

**Entercom Rochester, LLC**  
**d/b/a WPXY-FM**  
**General Contest Rules**

These rules apply to all contests conducted by Entercom Rochester, LLC d/b/a WPXY (the “**Station**”), unless otherwise set forth in specific contest rules for a particular contest. In certain cases, particular contests may have their own specific additional or alternative rules (in whole or in part) which will be set forth in a separate addition to these rules or in contest rules specific to a particular contest and will be available at the Station studio at High Falls Studios, 70 Commercial Street, Rochester, NY 14614 and on the contest page on the Station’s website at [www.98pxy.com](http://www.98pxy.com).

**Who Can Enter**

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1. To enter, contestants must be legal residents of the State of New York who are 18 years of age or older on the date of entry in the applicable contest. Station reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented.
2. Employees (including, without limitation, part-time or temporary employees) of the Station, contest sponsors and any other Rochester area radio stations (defined as any radio station with its main studios located within a diameter of fifty (50) miles from the downtown Rochester main post office), and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies at any time during the applicable contesting period and the immediate family (*i.e.*, current and ex- spouses, parents, grandparents, children, grandchildren, and siblings and in-laws and steps in any of the foregoing categories) and other household members (*i.e.*, roommates, housemates, significant others, and partners of each legally residing at the same address) of each of the above are NOT eligible to enter and/or to win the Contest.
3. Contestants may only win one prize per contest (other than a grand prize winner who also wins a qualifying prize in that same contest), unless expressly specified otherwise in contest rules for the specific contest at issue.

**Entry/Winning**

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4. NO PURCHASE NECESSARY OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN STATION CONTESTS.
5. Contestants may enter as often as they wish but only one winner per family or household per contest as defined in Section 2 above (only the first chronologically prize won will be awarded), unless expressly specified otherwise in contest rules for the specific contest at issue.
6. All entries become the property of the Station and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, or from ineligible entrants will be void. Entries that are determined to be fraudulent will be void, and the person making such an entry barred from further participation in that contest and, in Station’s sole discretion on a case by case basis, banned from any future participation in any Station contest (which Station decision may not be disputed or appealed). Incomplete or illegible entries may be disqualified in Station’s sole discretion.

7. One or more contests may be announced from time to time. Station may run more than one contest simultaneously, but entries will only be solicited for one contest at a time.
8. **WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest Participants should not rely on streamed broadcasts.** Depending on the contest, the Station will designate the required method of entry/winning. All references in this Section 8 to an “announcement” or to any information to be “announced” may be announced on-air and/or via email, sms, internet posts, blog posts, text message, instant message, social network posts, on-site, and/or via point of purchase displays, materials or handouts. The following apply to the applicable entry/winning methods designated:
  - a. For call-in contests, entrants will be asked to call in on a designated telephone line (the phone number will be announced) at a particular time or times. At the time that calls are solicited, the criteria for winning will be announced (e.g., first six callers, tenth caller, first caller with the correct answer). Only those calls to the specific phone number provided, at the time calls are solicited or at the day/time provided in the solicitation, shall be eligible to win. Calls to the main Station phone number or any other phone number are not acceptable. Winners will be selected in accordance with the criteria announced when calls are solicited. If the Station receives less than the requested number of calls (e.g., only 9 callers when the Station is looking for the 10<sup>th</sup> caller to win) within a reasonable period of time (as determined by Station in its sole discretion), Station reserves the right to re-conduct that contest at a later time or cancel that winning opportunity and not award the associated prize. For call-in contests that require entrants to answer questions or perform in some other manner (for example, answer a trivia question, sing a song, say a particular phrase, call in after a particular song, series of songs or sounder is played, etc...), such contest will be judged by Station personnel, and the decision of the judges will be final as to all matters, including (i) the order in which calls were received and (ii) whether any answer required to be given is correct or the “best” or most desirable (based on any lawful criteria Station deems desirable). By calling the Station’s call-in or request line, each contestant gives permission and consents to Station’s recording and/or broadcasting contestant’s name, voice, participation, and the substance of the contestant’s telephone call. Contestant agrees that no additional compensation will be paid for such usage.
  - b. Certain call-in contests (as described in subsection (a) immediately above) may also provide that the call-in winner is also then automatically qualified for an entry in a grand prize drawing. In such event, the date and/or time of such grand prize drawing will be as announced. The location of such drawing may be at the Station’s studios or may be at a public location, as determined by Station in its sole discretion.
  - c. For mail-in contests, entries must be received at the announced address by the announced deadline. Such entries will only be accepted by first class United States mail and not by fax, hand delivery, overnight or same day courier, unless expressly specified otherwise in contest rules for the specific contest at issue. Only one entry is permitted per envelope (multiple entries within the same envelope will be disregarded). Mail-in entries must be legible and contain all information and documents/materials required.
  - d. For entry box contests, entries must be deposited in the official entry box by the announced deadline. Unless otherwise specified, only official entry blanks are eligible (no mechanical reproductions will be accepted). Official contest entry blanks are only available at the location of the official entry box while supplies last.
  - e. For internet based entries (whether via email, social networks, online submissions, or the Station’s Club (as defined below)), entrants will be asked to go to

