OFFICIAL ON-AIR GIVEAWAY RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

HOW TO ENTER / EXECUTION:

Listeners of the Station (WKYS-FM, WMMJ-FM, WPRS-FM, WYCB-AM, or WOL-AM) who are legal residents of the United States residing within the Washington, DC metropolitan area, and are 18 years of age or older will be able to take part in the announced Giveaway. To participate in the Giveaway, listeners must do the following:

- 1. Listen to the Station for the on-air announcement for listeners to contact the Station. Be the designated caller at the specified phone number after the on-air solicitation for callers has been made.
- 2. WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Giveaway participants should not rely on streamed broadcasts to participate in the Giveaway.
- 3. Upon becoming the correct caller, eligible participants will be awarded the announced prize and will be asked to verify their contact information (e.g. name, address, phone number, and email address).
- 4. <u>Entry Variation:</u> once a participant becomes the correct caller, the on-air personality may request that the caller sing a portion of a song in order to win the prize. The participant's performance will not be judged and the quality of the performance will have no bearing on the participant's ability to win, except that participants who do not perform the requested song will be disqualified from winning the prize.
- 5. Winners will be instructed to come to the offices of the Station located at 8515 Georgia Avenue, 9th Floor, Silver Spring, MD, to claim their prize.
- 6. Winners must provide valid identification (e.g. via state-issued driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph) to claim the prize. Identification documents must match information previously provided to the Station.
- 7. Prizes will be awarded only upon winner verification and final approval by the Station.
- 8. All decisions made by Station management regarding any aspect of the Giveaway are final.

ELIGIBILITY RESTRICTIONS:

- 1. The Giveaway is open to listeners of the Station who are 18 years of age and older as of the Commencement Date of the Giveaway, and are legal residents of the United States residing within the Washington, DC metropolitan area.
- 2. Employees of the Station, Radio One ("Company"), Urban One, Inc., its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Washington, DC metropolitan area, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in the Giveaway. For purposes of the Giveaway, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
- 3. Participants may only win one (1) prize during the course of the on-air Giveaway unless otherwise specifically stated.
- 4. Persons who have won a prize in another giveaway or promotion of any kind from any one of the following radio stations: WKYS-FM, WMMJ-FM, WPRS-FM, WYCB-AM, and WOL-AM, within the thirty (30) day period immediately preceding the start date of the Giveaway are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from *any one* of the above-listed radio stations during any thirty (30) day period.

PRIZES:

Prizes to be awarded for each on-air promotion will vary, consisting of available Station merchandise which may include any one the following: Tickets for local concerts; Tickets for local events; DVDs; CDs; Gift Cards; Gift Certificates; Cash Prizes; Movie Passes; and other products. Transportation to and from any event venue, meals, beverages, souvenirs, and incidentals will be the responsibility of the winner and his or her guest. The Prize is awarded "as is" with no warranty or guarantee, either express or implied. The retail value of awarded prizes will vary from giveaway to giveaway as determined by the Station and is dependent upon the item being awarded. Specific descriptions of prizes will be announced for each separate Giveaway.

- 1. Movie passes, and/or special screening and premiere movie passes are valid for space available only. Seating is provided on a first-come-first-served basis.
- 2. Gift cards and gift certificates are subject to terms and conditions specified by issuer.
- 3. All cash prizes won will be awarded in the form of a check. Winners will be notified when their prize check is available for pick up.
- 4. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.

- 5. Dates and times of concerts, events, and activities promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station and no substitutions will be provided. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not obligated to make any effort to find an alternative prize under these circumstances.
- 6. Prize will not be mailed. Unless otherwise provided, prize must be claimed at the Station's offices within thirty (30) days of being notified as a winner, or the prize will be forfeited.
- 7. The prize may only be claimed by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner.
- 8. No substitution of Prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value. Station reserves the right to substitute an item of equal or greater value in the event an advertised prize element is unavailable.
- 9. All Giveaway winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in winner forfeiting the prize.
- 10. If for any reason a Giveaway winner decides not to accept the prize awarded, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Giveaway administrator and / or Giveaway sponsor if another entrant is to be selected as the winner if time permits.
- 11. In the event any winner is found to be in violation of the Official Rules or is otherwise determined by the Station, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Station and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by the winner.

GENERAL CONDITIONS:

- 1. Winners are responsible for all applicable taxes associated with the receipt of the Prize.
- 2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
- 3. No purchase necessary. Giveaway is void where prohibited. Giveaway is subject to all applicable federal, state and local laws and regulations.
- 4. Odds of winning depend upon the number of eligible entrants participating during the Giveaway Period.
- 5. By participating in the Giveaway, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to the Giveaway, in any media now known or hereafter devised for advertising or promotional

- purposes without additional compensation, and must sign a publicity release prior to acceptance of the Prize.
- 6. Participants agree to be bound by the terms of the Official Rules and by the decisions of the Station and the Company, which will be final and binding in all matters pertaining to the Giveaway.
- 7. All Giveaway winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, the Company, any other Giveaway parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Giveaway participation or the acceptance, possession or use / misuse of awarded Prize or any portion thereof, or participation in Prize-related activities, including but not limited to any related travel.
- 8. The Station retains the right to disqualify any entrant if all Giveaway rules are not followed.
- 9. So long as no participant is materially adversely affected, the Station reserves the right to make changes in these Giveaway rules, which will become effective upon being announced on the air and / or posted online.
- 10. The Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any entrant to complete or continue a telephone call, internet registration or text entry due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in the Giveaway. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
- 11. By accepting the Prize, the winner acknowledges that the Station and the Company have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
- 12. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws, and should such an attempt be made, the Station and the Company reserve the right to seek damages from any such participant to the fullest extent of the law.
- 13. The Station, the Company, its subsidiaries, affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Giveaway, including cancellation of the Giveaway as a result of the occurrence of events not within the control of the Station, the Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio

stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event such an act should occur, the Station may in its sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the Prize originally awarded.

- 14. If for any reason, the Giveaway is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Giveaway is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Giveaway entries, or any other causes beyond the Station and the Company's, control which, in the Station and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Giveaway, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Giveaway at their sole discretion.
- 15. Copies of Official Rules are available upon request during regular business hours, Monday Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 8515 Georgia Avenue, 9th Floor, Silver Spring, MD 20910, and may also be posted on the Station's website.