

98.7 AMP PHRASE THAT PAYS Promotion

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. HOW TO ENTER

- A) These rules govern the “98.7 AMP Radio PHRASE THAT PAYS” promotion (the “Promotion”) being conducted by WZLH 98.7 AMP Radio (the “Station”) beginning on Monday, May 6, 2013 at 7:00am Eastern Time (“ET”) and ending at 7:00pm ET on Friday, May 31, 2013 (the “Promotion Period”).
- B) To participate in the Promotion, you must log on to 987ampradio.com and follow the directions to register your name, address and phone number in the Phrase That Pays contest. Weekdays, beginning on April 11, 2013 at 7:00am ET through Friday, May 3, 2013 at 7:00pm a station air personality/representative will call randomly selected phone numbers from the valid entrants in the Promotion and from the stations database list (those who have previously elected to participate in Station-conducted on-air promotions). Once the Station calls the randomly selected entrants, the entrant who answers the call must provide consent to record and broadcast the call. Once granted, the entrant must clearly and precisely repeat the “Phrase That Pays” in order to win a \$1,000 American Express Gift Card upon confirmation of eligibility. The Phrase That Pays is “MORE HIT MUSIC EVERY HOUR...WAAAAAY LESS COMMERCIALS...DETROIT’S NEW 98-7 (NINETY EIGHT SEVEN) AMP RADIO.” The station representative is the final judge and will determine if the Phrase That Pays has been said clearly and precisely. If the selected entrant is unable to clearly and precisely repeat the “Phrase That Pays” at the time of their call, as solely determined by the Station, they will not be awarded a prize and an alternate entrant may be randomly selected and called for an opportunity to win. Participants in the Phrase That Pays promotion need not be listening to 98.7 AMP Radio to win. At the time of the call, winners must provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller does not answer the call from the station representative, is disconnected or is found to be ineligible, the station representative may call another registered phone number to win. A listener may win a prize in the Promotion only once.
- C) The Station reserves the right not to conduct a random drawing of entrants on any particular weekday; however, the Station will not award more than twelve (12) prizes on any particular day. Odds of being randomly selected by the Station depend on the number of valid entries received as of the time of the random drawing.

2. ELIGIBILITY RESTRICTIONS

- A) The Promotion is open to all persons who are 18 years of age or older and who reside in the state of Michigan and who possess valid government-

issued photo identification. Void where prohibited or restricted by law. Employees, officers, directors, and agents of the Station, the Station's licensee (collectively, "Promotion Entities"), their respective parent, subsidiary, and affiliated entities, Station's advertising and promotional agencies and participating sponsors, other radio stations in the Detroit metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

- B) Winners must meet all eligibility requirements to receive any prize package. Winners can only win a contest once. Winners remain eligible to win other contests. A winner of any Station conducted contest who wins a prize of \$1,000 to \$5,000 is not eligible for another prize valued at \$600 or greater for six months from the date of their winning.
- C) Each winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.
- D) 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.

3. PRIZES

- A) A maximum of twenty (20) prizes will be awarded in the Promotion. Each qualifying prize is a \$1,000 American Express Gift Card. Approximate Retail Value ("ARV") of the prize: \$1,000.00. All American Express Gift Card terms and conditions apply. The Promotion Entities are not responsible for and will not replace lost, stolen or destroyed cards. This card cannot be redeemed for cash or applied toward an American Express credit accounts and no change will be given except where required by law. The gift card can only be used at participating locations with operable electronic transaction networks. Use of the gift card constitutes acceptance of the terms and conditions accompanying the gift card. Winners must protect their gift cards as they would cash. Any gift card will be subject to the terms and conditions as set forth by the issuer of the gift card. Gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time. Lost or stolen gift cards will not be replaced.
- B) No more than the stated number of prizes specified in these official rules will be awarded unless the contest is extended. All prize(s) or prize certificates may be claimed at the office of the Station at the address below during regular business hours. The winner will forfeit any prize or prize certificate not claimed within ten (10) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.

The Prize winners will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. The Station accepts no responsibility for repairing any real or supposed damage to any prize. Void where prohibited. Certain restrictions may apply. Prize is subject to availability. All other costs not specifically stated herein are the responsibility of the winner.

- C) Prize is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

4. SELECTION OF WINNERS

- A) Decisions of Station management with respect to the Promotion are final.
- B) A maximum of twenty (20) prizes will be awarded as described in Section 1 of these Official Rules.
- C) Prize winners do not need to listen at the time of the contest to win.
- D) Odds of being randomly selected as set forth above depend on the number of valid entries received at the time of the random drawing.
- E) Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize will be awarded in the name of his/her parent or legal guardian. If a potential winner cannot be contacted, fails to sign and return the required fully-executed 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.

5. CONDITIONS

- A) Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner 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 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 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. Such winnings of \$600 or more will be reported to the IRS.

- B) Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its agents 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 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.
- C) Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion's sponsor(s), the Station, its licensee, 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 (collectively, "Released Parties") 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, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or delivery, possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.
- D) 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 winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- E) 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) 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 and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (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) (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 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.

- F) 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 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 of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who 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. For phone or mobile entries, the authorized account holder is the natural person who 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 tampering with the entry process or the operation of the Station's website. 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 reserves the right to disqualify that entrant from entering and/or winning this and future Station-administered Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- G) The Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize 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.
- H) 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 awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in NY, New York (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 such damages multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

- l) For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by June 1, 2013, to "98.7 AMP Radio Phrase That Pays– Official Rules," Attn: Promotions, c/o WDZH, 26495 American Drive, Southfield, MI 48034. For the names of the prize winners send a self-addressed stamped envelope for receipt by June 22, 2013 to the above address marked "98.7 AMP Radio Phrase That Pays Contest – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at 987ampradio.com.

Sponsor: WDZH-FM 26455 American Drive, Southfield, MI 48034.