a particular website (whether the Station's main website at [www.98pxy.com](http://www.98pxy.com) or an alternative website that can be accessed directly or as a link through [www.98pxy.com](http://www.98pxy.com) which alternative website is hereinafter referred to as a "MicroSite" and together with [www.98pxy.com](http://www.98pxy.com), a "Website") on particular days and times to enter a contest, as announced. Criteria for winning and/or conditions for entry will be announced by Station. Winners will be selected in accordance with the criteria set forth in any announcement with respect to the particular contest and may include one or more of the following types of modes of entry/winning, without limitation: (a) answering survey questions, (b) correctly answering trivia questions, (c) making predictions or guesses with respect to certain upcoming events, (d) submitting essays (of specified lengths), photos, videos or audio, or (e) simply completing entry forms with contact information. For internet contests that require entrants to answer questions, submit materials or perform in some other manner, such contest will be judged by Station personnel, and the decision of the judges will be final as to all matters, including (i) the order in which emails or on-line entries were received and (ii) whether any answer or submission required to be given is correct or the "best" or most desirable (based on any lawful criteria Station deems desirable).

f. For internet based entries when entry requires membership in the Station's on-line club (the "**Club**"): (in addition to the other relevant provisions set forth in these rules regarding internet-based entries): Membership is free. The Club is an internet club that will entitle members to, among other things, receive information from Station and its clients, enter contests, participate in surveys and enjoy many other opportunities. There is no cost to become a member of the Club. To join the Club go to [www.98pxy.com](http://www.98pxy.com) and click on the link for the Club and provide all required information (incomplete registrations may be invalidated in Station's sole discretion). In the event of a dispute regarding the identity of a member, the holder of the e-mail account will be deemed the person who submitted the membership. The holder of the e-mail account is the natural person who is assigned the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the second level domain associated with the e-mail address in question. Limit one membership per e-mail address. Members are required to provide truthful information when completing Club membership registration form. If Station determines that any registration form contains false or fraudulent information or is submitted by a person other than the one named in the form or by an ineligible entrant, such form will be disqualified and that member may be prohibited by Station (in its sole discretion and on a case by case basis) from participating in any particular contest or in all future Station contests for a fixed period of time determined by Station or in perpetuity. If a Member cancels his/her membership during any contest in which such Member is entered (or was automatically entered), such Member may no longer be eligible to win a prize in such contest, in Station's sole discretion. Contest entry for Club members may be by one of the following means: (i) Members are automatically entered in contests from time to time; (ii) Members may be required to complete a specific on-line entry blank for particular contests; (iii) Redemption of Club points (if available), which have no cash value for an opportunity to enter selected contests; or (iv) Other means of entry as may be announced from time to time.

