

Commercial Free Cash Countdown
Count the Songs, Win the Cash Promotion
March 2017
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF NORTH AND SOUTH CAROLINA, WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.

DESCRIPTION: Count the Songs, Win the Cash Promotion (“Promotion”) begins on Monday, March 6, 2017, and will run through Monday, March 27, 2017. The Promotion is being conducted by Beasley Media Group Inc.’s Kiss 95.1 WNKS (the “Station”). The Promotion, known as Count The Songs, Win The Cash Promotion, will begin on Monday March 6, 2017, and will run through Monday March 27, 2017, between the hours of 6:00:00am and 9:59:00am Eastern (“Promotion Period”).

1. **SPONSOR:** (If any)[Insert name and address of any approved Sponsor]
2. **ADMINISTRATOR:** Beasley Media Group Charlotte- Kiss 95.1 WNKS
3. **ELIGIBILITY:** The Promotion is open only to legal residents of the North and South Carolina who are at least eighteen (18) years of age as of date of entry (“Contestant”). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of Beasley Media Group and Promotion sponsors (if any), and their respective parent companies, subsidiaries, distributors, affiliates, service providers, advertising and promotion agencies and companies involved in the design, implementation and execution of the Promotion (collectively the “Promotion Entities”) other radio stations in the Charlotte metropolitan area and members of their immediate families (parents, children, siblings, spouses) or persons living in the same households as such persons, whether related or not, are not eligible to participate or win. Contestants are required to provide truthful information and Beasley Media will reject and delete any entry that it discovers to be false or fraudulent. Beasley Media will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.
4. **AGREEMENT TO THE OFFICIAL RULES:** By participating in the Promotion, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all matters related to the Promotion. Winning the prize is contingent upon fulfilling all requirements set forth herein.
5. **HOW TO ENTER:** To participate in the Promotion, Kiss 95.1 listeners will need to listen to the Maney, Roy and Lauren morning show at the designated time, promoted throughout the weekend, telling listeners the time to listen each week . Each Monday beginning March 6, 2017 the morning show will give away up to \$1000.00 cash. Caller 10 will need to have the last 10 songs they played (in order from song number 10, then 9 then 8, etc) and win \$100.00 per

correct song. The Maney, Roy and LauRen show will give caller ten the number 10 song for a guaranteed \$100.00 and they will have to guess the rest. For example if the caller corrected identifies 8 of the last 10 songs they will win \$800.00.

6. **PRIZES:** No more than the advertised number of prizes shall be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash except in the Promotion Entities' sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by Beasley Media and Beasley Media reserves the right to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value at its sole discretion. Prizing may be fulfilled by a third party fulfillment company. The Promotion Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this contest. The prize is awarded if properly claimed according to the Rules and if there are sufficient eligible entries. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of winner(s). If the winner is disqualified or is found to be ineligible for the contest, Beasley Media reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. The prize(s) that may be awarded to the eligible winner(s) is up to \$1,000 cash prize (each total will be determined by how many songs caller 10 gets correct and will be awarded as a check in that amount payable to the prize winner upon confirmation of eligibility. Total Approximate Retail Value of all prizes in the Promotion is \$4,000.

Each cash prize will be issued as a check payable to the order of the prize winner upon verification of eligibility and upon timely receipt of all completed prize winner paperwork. Checks will be processed and mailed within four to eight weeks upon verification of eligibility and receipt of all completed prize winner paperwork. All taxes, including but not limited to, federal, state, and local taxes, and any other costs and expenses associated with the acceptance and use of a prize are solely the responsibility of the winner. The prize winners will each be issued an IRS Form 1099 for the value of their respective prize(s).

7. **WINNER SELECTION:** Potential cash prize winners will be determined as described above. Odds of being selected as a prize winner depend on the number of entries received. Decisions of Beasley Media with respect to the Promotion are final.

8. **WINNER NOTIFICATION:** Winners will be selected on air and notified at that time that they are the winner.

9. **CONDITIONS**

a. By participating, Contestants agree to: (a) release Promotion Entities, their respective directors, officers, agents and employees (collectively, "Released Parties") from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) except where prohibited by law, consent to the use by Beasley Media, the Station, or any other participating station, or their designees or agents, of winner's name, hometown, likeness, statements and other personally identifiable information for promotion, advertising and marketing purposes in any

media throughout the world without additional consideration and consent or prior review. To the extent not prohibited by law, winners also agree to provide Beasley Media with an interview, which may be used in connection with the Promotion. Promotion Entities are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, late, lost, or misdirected mail, or any other error or malfunction related to or resulting from participation in this Promotion. **CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Promotion is not able to be executed as planned (in whole or in part), due to computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures, or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator and/or Sponsor reserves the right at their sole discretion to disqualify any suspect entry or Contestant and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted at www.kiss951.com and/or the event(s) and determination of the prize winner will be made, from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Administrator and/or Sponsor determines in their sole discretion. Entries not complying with all rules are subject to disqualification.

b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner 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 valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed Form W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.

c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's agreement to release, discharge, and hold harmless Beasley Media, the Promotion's sponsor(s), the participating radio stations, their licensees, and each of their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and prize delivery.

d. Beasley Media's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of Beasley Media, including any force majeure event or other event of local or national importance, any segment of the Promotion is delayed, rescheduled, postponed or cancelled, Beasley Media

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. Further, the Released Parties are not responsible if any part of a Promotion prize that 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.

e. Contestants understand, acknowledge and agree that the Released Parties shall not be liable for losses or injuries of any kind resulting from the rejection of an entry given Beasley Media's belief that the contestant was abusing or tampering with the Promotion entry process in any manner or due to any technical malfunction of the telephone or network transmission line or any entries that are late, delayed, garbled, incomplete, misdirected, lost, corrupted or otherwise not in compliance with the rules or applicable law.

f. 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; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) entries not received due to difficulty accessing the internet, service outage or delays, equipment malfunctions, disconnections, or other technological failures, dropped calls or interruptions; (v) misdirected, misdialed, incomplete, incorrect, or late mobile text or website entries; and (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) including any results thereof such as changes in services or location necessitated by same.

g. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of Florida without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of Florida.

10. **ENTRANT'S PERSONAL INFORMATION:** Information collected from Contestants is subject to the Beasley Media's Privacy Statement for U.S. Consumers.

To receive Promotion results (winners list), send a self-addressed stamped envelope to Kiss 95.1 Commercial Free Cash- Winners List Request, 1520 South Blvd, Suite 300, Charlotte, NC 28203. A copy of the Official Rules is available during regular business hours at the main studio of the Station at 1520 South Blvd Suite 300, Charlotte, NC 28203. For copies of the Official Rules or for a list of winners following completion of the Promotion, send a self-addressed, stamped envelope (VT residents are not required to include return postage) specifying "Official Rules" or "Winner List" to Kiss 95.1 1520 South Blvd, Suite 300, Charlotte, NC 28203. All requests must be received within six (6) weeks of the conclusion of the promotion.

