

The "K-HITS Christmas In The Keys" 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 "K-HITS Christmas In The Keys" (the "Promotion") being conducted by WJMK-FM/104.3 K-HITS (the "Station") on weekdays (Mondays, Tuesdays, Wednesdays, Thursdays and Fridays) between 7:00am and 6:00pm Central Time ("CT"), beginning on Monday, December 2nd 2013, and ending on Sunday, December 15th, 2013 (the "Promotion Period").
- b. To enter the Promotion entrant may enter by phone beginning on December 2, 2013 at 7:00 AM CT and ending on Friday, December 13th, 2013 at 6:00 PM CT or on-site beginning on Saturday, December 14th, 2013 between the hours of 12:00pm CT and 2:00pm CT (the "Entry Period") as follows:

On-Air: Listen to the Station weekdays beginning Monday, December 2nd, 2013 until Friday, December 13th, 2013 between the hours of 7:00am CT and 6:00pm CT weekdays for the "Cue to Call". Upon hearing the cue to call, the twenty-fourth (24th) caller to get through to the Station contest line at 312-729-1043 will win qualifying cash prize and a certificate for a qualifying key prize to be used for a chance to win a grand prize at the Grand Prize Event described below, upon confirmation of eligibility. At the time of entrant's call, entrant will be required to provide all information requested including entrant's 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 is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will be a winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a winner only once. The "Cue to Call" will play seven (7) times each day during throughout the Promotion Period. Due to delays in the Station online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. **Seventy (70) winners will be awarded on-air.**

On-site Saturday, December 14th, 2013: To participate in the Promotion on-site, you must visit Nissan of St. Charles pre-owned lot located at 27 W 261 North Avenue in West Chicago, Illinois 60185 on **Saturday, December 14th, 2013** between the hours of 12:00pm CT and 2:00pm CT to obtain an official entry form (available while supplies last). Legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on an official entry form and place the completed entry form in the dedicated collection box. P.O. Boxes are not permitted. All entries must be received by 2:00pm CT. Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification. Four (4) on-site qualifying prize winners will be selected in a random, Station-conducted drawing from all eligible on-site entries received up until each drawing. One (1) Winner will be selected at each drawing to be held on-site at approximately 12:30pm, 1:00pm, 1:30pm and 2:00pm CT. Each winner will receive qualifying cash prize and a certificate for a qualifying key prize to be used for a chance to win a grand prize at the Grand Prize Event described below, upon confirmation of eligibility. Winner must be present to win. If the potential winner does not come forward to claim the prize within one (1) minute, the prize is forfeited and another potential winner will be selected in a random drawing from the remaining entries until the prize is claimed. **Four (4) winners will be awarded on-site at this event**, pending confirmation of eligibility.

OR

- c. **For an additional chance to win a qualifying key prize**, register on-site between the hours of 2:00pm CT and 4:00pm CT on **Sunday, December 15th, 2013 at 288 Orland Square Drive, Orland Park, Illinois 60462** ("Grand Prize Event"). At the Grand Prize Event you must obtain an official entry form (available while supplies last) and legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on an official entry form and place the completed entry form in the dedicated collection box. P.O. Boxes are not permitted. All entries must be received by 4:00pm CT. Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification. Four (4) potential on-site qualifying prize winners will be selected in a random, Station-conducted drawing from all eligible on-site entries received up until the drawing. Drawing will be held on-site at approximately 4:00pm CT. Winner must be present to win. If the potential winner does not come forward to claim the prize within one (1) minute, the prize is forfeited and another potential winner will be selected in a random drawing from the remaining entries until the prize is claimed. Four (4) qualifying key prize winners will be awarded on-site at this event, pending confirmation of eligibility.
- d. Each qualifying key prize winner (78 total) will be invited to the Grand Prize Event for a chance to win a grand prize. Qualifying key prize winners must be present at the Grand Prize Event in order for a chance to win the grand prize.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are **21** years of age or older and who reside in the Chicago Metropolitan area, including counties in Illinois, Indiana, Wisconsin, and Michigan. Employees of the Sponsors, the Station, its licensee (collectively, the "Promotion Entities"), the licensee's parent, subsidiary and affiliated entities, Station's advertising and promotional agencies, its participating sponsors, Visit Florida, other radio stations in the Chicago metropolitan area, the members of their immediate families (spouse, parent, sibling or child) 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 and is void where prohibited.
- b. Only one winner per household is permitted in any promotion conducted by the Station. Persons may only win Promotion once during the Promotion Period.
- c. The winner must provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.
- d. Winners will be required to complete and submit an IRS Form W-9 or the equivalent including the winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.
- e. 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 entry from individuals who do not meet the eligibility requirements, and will delete any entry as required by law.

3. PRIZES

- a. Seventy-four (74) qualifying cash prizes will be awarded. Each qualifying cash prize will be awarded as a \$50 Lowe's gift card that can be used to purchase a Christmas tree or other merchandise. The Approximate Retail Value ("ARV") of the prize is \$50. The 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, nor will gift cards be replaced if lost or stolen.

- b. Seventy-eight (78) qualifying key prizes will be awarded (seventy (70) keys shall be awarded on-air and eight (8) keys shall be awarded on-site). Each qualifying key prize will win an opportunity to a Grand prize. Each qualifying key prize will be distributed in a random drawing. (Prize is award upon verification of eligibility and compliance with these rules.) Each qualifying key prize winner will be invited to the final Grand Prize Event described below; attendance is required for a chance to win the grand prize. Qualifying key prizes do not have any cash or other value.
- c. One (1) grand prize will be awarded. Grand prize is a 6-night vacation for four (4) with roundtrip coach airfare for four (4) from Chicago, IL to Key West, FL to stay at Hawk's Cay resort in Duck Key, FL one quadruple occupancy room, plus \$5,000 awarded as a VISA gift card or CBS corporate check which can be used toward ground transportation from Key West to the resort. The ARV of the grand prize is \$11,400. Travel certificates will be valid for twelve (12) months from the end of the Promotion and expire on December 15th, 2014 and may include blackout periods. The prize winner shall be solely responsible for any applicable taxes, sales tax (if any), destination charges, , or any other fees and expenses not specified herein associated with the receipt and use of the Prize.

