

## The "K-HITS \$1,000 Holiday Shopping Spree" Contest

### 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 \$1,000 Holiday Shopping Spree" contest (the "Promotion" or "Contest") being conducted by WJMK-FM (the "Station") on weekdays between 8:00 a.m. Central Time ("CT") and 5:00 p.m. CT, beginning on Monday, November 11, 2013, and ending on Friday, November 29, 2013 (the "Promotion Period").
- b. To participate in the Promotion, you may enter via the following methods:
  - i. **On-Air:** Listen to the Station weekdays during the Promotion Period between the hours of 8:00 a.m. CT and 5:00 p.m. CT each day for the announcement of the cue to call. Upon hearing the cue to call, the twenty-fourth (24<sup>th</sup>) caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line at 312-729-1043 will have the opportunity to play for the K-HITS Holiday Shopping Spree.

Callers will be asked to guess the exact number of the K-HITS Lucky Number ("Lucky Number"). The number of each Lucky Number shall be randomly determined by the Station, and the Lucky Number shall never be less than 0 nor more than 104. The designated callers will each be asked to guess the exact number of the Lucky Number. If a designated caller guesses the Lucky Number correctly, the designated caller will win and can select either a \$1,000 gift card to a store requested by the winner, or a \$1,000 Visa gift card, as determined by the Station in its sole and final discretion (a "Prize"), pending verification of eligibility, and a new Lucky Number will be randomly determined for the next cue-to-call, if applicable. If a designated caller guesses incorrectly, the caller will be told on-air whether the guess is too high or too low and the Lucky Number will remain in place until it is correctly guessed by a designated caller. Listeners may be able to better guess the Lucky Number by listening to the previous guesses for that Prize.

At the time of their call, the designated caller must provide the Station with their first and last name, complete address, including ZIP Code, phone number and date of birth in order to be eligible to win. P.O. Boxes are not permitted. The Station is not responsible for telephone service outages, delays, busy signals, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their call will have the opportunity to play the K-HITS Holiday Shopping Spree promotion. There is no limit to the number of times a listener may attempt to call in to win, but a listener may only win once during the Promotion. The cue to call will be announced nine (9) times per weekday between 8:00 a.m. CT and 5:00 p.m. CT. If seventeen (17) on-air winners are selected prior to Friday, November 29, 2013 then the on-air portion of the Contest will end once the seventeenth (17<sup>th</sup>) on-air winner is selected.

- ii. **Online:** Select listeners in the Chicago metro area will receive a piece of mail with a "Holiday Code Word" along with listeners that subscribe to the K-HITS weekly Contest update e-mail during the Promotion Period. Listeners may enter once a day on the Station's website, [www.khitschicago.com](http://www.khitschicago.com) Promotion registration page. Follow the links and instructions to enter the Promotion and complete and submit the online entry form with the "Holiday Code Word" on the calendar, your full first and last name, complete address (including zip code), e-mail address, phone number and date of birth during the Promotion Period. Entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. Limit one (1) online entry per person or email address per day regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P. O. Boxes are not permitted. Online entries must be received by Friday, November 29, 2013 at 5:00 p.m. CT.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are 18 years of age or older and who reside in the Greater Chicago Land Metropolitan area in Illinois, Indiana, Wisconsin and Michigan. Void where prohibited or restricted by law. Employees, officers, directors and agents of the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Chicago 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. Only one (1) winner per household is permitted in any promotion conducted by the Station. Persons may only win the K-HITS Holiday Shopping Spree promotion once during the Promotion Period.
- 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. Winner(s) 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 entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

## 3. PRIZES

- a. A maximum aggregate of eighteen (18) K-HITS Holiday Shopping Spree Prizes will be awarded during the Promotion Period. Each winner can select the Prize of either a \$1,000 VISA gift card or \$1,000 gift card to the store or company of their choice; subject to availability and restrictions may apply. Valid at minimum for one year from date of issuance or at least until December 1<sup>st</sup>, 2014.

The Approximate Retail Value of each Prize is \$1,000. The winner(s) 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(s). The prize(s) is awarded as is. 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. No more than the stated number of Prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at the office of the Station at the address below during regular business hours. The winner(s) will forfeit any prize or prize certificate not claimed within fourteen (14) days of winning from the time of their notification attempt. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- c. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) 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(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Seventeen (17) potential Prize winners will be selected on-air as described above in Section 1 of these Official Promotion Rules. Potential Prize winners will be announced on-air at the time of their calls.
- c. On Monday, December 2<sup>nd</sup>, 2013 at approximately 10am CT the Station will randomly select one (1) potential Prize winner from all eligible online entries received during the Promotion Period.
- d. Odds of winning a Prize on-air depend on the number and order of calls received and guessing the correct Lucky Number. Odds of winning the Prize online depend on the number of eligible online entries received.
- e. For on-air entry, entrants must be listening for the opportunity to call-in to win but do not need to be present to win. For online entry, entrants need not listen to the Station or be present to win.
- f. All Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. Winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within fourteen (14) days of winning from the time of their notification attempt or prize will be forfeited and an alternate online winner will not be selected. 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) and no alternate winner will be selected.

## 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 November 29, 2013 to "The K-HITS Holiday Shopping Spree Contest – 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 February 28, 2014, to the above address marked "The K-HITS Holiday Shopping Spree 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 [khitschicago.com](http://khitschicago.com).

## 6. PRIVACY

a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at [khitschicago.com](http://khitschicago.com). In

the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

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