or potential winners or for any late,

misdirected, or if the qualifier or potential winner is a minor, for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given upon notification or unless otherwise stated, the entrant will automatically be disqualified and their prize will be forfeited, no alternative prize will be substituted. Furthermore eligible contestants agree as follows: All decisions of the judges will be final. By participating, you agree (a) to be bound by the Contest's Official Rules; (b) as between you and the Company, that the decisions of the Company is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with the rules, then the eligible winner will be disqualified. The Station, in its sole discretion, reserves the right to select an alternate qualifier and/or potential winner at that time.

2. **Prize(s).** Prize conditions apply. The total approximate retail value ("**ARV**") of the Prize will vary from contest to contest as determined by the Station; refer to each contest's official rules for prize descriptions, value and conditions. Prizes for Call In to Win or "Cue to Call" Contests conducted by the Station will vary and be announced prior to the cue-to-call in. The various prizes awarded will normally range between \$10 and \$200 in approximate retail value. Conditions and restrictions may apply. The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize, except in Company's sole discretion. All prizes must be redeemed from the Station within 30 days of the contest end date unless otherwise stated or instructed at the time the winner is selected or unless required as in date specific prizes. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If the winner is not available on the specified dates, winner will be disqualified and the Company reserves the right to choose an alternative prize winner. For certain prizes which are date specific such as event or concert tickets, the Company is not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded. Company reserves the right to not award the grand prize associated with that canceled event or concert, without any payment or obligation to the winner or potential winner. Any provided tickets are subject to certain terms and conditions specified thereon. Location of seats and tickets are in Company's sole discretion or may be predetermined as supplied by the Sponsor. Winners are solely responsible for any taxes on their respective prizes. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Company. If a prize, or any portion thereof, cannot be awarded for any reason, Company reserves the right to substitute such prize with another prize of equal or greater value, as determined by the Company in its sole discretion. Winner(s) must present state authorized identification prior to being awarded the prize. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. If actual value of the prize is less than the stated ARV, or the winner or his/her guest(s) and/or eligible travel companion(s) forfeit, do not use, or are determined ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. No more than the advertised number of prizes will be awarded. Failure to do so may result in forfeiture of prize in its entirety. The prize elements will be awarded as described herein (subject to legal restrictions, etc). If the winner is disqualified or is found to be ineligible for the contest, the Company reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. By accepting the prize, Grand Prize Winner must agree to the prize conditions on participation and must sign a release to be eligible to receive a prize and hereby agrees that: (i) that all decisions of the Company, judges, and Contest Entities with respect to the Contest are final and binding; (ii) to release the Company, Station and sponsors and their respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Contest and the award or use of the prizes; (iii) to allow the Company to and sponsors to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this contest, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. The Contest Entities are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. All other costs and expenses related to prize acceptance and use not specified as being provided are the sole responsibility of Grand Prize winner. Station does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose. The Station will have no further obligation to winner.

3. **Eligibility and Limitations.** Participants and winner(s) must be at least **18**-years old, as of the date of entry and prize award as determined by the Company, unless otherwise announced at the time the cue-to-call was broadcast on-air and is a legal resident of the 50 U.S. or D.C. The age limit may vary from contest to contest as determined by the Station, please refer to each contest's official rules either written or on air. Subject to the specific contest rules, in general, all contestants must be at least 21 years old to be eligible for all contests affiliated with an alcoholic beverage manufacturer or distributor and must be at least 18 years old to be eligible to participate in contests that include hotel/motel accommodations, motor vehicles, boats, and/or air travel as prizes. No one under the age of thirteen (13) will be permitted to enter a contest under any circumstances. Participants and winners must reside within the participating Station's Total Market Area (TMA) as determined by the Station or otherwise defined by Arbitron. Commonly the TMA represents the total overall radio station's comprehensive listening market audience within a geographic area encompassing all industry defined media market areas. If the Contest is open to minors, a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Unless otherwise stated in the Official Contest Rules, only one (1) entry per person and only one (1) prize per household for the Contest and for any thirty (30) day period. If the Contest involves listener participation by voting for a Contest participant on the station's website then the voting is limited to one vote per person. If a contestant receives multiple and/or irregular votes from the same user or users,

regardless of the source, the Station reserves the right to disqualify the Contestant its sole discretion. The potential prize winner and, if the potential prize winner is under the age of the majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi), the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four (24) hours after the first (1st) delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be selected from all remaining eligible entries. Notwithstanding the determined age requirement set forth above, it is strictly prohibited for anyone who does not meet the age requirement at the time of entry to be allowed to participate in the contest and no one under the age of thirteen (13) shall be permitted to enter any Contests at anytime, under any circumstances. Employees of the Company, the Station, 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 or 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.