g. For internet based entries when entry requires membership to, or registration with, a third party social network (e.g., Facebook or Twitter) (such person "**Users**"): In the event of a dispute regarding the identity of a User, a person who can demonstrate the ability to log into the applicable account with the correct user name and password will be deemed the User who submitted the entry. Users

acknowledge that the third party social network sites (“Social Network Sites”) are not affiliated with the Station and, therefore, Station cannot control certain factors relating to such sites, including, without limitation, errors, cancellation of User accounts or technical malfunctions associated with any Social Network Site that may affect any entrant’s ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular Station contest. Contest entry via Social Network Sites may be by one of the following means: (i) Users may be automatically entered in contests from time to time (e.g., all *Followers* of the applicable Station Twitter account or all *Friends* or *Fans* (as applicable) of the Station’s Page on Facebook); (ii) User may be required to email the Station, listen to its radio station or visit the Station’s website to enter; (iii) all (or selected) users may be offered the opportunity to call the Station to win at announced days/times or upon the occurrence of certain on-air broadcasts (i.e. a song, series of songs, sounder or phrase); (iv) User may be required to post a comment or take other action to be entered (e.g., changing the User’s profile picture) with respect to User’s Social Network Site account; or (iv) other means of entry as announced by Station. With respect to any Station Facebook pages (if any), Station has no obligation whatsoever to “accept” (and reserves the right to freely reject, in its sole discretion in each specific instance) any particular Friend request and any such rejection by Station of a Friend request shall render the requestor ineligible to enter and/or win any contests that require being a “Friend” in order to participate.

h. Song of the Day Type Contest: From time to time, Station may conduct one or more contests requiring people to listen to the Station for a particular song or combination of songs (“Song”). The day(s), time (or time ranges), song(s) to listen for and how to enter and win (which may be via call-in, text message or email) will be as announced, subject to other applicable provisions in this Section 8 that apply with respect to the specific mode of entry or winning. To be an eligible play of the contest, the Song played must be a full song aired on Station, not a song clip or hook or a portion of a song used in an intro, promotional announcement or advertisement that airs. The Station will start taking calls as soon as the designated song starts to play (or, in the event of combination of consecutive songs, as soon as the last song of the required combination starts to play). If the Song plays at any other time that day other than the designated contest day or hour or, if the announcement specifies that only the first play of the Song in a day is a contest play, after the Song has been played earlier that day, it will not be considered a winning opportunity and another prize will not be awarded. Only the Song as performed by the specific artist named in the announcement will qualify as a winning opportunity.

i. For contests requiring that entrants submit photographs (via email, text message, mail, fax, online upload or other mode announced by Station), the following provisions will apply:

i. Electronic submissions of entry photos may only be submitted in the following formats: .jpeg.

ii. All entrants who submit a photo agree to the following (and Station may require, as a condition of entry, that entrants sign a separate agreement or, with respect to online entries, affirmatively check a box or an “I agree” button agreeing to some or all of the provisions set forth in this Section 8(i) and/or other requirements):

- Entrant represents and warrants that he/she own the rights to, or have obtained permission to use, the photo submitted with the entry.
- Entrant represents and warrants that he/she authorizes Station to post the photo on Station’s website or social network sites.

