

**PLOENER RADIO GROUP, LLC**  
**GENERAL CONTESTING RULES**

**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 specified). All contests are open to the general public except for employees, agents, subsidiaries and affiliates of Ploener Radio Group, participating sponsors, their immediate families, and household members. Odds of winning depend upon the number of eligible entries received during the Contest Period.

Ploener Radio Group, LLC its subsidiaries and affiliated companies (together, the “Company”), will conduct its contests substantially as described in these general contesting rules, and by participating, each participant agrees as follows:

1. Description of Contest/Participation:

- a. Dates of contest: Dates will vary from contest to contest as determined by the Station.
- b. How to enter: Listen to the Station for details on specific contests. The entry methods will vary from contest to contest as determined by the Station, please refer to each contest’s official rules on how to enter and the deadline for entry. All Entries become the property of Company and will not be returned. Company is not responsible for lost, late, illegible, misdirected, mutilated, postage-due or incomplete entries or mail.
- c. How to Play and Winner Selection: Listen to the Station for details on specific contests. Entrant participation and how the winner will be determined will vary depending on the contest as established by the Station. Please refer to the individual contest’s official rules for specifics on participation and how a winner will be determined. 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. The Company is not obligated to leave voice mail, answering machine or other message. The Contest/Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify potential winners or for any late, misdirected, or if the potential winner is a minor, for late, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

2. Prize(s)

- a. All prizes are awards “as is.” 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 in the contest’s official rules. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. 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. In the event prizes are event tickets, Company is not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded, in Company’s sole discretion. Location of seats and tickets are in Company’s sole discretion. No more than the advertised number of prizes will be awarded.
- b. Trip Prize Conditions: If a trip prize is awarded, winner is responsible for transportation to and from destination, unless otherwise noted. Any difference between stated approximate retail

value and actual value of Prize will not be awarded and is specified in the Official Contest Rules. Selection of hotel is solely within Company's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner. All travel must be taken on dates specified or prize will be forfeited and may be awarded to an alternate; no alternative travel dates are available. Exact travel dates and arrangements subject to availability. Winner and travel guest(s) must travel on same itinerary. If winner is eligible, but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, hotel stay and all prize-related events) by minor's parent or legal guardian. Travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel.

3. Eligibility and Limitations:

- a. Participants and winner(s) must be legal residents of the 50 U.S. or D.C. The age limit will vary from contest to contest as determined by the Station, please refer to each contest's official rules. No one under the age of thirteen (13) will be permitted to enter a contest under any circumstances. Participants and winners must reside in the Station's Total Survey Area (TSA) as defined by Arbitron. Commonly the TSA represents a radio station's total listening audience in a geographic area. 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. Only one (1) prize per household for the Contest 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 in 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 Georgia but is nineteen (19) in Alabama), the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return an affidavit of eligibility, release of liability and prize acceptance agreement ("Prize Acceptance Release of Liability and Publicity Release") 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 in the contest's official rules. 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.
- b. 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.

- c. Any person awarded a prize of five hundred (500) dollar or more in cash, prizes, or a combination of both, is not eligible to win again for a period of six (6) months from the date of winning.
  - d. Any person awarded a prize of one thousand (1,000) dollars or more in cash, prizes, or a combination of both, is not eligible to win again for a period of one (1) year from the date of winning.
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, Sponsors, or Affiliates or;
    - iv. Otherwise violating these Official Rules.
  - 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.
5. 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 person/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.
6. Publicity and 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.

7. Consumer Created Content: If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry:
  - a. 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.
  - b. 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.
  - c. 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
  - d. You are hereby granting the company and the station a perpetual, worldwide, non-exclusive, royalty-free 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. BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S WEBSITE, IN COMPANY'S DISCRETION.
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 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.
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 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.
10. Miscellaneous: Void where prohibited. Odds of winning depend upon the number of eligible entries received during the Contest Period. 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;
  - c. And any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.
  - d. In the event of a tie, the winner of any contest shall be determined by means deemed appropriate by the Company.
  - e. The Company shall not be responsible for the failure of participating sponsors to deliver prizes as promised.
  - f. All calls on the contest line are recorded for possible playback use and the Company assumes no responsibility for winners' inability to get through the contest lines for any reason.
  - g. All checks will be held for pick up for ten (10) days from station receipt of check.
  - h. All station winners must claim their prize unless prior arrangements have been made with the receptionist.
11. 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.