

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

These rules apply to all contests conducted by Entercom Rochester, LLC d/b/a WPXY (“Station”), unless otherwise set forth in specific contest rules for a particular contest. Specific contest rules will be available at the Station studio at 70 Commercial Street, Rochester, NY 14614 and on the Station’s website at [www.98pxy.com](http://www.98pxy.com).

**Who Can Enter**

---

1. To enter, contestants must be legal residents of the State of New York, who are 14 years of age or older on the date of entry in the applicable contest. In the event that a prize is won by a contestant who is under 18 years of age, for all purposes under these rules, the parent or legal guardian will be recognized as the actual winner of the prize.
2. Employees (including, without limitation, part-time or temporary employees) of the Station and contest sponsors their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies 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 are NOT eligible.

**Entry/Winning**

---

3. NO PURCHASE NECESSARY.
4. All entries become the property of the Station and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, incomplete or from ineligible entrants may be disqualified in Station’s sole discretion. Entries that are determined to be fraudulent will be void, and the person making such an entry or suspected of fraud or tampering with any contest may be 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.
5. 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.
6. **WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest Participants should not rely on streamed broadcasts.**
7. Depending on the contest, the Station will announce the timing of the required method of entry/winning. All references in this Section 7 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 must call the telephone number announced at the appropriate time. 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 calls to the announced number are eligible to win. Calls to the main Station phone number or any other phone number are not eligible entries. 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), Station reserves the right to re-conduct that contest at a later time or cancel that winning opportunity and not award the associated prize.
  - b. For mail-in contests: Entries must be received at the announced address by the announced deadline. Entries will only be accepted by U.S. mail. Only one entry per envelope is permitted (additional entries within the same envelope will be disregarded). If the mail-in contest requires the use of an official entry form, only official entry blanks that are handwritten are eligible and official contest entry blanks are only available while supplies last at each participating distribution location.
  - c. For on-site entry box contests: Entries must be deposited in the official entry box by the announced deadline. Only official entry blanks that are handwritten 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.
  - d. For internet based entries (whether via email, social networks, online submissions, or the Station’s Club (as defined below)):
    - i. Entrants will be asked to go to a particular website (whether the Station’s main website at [www.98pxy.com](http://www.98pxy.com), a Station social networking page (for example, Facebook), 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), (collectively, 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, which may include, without limitation, one or more of the following types of modes of entry/winning: (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, (e) “liking” or taking similar action with respect to a Station social networking page in order to access an entry form or to be automatically entered into a contest, or (f) simply completing entry forms with contact information.

ii. Contests may require that entrants be a member of (or “like”) the Station’s online club, social networking page or texting club in order to enter. In addition, entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process or, in the alternative, may be required to become a member/participate in clubs of (for example, email clubs, text clubs, and rewards programs) or to receive solicitations from Station and/or its contest sponsors.

iii. 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): 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. 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 registered 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 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.

iv. 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 *Fan*, or people who *Like* a page or such other terminology used from time to time (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. Certain contests administered through a Station Facebook page may require that an entrant “like” a Station page in order to access an entry form or to be automatically entered into certain Station contests. By entering Station contests via a third party social network site, you are authorizing Station to access, utilize and/or pre-load applicable portions of your social network site information (i.e. Facebook profile) into the entry form (although clicking on a separate button may be required to access this function, for example clicking on a “Facebook Login” button). Station reserves the right, at any time and for any reason or for no reason, to disassociate any person from its social media network page/following by any means then technically available to it (for example, “blocking” a Fan from liking the Station’s Facebook page). **Social networking site operators (including, without limitation, Facebook) are in no way a sponsor, endorser or administrator of Station contests and are not affiliated with Station or its contests in any manner. Entry information provided in Station contests through social networking sites is being provided to Station, not the associated social networking site operator (for example, Facebook).** Some Station Facebook page contests may allow entrants to obtain “extra” entries if they “share” their entry with a friend and that friend validly enters that contest using the link provided by the entrant, provided that (i) the total number of “extra” entries can be capped at a maximum number of “extra” entries, as announced by Station, and (ii) if that friend previously entered that contest through a link from another entrant, his/her attempt to enter the contest through subsequent shared links may not constitute a “valid” entry (in which case, subsequent entrants will not get “extra” entries for that particular friend).