- Entrant agrees and acknowledges that Station and contest sponsors and their respective affiliates, parents, employees, agents and all other related sponsors may use for advertising and/or promotional purposes, entrant's name, image, photo submission, other entry materials and/or biographical information on radio, TV broadcasts, newspaper advertisements, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation to you.
  - Entrant understands and agrees that Station shall be the sole and exclusive owner of the photograph submitted, whether or not the photo is selected as a winner, and entrant agrees to sign any documents requested by Station to evidence such transfer of ownership.
  - By submitting a photo in a Station contest, entrant agrees to indemnify Station should any representations and warranties made by entrant herein or in the applicable contest rules prove to be false or inaccurate.
- iii. All entries and photographs submitted become the property of the Station and will not be acknowledged or returned.
- iv. Station staff may review each photograph for unsuitable content, as determined in Station's sole discretion. All photographs containing any content Station deems unsuitable shall be disqualified in the sole discretion of Station. No notification of such disqualification will be provided. DO NOT SEND ANY PHOTOS CONTAINING NUDITY, INDECENCY, ILLEGAL DRUG USE, OR OBSCENE GESTURES OR SITUATIONS. All of the foregoing may result in disqualification and are not intended to limit in any way Station's right to deem anything else unsuitable content.
- v. No more than one (1) photograph may be attached to any entry. You may enter as many separate entries as you wish. However, submitting multiple entries of the same photograph will not necessarily result in any advantage in the contest (depending upon the mode of selecting winners).
- j. Winners will be selected based on the criteria announced by Station with respect to each contest, which may include, without limitation, random drawing or the photograph that Station deems is "best" (based on any lawful criteria Station deems desirable, in its sole discretion).
- k. Special "Secret/Stealth" Members only contests: From time to time, Station may conduct certain contests for its Club members only and/or Club members who have opted in to receive emails from the Station and these contests will not be promoted or advertised in any way on the radio. The method of entering these contests and the prizes to be awarded will vary but will include one or more of the following:
- WAYS TO ENTER: Club members who opted in to receive email from the Station may receive emails from time to time telling them to listen to WPXY during certain day/time or ranges of days/times for a specific song by a specific artist, a group of songs played in a consecutive row (whether consecutive songs by the same artist, a collection of songs by different artists or specific songs by one or more specific artists, a specific recorded sounder (like a bell, whistle, or other sound effect), a live or recorded announcement of a "code word" that members are instructed to listen for (for example, the "98PXY Word of the Day is \_\_\_\_\_"), or for their name and town to be announced on-air

in an announcement that simply says “Hi to \_\_\_\_\_ of \_\_\_\_\_, thanks for listening” or similar announcement. Any such song or announcement will only be valid for participation in a contest only during the dates and times specifically identified in the applicable email and not other days or times. In the event of the on-air announcement of a name, the person named must be the identical club member that Station selected (having the same name and/or living in the same town is not sufficient).

- **WAYS TO WIN:** Those same Club emails will provide instruction on what to do in order to win, which will be in one of the following ways: (1) when you hear the trigger to enter, be the designated caller (for example, 10<sup>th</sup> caller) to the telephone number provided in the email and know the right code, if a code is required, otherwise just be the right caller and be a member, (2) when you hear the trigger to enter, be the first \_\_\_ callers (for example, the first ten callers) to the telephone number provided in the email and know the right code, if a code is required, otherwise just be the right caller and be a member, (3) when your name is announced call the designated contest line within \_\_\_ minutes, or (4) within a specified time frame described in the email, go to the member web page, look for the specific icon or location (as described in the email) and then enter in the code or other required information required in the email (like the exact name of a song or the day/time a song or sounder aired, for example). In cases in which a grand prize drawing is involved, qualifiers will be selected in one or more of the preceding ways (as described in the contest email) and shall continue for a certain period of time ending prior to the date of the grand prize drawing (which will be disclosed in the contest email).
- **PRIZES:** Prizes will vary from contest to contest. Further, the “prize” could simply be an entry into a grand prize drawing (with no actual prize to be awarded to anyone other than the winners of the actual grand prize drawing), a qualifying prize plus an entry into a grand prize drawing, a specified prize with no associated grand prize drawing. Prizes in these contests could simply be a certain number of “points” in the Club.