4. Tampering and Delivery Disclaimer. (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who The Company determines (in its sole discretion) is or is attempting to: (i) tamper with The Company's Website and/or any part of the Contest; (ii) attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants or The Company's Agents; and/or (iv) otherwise violating these Official Rules or the Terms of Use of The Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE COMPANY AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. If, in The Company's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Contest, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Contest, The Company reserves the right to void suspect Entry and/or evaluations and/or terminate the Contest and award the Prize in its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address, the entry in question may be disqualified. For all contests 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. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, 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. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. 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. Any entry forms in a register-to-win contest must be handwritten. Photocopies or mechanical reproductions of any entry forms are not permitted. By participating in a contest in which text message-based entry is permitted, entrants acknowledge that text messages are distributed and delivered through third party providers; the Stations do not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. Not all wireless carriers support access to a common short code (CSC). The CSC being used to enter a contest may or may not be compatible with all wireless carriers, and as such, you may not be able to enter through the CSC method of entry. Entrants may use the alternative entry method to ensure registration. The Station will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. The Station, through its third party text messaging administrators, will store all messages received on its system, and will send participants reply texts relating to the Contest throughout the Contest Period and up to 60 days. For help text HELP and to stop, text STOP to the specified program short code and follow the instructions provided at the entry process. Standard text and data rates will apply. The Station is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. The Station further reserves the right to cancel, terminate or modify the contest if, in the sole discretion of the Station, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. The Station may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. The Station reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. In the event of termination of the Contest by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company. In no event will the type and quantity of prizes awarded exceed the number of prizes described in the Contest Official Rules.

5. **Publicity; Use of Personal Information.** By participating, where allowed by law, all 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, where allowed by law, participants agree that the Company may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list. For more information about how the Company will use information collected in connection with this Contest, please see Company's privacy policy located [here](#). On occasion participant may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer you products and services of interest with your expressed consent. In the event that participant has agreed to any available opt in opportunities provided from a third party, that may or may not be associated with this Contest, participant understands and acknowledges that information (including participant's personally identifiable information) provided will be collected independently by Clear Channel (the Company) and the third party providing the opt in opportunity and individually be used by both companies subject to the terms of their respective privacy policies. Any available opt-in opportunities are not required to enter the Contest, and consent to opt-in will not improve your chances of winning.

6. **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 award, receipt and/or use or misuse of any prize, including any travel related thereto. In order to receive a prize, participants must sign an official waiver form provided by the Company.

7. **Taxes.** Any valuation of the prize(s) stated in the Rules 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 related to the prize(s) and paying any expenses associated with any prize(s) which are not specifically provided for in the official rules. 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. Any person winning over \$600 in prizes from the Company 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.

8. **Conduct and Decisions.** By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. 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 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. If, for any reason, more bona fide winners come forward seeking to claim the Grand Prize, the winner may be selected in a random drawing from among all persons making purportedly valid claims for the Grand Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the advertised number of prizes will be awarded. All decisions will be made by the Company and are final. Any reference in these Official Rules or as part of the Contest to The Company's, Station's and/or Sponsor's "discretion" and/or any exercise of discretion by Sponsor, Station or the Company shall mean in Company's, Station's and/or Sponsor's "sole and unfettered discretion." Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law. The Company further reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) cancel, terminate or modify the contest if, in the sole discretion of the Company, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort ; (iii) alter or amend these Contest rules at any time; and (iv) stop or conclude the Contest at any time without prior notice. Material changes to the contest rules will be broadcast on-air, when practical.

9. **Miscellaneous.** Specific contests may have additional or amended contest rules, these rules are to be referenced for the Company's general contesting rules, refer to the specific contest's Official Rules for the individual terms. Void outside the Designated Market Area and where prohibited unless otherwise determined by the Company. Odds of winning depend upon the number of eligible entries received during the Contest Period from all participating stations. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, 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. For a copy of the rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or visit the Station's website. All entries become the property of the Company and will not be returned. As a condition of participating in the Contest, participants agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of Contest's Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

10. **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 applicable local and state law