

Contest and Promotion Rules for KDKA-FM, 93.7 “The Fan”

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

Unless otherwise specified by Radio Station KDKA-FM (the “Station”), these rules cover routine contests and promotions conducted by the Station. These rules may be amended by separate specific rules for major contests or promotions conducted by the Station or its sponsors.

The contest or promotion (the “Promotion”) will take place during the dates and times specified in the official rules of the Promotion (the “Promotion Period”) or as announced on-air. The Station may change the dates and/or terms of the Promotion without prior notice. Any material changes will be broadcast on the Station and, if applicable, posted on its website located at www.937thefan.com

Promotions conducted on-air that require telephone responses to “cues to call” are only official when heard on-air via radio. Due to delays with the Station’s online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or be disadvantaged in participating in certain Promotions.

To be eligible to enter or participate in the Promotion, listeners must follow the instructions set forth in the official rules of the Promotion or as announced on-air and must fulfill all of the eligibility requirements of the Promotion. Unless otherwise specified, the Promotion is open to all listeners of the Station who are legal U.S. residents, 18 years of age or older and who live in the Pittsburgh metropolitan area. Employees of the Promotion’s sponsor, the Station, its licensee, their respective parent, subsidiary and affiliated entities (collectively, “Promotion Entities”), Station’s advertising and promotional agencies, its participating sponsors, other radio stations in the Pittsburgh metropolitan area and the members of their immediate families and/or households are ineligible to participate or win. Listeners are eligible to win a prize in a Promotion conducted by the Station only once every sixty (60) days, and listeners are eligible to win a prize in a Promotion conducted by the Station only once every six (6) months if the prize is valued over \$600. Only one winner per household is permitted in any Station-conducted Promotion. For on-air Promotions, there is no limit to the number of times a listener may attempt to call-in or text; however a listener may only qualify once.

Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

Promotion prizes and their values will be indicated when the Station announces the Promotion. Unless otherwise announced, all prizes or prize certificates must be picked up at the offices of the Station at Foster Plaza 5, 651 Holiday Drive, Pittsburgh, PA

15220. Prizes may be claimed during regular business hours (between 9:00am and 5:00pm, Monday through Friday, and until 7:00pm on Wednesdays). Promotion winner(s) will be required to present valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. If a Promotion is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the prize. Failure to comply with these requirements will result in the forfeiture of the prize. A winner will forfeit any prize or prize certificate not claimed within thirty (30) days (or sooner for time sensitive prizes) of winning. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station, solely at its discretion and only with the consent of the winner, may opt to deliver the prize to the winner by mail or overnight courier. In such event, the winner assumes the risk of the prize's loss and the Station will not be responsible for the safe arrival of the prize or prize certificate. There is no substitution, transfer or cash equivalent for prizes, except that the Station may, at its sole discretion, substitute prizes of comparable value or cash. Each prize is expressly limited to the item(s) announced by the Station and does not include taxes, gratuities or any other expenses. Other restrictions may apply.

Decisions of the Station's management with respect to the Promotion are final.

Potential winner(s) will be selected and notified of their prize in the manner announced by the Station. Promotion winner(s) must execute and return any required Affidavit of Eligibility and/or Release of Liability Prize Acceptance Form within ten (10) days of winning or being notified of winning (or sooner for time sensitive prizes) or prize will be forfeited and an alternate winner may be selected. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/ publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.

Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or

hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of

God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).

Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

For the official rules of a Promotion, send a self-addressed stamped envelope for receipt by the end of the Promotion Period to KDKA-FM, Foster Plaza 5, 651 Holiday Drive, Pittsburgh, PA 15220, Attn: Promotion Rules. For the names of the prize winners send a self-addressed stamped envelope for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion for which you are requesting the rules or winners list. Official rules and winner lists (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at www.937thefan.com

If you are accessing these rules on the Station's website or entering the Promotion on said website, you are deemed to agree to the Station's website's Terms of Use Agreement located at www.937thefan.com and to the use of your personal information as described in the Privacy Policy located at www.937thefan.com