For any of these contests that involve listening for one or more songs on the Station, (a) entry shall not open until immediately after the designated song (or the last of the designated songs in a collection of songs) starts playing during the contesting hours (must be a full song aired on Station, not a song clip or hook or a portion of a song used in an intro, promotional announcement or advertisement that airs), and (b) only the song(s) as performed by the specific artist(s) named in the email as the performer will qualify as winning opportunities. If the designated song(s), sounder or code word plays at any other time or day other than the designated contesting day/hour in the email, it will not be considered a winning opportunity. Only calls received to the designated telephone number (if applicable) are eligible to participate. If the Station received less telephone calls than the designated numbered caller required to win in a contest, the contest will not be repeated. Once a designated caller is received, the contest will end for that day unless the email specifically discloses that more than one contest per hour/day may be conducted. Existing Club members who have not opted in to receive emails may change their selection in order to participate in this contest by logging in to the Club, go to “My Account” and select the appropriate box to opt in to receive Station emails. Members must have opted-in to receive Club emails no later than one business days prior to the date that Station sends out the applicable contesting email. Nothing in

these rules will require that Station conduct any secret/stealth contests and failure to do so will not be deemed any type of a breach of membership rights or opportunities.

- I. Certain mail-in, entry box, social network, internet, texting and/or Club contests may also provide that qualifying winners in such contests are also then automatically qualified for an entry in a random grand prize drawing or other grand prize winner determination, as announced. In such event, the date and/or time of such grand prize drawing will be announced by Station. The location of such drawing may be at the Station's studios or may be at a public location, as determined by Station in its sole discretion.
- m. For contests requiring that entrants, qualifiers and/or finalists be present at a station contesting event in order to continue participation in a contest, the following will apply:
  - i. If check-in or registration at the event is required by Station, you must check in (or be in line to check in) at the closing time announced. Eligibility to participate in the contest event may require that at check-in each timely arrived participant complete and sign one or more liability release agreements, provide his/her social security number, provide evidence of a valid United States federal or state photo ID (ie. driver's license, passport or military ID) and/or other specific requirements announced. Failure to do any of the foregoing at check-in if required will result in automatic disqualification.
  - ii. Participants hereby agree to strictly follow all instructions and directions given by the Station staff at the event and understand that any intentional failure to comply with the Station instruction, process, procedures or contest rules at the event may result in immediate disqualification (in Station's sole discretion).
  - n. Any decision by the Station Contest Administrator at such events will be final and without question. For contests involving Station's obligation to notify qualifiers or finalists or where there is a deadline for prize claims, if the Station did not have actual contact (in person or telephonic) with the winner as part of the contest, Station will only be required to leave one message at the telephone number provided in the entry form (if applicable) or provided at the time that the station collected the winner's information (by phone, electronically or in person). If no answer or answering machine is reached, Station will not be obligated to attempt any further contact. For social network Contests, Station will only be required to contact the winner via the Social network account unless the entry provided a telephone number or email address in which case the Station will contact the winner via the information requested and provided. However, Station reserves the right, in its sole discretion, to attempt to contact any qualifier/entrant/finalist/winner more than once and shall not be required to attempt to contact all qualifiers/entrants/finalists/winners an equal number of times or in the same communication manner. If no telephone number was provided and the Station has an address, the Station may elect to send one written notification letter by first class mail, time permitting.
  - o. Any of the Station contests may require that one or more selected entrants listen for their name to be announced on-air as a potential winner. In such events: (i) only the actual person who entered can win (or was deemed to have entered in the case of certain social network contests or Club contests) and must be the person who calls in (persons having the same name will be disqualified if not the actual entrant), (ii) call-ins will only be eligible to win if the specific telephone number announced is the one called within the designated time, and (iii) the call-in call must be received and answered by the Station within the exact period of time announced.
9. In case of any identity dispute: (a) with respect to Club or email entries, the registered user of the email account on the date of entry will be the recognized user or Club member as set

forth above in subsection 8(f), and (b) with respect to Social Network Sites, the provisions of 8(g) above apply.