Grand Prize includes the following:

- (i) Four (4) round-trip coach air transportation from a Chicago airport, either Midway or O'Hare, decided by Promotions Entities to Key West International Airport in Key West, FL
- (ii) One (1) quad-occupancy standard hotel room for six (6) nights at Hawk's Cay resort in the Florida Keys
- (iii) \$5,000 prize awarded as a VISA gift card or CBS corporate check as decided by Station management

Actual value may vary based on point of departure and dates of travel. Any difference between stated value and actual value will not be awarded. Certain travel restrictions may apply. Travel arrangements must be made through the Station or its designee. Prize(s) is subject to availability. If the winner(s) cannot travel on date(s) specified by the Station, the winner(s) may be disqualified, and an alternate winner(s) may be selected (time permitting) at the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport and/or to/from the hotel, are the responsibility of the winner(s). Travel must be round trip. Station will determine itinerary and airline, if applicable, in its sole discretion. The winner(s) and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. Airline regulations apply. If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. The winner(s) and guest(s) must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). No refund or compensation will be made in the event of the cancellation or delay of any flight. No refund or compensation will be made in the event of the cancellation or delay of any flight. No responsibility is assumed by the Station, Visit Florida, Hawk's Cay resort, for any related event that is delayed, rescheduled, postponed or cancelled in whole or in part for any reason whatsoever, including without limitation, any force majeure event such as hurricane, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, insurrection, or terrorist threat. In the event of such cancellation, neither CBS Radio, Visit Florida,

nor Hawk's Cay resort shall have any further liability or obligation to winner. All certificates will be subject to the terms and conditions as set forth by the issuer of the certificates. Certificates are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will certificates be replaced if lost or stolen.

- c. No more than the stated number of prizes specified in these official rules will be awarded. All Prizes or Prize certificates must be picked up at the office of the Stations, during regular business hours at 180 N. Stetson #900, Chicago, IL 60601. Each winner will forfeit any prize or prize certificate not claimed within fourteen (14) 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.
- d. The Prizes are 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 Prizes 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(s). 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. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. On-air qualifying cash prize winners will be selected in the manner described in Section 1 of these official Promotion rules. On-air qualifying prize winners will be notified at the time of their winning call.
- c. On-site qualifying prize winners will be selected as described in Section 1 of these Official Rules. On-site prize winners will be notified by the Station in person at each on-site event.
- d. Odds of winning a prize on-air depend on the number and order of calls received. The odds of winning an on-site prize depend on the total number entries received at the time of each drawing. For the on-air portion of the contest you must listen, but need not be present to win. For on-site portion, you must be present at the on-site events for a chance to win but need not listen.
- e. All qualifying key prize winners will be invited to the Grand Prize Event described in Section 1.c of these Official Rules. Grand Prize event takes place on Sunday, December 15, 2013 from 2:00pm CT to 7:00pm CT or sooner pending grand prize winner selection. All qualifying key prize winners must sign in and register prior to the start time of the Key Event at 4:00pm CT. At the time of sign in and registration, all entrants will be required to provide government-issued photo identification to confirm identity and will be required to provide to the Station their first name, last name, complete address, city, state, zip code, telephone number, date of birth, and valid email address. The qualifying key prize winners arriving after 4:00 pm CT or those failing to sign in as described above will be disqualified from participating. As qualifying key prize winners sign in, qualifying key prize winners will be given a randomly selected number, which will be used to determine the order of when the qualifying key prize winner will be called on stage to select a key and attempt to unlock the locked box. After all qualifying key prize winners have been given their numbers, the numbers will be announced one by one, by a Station designee. As the numbers are announced,

the qualifying key prize winner whose number is announced will come forward and randomly select one (1) key out a large bin. The first qualifying key prize winner who is able to unlock the lock box with his or her key shall be determined to be the grand prize winner, pending verification of eligibility and compliance with the official rules. Once a key unlocks the lock box, the contest will be over, and no other qualifying key prize winners will have an opportunity to attempt to unlock the lock box. If for any reason the operative key fails to unlock the lockbox, the Station will randomly select one grand prize winner from among all registered qualifying key prize winners at the Grand Prize Event. Station decisions shall be final. Odds of a qualifying key prize winning the grand prize are approximately 1:78. Grand prize winner must be present to win. No proxies will be permitted. Any qualifying prize winner who is not present at the Grand Prize Event as of the deadline for filing will forfeit his chance to win the Grand Prize.

- f. Odds of winning the grand prize for qualified winners are 1 in 78.
- g. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within fourteen (14) days of winning or prize(s) will be forfeited. If a potential winner(s) 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(s).

5. CONDITIONS

- a. 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.
- b. 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.
- c. 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.
- 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 winner(s), 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(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.
- 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 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.
- g. 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).
- 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(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.

- i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Friday, December 13th, 2013, K-HITS Christmas in the Keys Promotion – Official Rules, Attn: Promotions, WJMK-FM, 2 Prudential Plaza, Suite 900, Chicago, IL 60601. For the names of the prize winners send a self-addressed stamped envelope for receipt by March 15th, 2014, to the above address marked “K-HITS Christmas in the Keys Promotion – 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 khitschicago.com

Sponsor: WJMK-FM, Prudential Plaza, 180 North Stetson Avenue, Suite 900, Chicago, Illinois 60601.