10. Use of robotic, mechanical or other forms of pre-programmed internet, texting or phone call visit, voting or entry methods is NOT prohibited in Station contests. Station does not intend to monitor or disqualify any contest entry, votes or web hits in a contest on the basis of the use of such manipulation tools. Notwithstanding the foregoing, entrants are not entitled to use such manipulation tools and Station reserves the right (in its sole discretion), from time to time, to implement entry/voting processes that may frustrate or prohibit such automated entry or voting (including, without limitation, CATSUP or requiring Club membership log ins) and/or, in the case where voting is not a determinative factor in a particular contest, take into consideration and discount the importance of results of any entry or entrant that Station suspects may have benefited from any such robotic or automated systems; provided, however, that no contestant in any contest may rely upon or insist upon Station's failure or refusal to take any of the foregoing actions or to determine, in its sole discretion, that one entrant's entry should be discounted because another entrant's entry was or vice versa. Nothing in this Section 10 alters or overrides any requirement in any specific contest rules that may limit the number of entries or votes per person, email address, club or Social Network Site account.
11. With respect to certain contests, Station may elect to post certain information not available to the general or listening public about ongoing contests on its website, Club member pages, or Social Network Site pages or may elect to communicate such information via email, sms, text message, or social network posting (i.e. Twitter) to a limited group of people (for example, twitter followers, facebook friends, or members of Station's email, internet or texting clubs). Such information may include, without limitation, dates and time ranges when a contest song or sounder may be played, lists of correct or incorrect answers received, and/or contest reminders. In such events, no purchase will be required to obtain such information but Station may require that persons eligible to receive such extra information be members of certain Station Clubs or third party Social Network Sites. Station will have no obligation to make such information available to all potential contestants and Station will not be obligated to announce that it is or how it is making such additional information available, unless required by law. While such additional information may increase the chances that a recipient will know when to listen or what the correct or incorrect answers may be (which information may not be available to non-recipients), there will be no advantage in the mode of entry by obtaining (or not obtaining) this additional information (for example, there will be no advantage in being the 10<sup>th</sup> caller, etc...).
12. In no event will any "deal-making" between participants be permitted. Station reserve the right to disqualify any person that it suspects has participated in or offered or accepted any type of "deal-making" with respect to any Station contest with other contestants or third parties.

## Prize(s)

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13. Notwithstanding anything to the contrary herein or stated on-air, no person will be entitled to receive any prize until after their eligibility has been confirmed or accepted by Station and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending winner within the required deadlines.
14. All prizes awarded must be picked up at the Station's studios at High Falls Studios, 70 Commercial Street, Rochester, NY 14614 during normal business hours of 8:30 a.m. to 5:30 p.m., Monday through Friday. Prizes will not be mailed, unless otherwise determined by the Station.
15. Prizes not claimed within thirty (30) business days of being advised by Station that the prize is available for pick-up, or in the case of a time sensitive prize, within its period of usability, shall be considered forfeited (without notice to the winner) and will become property of Station. Such prize may be disposed of at the discretion of Station Management. Prizes will be released to winners only. **Winners are required to present a valid United States state or federal photo ID and valid social security number in order to pick up any prize.** Winners may be required, in Station's sole discretion, to sign a Liability Release Agreement relieving the Station, its parents, subsidiaries, officers, directors, members, managers, employees, agents and contest sponsors from any and all liability with respect to the contestant's participation in the contest and the receipt and/or use of the prize. Any person who refuses to sign the Release and/or provide a social security number or complete or provide any other documents required by the Station by the deadline required by Station will forfeit any and all prizes.
16. Station reserves the right to substitute a prize of equal or greater value for all contests and giveaways. Non-cash prizes are not redeemable for cash. No transfer or assignment of prizes is allowed, except as may be determined by Station in its sole and absolute discretion on a case by case basis.
17. Winners are prohibited from selling any prize awarded or any transferring any prize without Station's authorization (which authorization must be in writing by a Station representative and shall be granted or withheld in Station's sole discretion on a case by case basis). In the event that Station discovers or suspects (correctly or incorrectly) that a winner is attempting to sell his/her prize from Station (i.e., ebay, craigslist or otherwise), Station reserves the right, in its sole discretion, on a case by case basis to take any one or more of the following actions: (a) immediately disqualify the winner and deem any prize they were otherwise entitled to as forfeited, (b) refuse to award the prize to such winner, even if he/she represents that they will not resell or transfer the prize, and/or (c) prohibit the violating winner from participating and/or winning any future Station contests (whether for a fixed period of time or in perpetuity, in Station's sole discretion) and if such winner ever wins a future Station contest during the period that he/she is banned, he/she shall be disqualified from the contest and forfeit any prize once it has come to Station's attention. Further, Station reserves the right to track and/or cancel and invalidate any prize awarded that Station suspects was sold or transferred without authorization.
18. Winners are responsible for paying all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the contest rules, and will be issued an IRS 1099 form for all prizes won from Station where the aggregate value of all prizes is \$600 or more. In the event that a winner in this contest is under 18 years of age (if permitted by these contest rules or any specific contest rules), the parent or legal guardian will be deemed the actual winner of any prize and will be

required to provide their social security number and will be subject to the provisions of this Section 18, not the child.

19. Specific restrictions regarding awarded prizes will be provided, if applicable, to the winner. Unless restrictions delivered to a specific winner differ from the following, the following will apply generally to prizes awarded in Station contests:
- (a) Any prize involving air travel will include only round-trip, coach-class air transportation from a commercial airport in the greater metropolitan area that the Station is located in.
  - (b) Any prize involving overnight accommodations will include only one room, double occupancy, room only, and neither incidental expenses nor ground transportation will be included. Sales and hotel taxes associated with the hotel stay will only be included if specifically noted by Station as included with respect to that particular contest/prize. Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses.
  - (c) Any prize involving travel (overnight accommodations, flight, motor coach, and/or rail etc...) may require that the winner and/or the winner's guest(s) be over 18 or over 21. Guests may be required to sign one or more liability release agreements before being authorized by Station or its sponsor to be allowed to participate as winner's guest on a trip.
  - (d) Any prize involving travel (overnight accommodations, flight, motor coach, and/or rail etc.) is based on availability and subject to additional restrictions including blackouts, peak period restrictions and expiration dates imposed by Station, sponsors and/or agents participating in the contest. These restrictions are not subject to negotiation. In addition, such winners/guests are solely responsible for obtaining any international travel documents, visas or passports required. Reservations are non-transferable and once booked and confirmed may not be re-scheduled.
  - (e) With respect to travel, event tickets and/or events of any kind, Station and sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of Station and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, Station is not responsible for any work stoppage that may affect Station's ability to provide any of the prizes. Station is not responsible for any expenses incurred by contest winners as a result of such cancellations or delays.
  - (f) Any prize that provides an opportunity to meet with, participate in an activity with, interview or have similar interaction with any celebrity (other than employees of Station) is contingent upon the celebrity appearing for such activity/event, which is beyond the Station's control. Station is not responsible if a winner and/or his/her guests are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason. In the event of illness, act of god, scheduling conflict or any other reason, Station is not responsible for this portion of the prize, which has no monetary value, and no alternate prize will be awarded and the event/activity will not be rescheduled. In the event that Station elects (in its sole discretion) to attempt to reschedule any such event/activity or offer an alternative prize, Station shall have no obligation whatsoever to offer any other alternate prize if such attempt to reschedule or other offer is not accepted by or utilized by

winner for any reason whatsoever. Any prize that is awarded in the form of a gift certificate may have an expiration date and use of such certificate may be based on availability and include black-out periods, restrictions or excluded items (for example, tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.

- (g) Any prize involving the award of cash will be paid in the form of a company check, payable only to the winner and no other person. Checks will be ready for pick-up within 60 business days after winning.
- (h) In all instances in which winner has the right to select specific products, the choice of products offered may be limited by the Sponsor or certain specific products or manufacturers may be excluded. Winner will receive more information on such restrictions and limitations after they have been awarded the prize.

## Miscellaneous

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- 20. Odds of winning depend on the how the contest is conducted. For random drawings, the odds of winning will depend upon number of entries received. For contests in which winners are qualified for a grand prize drawing, odds will depend on the total number of qualifiers. All tie breaking procedures will be announced on-air and/or communicated in writing to tied contest participants.
- 21. Station Management shall be the sole arbiters in all matters relating to the contest and in the interpretation of contest rules. Their decisions shall be final. Entry into the contests constitutes agreement by contestants to abide by these rules, as well as any other rules established by Station.
- 22. In the event that any entrant or entry is disqualified or any prize is forfeited in accordance with the applicable contest rules, Station and sponsors have no obligation whatsoever to notify any such entrant of any such disqualification or forfeiture.
- 23. **By participating in a Station contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest, and/or event from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, contest, and/or event and the receipt and use of any prize(s) awarded (if any) through such promotion, contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest, and/or event.**
- 24. **By entering a Station contest, entrants understand that Station staff may choose to comment on, mock, poke fun at, and/or mimic any entrant's entry and/or performance. Entrants waive any right to make any claim against Station or any contest sponsors with respect to any comments - disparaging or otherwise - made regarding such entrant and/or his/her entry, entry materials, performance, voice, appearance, participation and/or any other information provided or disclosed to Station during the course of a contest.**
- 25. By participating in a Station contest, entrants hereby consent to the Station and contest sponsors' usage of any one or more of the following for on-air broadcast and for any other advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the contest; and the substance of the contestant's

telephone call, entry form, essays, songs, videos, photos or any other contest submissions. By entering or participating in any Station contest, entrants understand and agree that Station may take photographs and/or videotape and/or audiotape any entrants participation, appearance and/or performance in connection with any Station contest (before, during or after the contest) and that Station will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the contest with no compensation to the entrants, including without limitation posting any such photographs, audio and/or videos on its website.

26. Station and its sponsors are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or Station from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Stations or any third party website), or for any problem associated with the Station website or voting website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in a Station contest or visiting its websites (whether as an entrant, visitor or voter). Station and its sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a Station Contest. Station is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of Station, any contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes, whether discovered or suspected by Station, which, in sole opinion of the Station, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Station reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected contests and/or the voting portion of any Contests with or without selecting qualifiers, finalists or winners, and/or provide alternative means of entry or voting or any other changes to these contest rules that Station deems appropriate under the circumstances. In the event of termination, suspension or modification of a contest, a notice will be posted online and announced on-air.**
27. Station and Sponsors reserve the right to prohibit the participation of an individual from any or all Station contests if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in the applicable Contest rules. **INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE**

OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS AND STATION RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. Complete contest rules are available at the Station studios at High Falls Studios, 70 Commercial Street, Rochester, NY 14614 during normal business hours of 8:30 a.m. to 5:30 p.m., Monday through Friday, or go online at [www.98pxy.com](http://www.98pxy.com).

28. Station contests are subject to all applicable laws and regulations and are void where prohibited.
29. Station 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) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice. Material changes to the contest rules will be broadcast on-air, when practical.
30. Winner's List: For a list of winners mail a self-addressed stamped envelope to the Station address identifying the name of the particular contest that you would like to receive a winner's list for. The Station address is High Falls Studios, 70 Commercial Street, Rochester, NY 14614. All requests for winner lists must be mailed and received by the Station after the contest is over but prior to 4 months after the contest has been concluded.
31. **These are general contest rules, and rules for individual contests may vary. To the extent that any specific contest rules differ from these rules, the specific contest rules will govern and control.**

As of 9/9/09