v. From time to time, Station online contests may utilize certain contesting software owned and/or administered by third parties (“Game Administrator”). In such event, entrants may be required to have or to establish an account with such Game Administrator but all such account shall be free and entry may be limited to one entry per Game Administrator account or limited in any other way announced. The requirements and limitations on setting up an account will be governed by that Game Administrator and entrants should refer to the Game Administrator’s terms and conditions (for example, a Game Administrator may only require one account per email address). Game Administrators are not sponsors of Station contests but entrants may be required, as part of the entry process, to agree and consent to their terms of service and/or privacy policy (both of which will be available via a link during the entry or account registration process) (collectively, the “Game Administrator Policies”). While agreement to the Game Administrator Policies may be required in order to enter a Station contest, the Game Administrator Policies are not a part of these contest rules but are a separate agreement between the entrant and the Game Administrator. With respect to the conduct of these contests, in the event of any conflict between the Game Administrator Policies and Station contest rules, Station contest rules will govern.

- e. Listen for Your Name Contests: Any Station contest 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 announced telephone number is the one called within the designated time, and (iii) the call must be received and answered by the Station within the exact period of time announced.
- f. For text message based contests: In case of an identity dispute, the registered user of the text message account on the date of entry will be the recognized user. Participants acknowledge that messages are distributed via third party mobile network providers and, therefore, Station cannot control certain factors relating to message delivery. Participants acknowledge that, depending on the recipient’s mobile provider service, it may not be possible to transmit the message to the recipient successfully. Station does not claim or guarantee availability or performance of this service, including liability for transmission delays or message failures. Station does not charge a fee for this service. It is each Participant’s responsibility to check with their individual carrier, as other charges may apply. **BE ADVISED THAT IN SOME CASES, TEXTS TO THE STATION WILL RESULT IN ONE OR MORE AUTOMATIC BOUNCE BACK MESSAGES, FOR WHICH PARTICIPANTS MAY INCUR A FEE FROM THEIR PROVIDER.** Station assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or contest notices from the Station. For texting contests, entrants will be asked to text specific information (as announced by Station) to a designated telephone line (the phone number will be given in the announcement) at a particular time or times. At the time

that texts are solicited, the criteria for winning will be announced (*e.g.*, first text message received with the correct answer). Only those text messages to the specific shortcode provided, at the time texting is solicited, shall be eligible to win. Texting to the main Station phone number, other Station shortcode or any other phone number are not eligible. Winners will be selected in accordance with the criteria announced when text messages are solicited. If the Station receives less than the requested number of text messages (*e.g.*, only 9 text messages when the Station is looking for the 10<sup>th</sup> texter to win) within a reasonable period of time (as determined by Station), Station reserves the right to re-conduct that contest at a later time or cancel that winning opportunity and not award the associated prize.

- g. Song of the Day Type Contests: Station may conduct contests requiring people to listen 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 7 that apply to the specific mode of entry or winning. 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 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. Only the Song as performed by the specific artist named in the announcement will qualify as a winning opportunity.
- h. Codeword/Keywords: Any Station contest may require an entrant to obtain a specific code, codeword, keyword, phrase or other unique identifier (“**Codeword**”) and to provide the correct Codeword in order to enter the contest (regardless of the mode of entry). Codewords may be obtained on a Station or third party website, by listening to the radio for the Codeword, on Station or third party social networking sites (which might also require that a potential entrant “like” a page to access the Codeword), via a text or email or any other source or combination of sources as may be announced by Station in connection with that contest.
- i. Photo Contests: Contests requiring that entrants submit photographs (via email, text message, mail, fax, online upload, social networking site posts or other mode announced), the following provisions will apply:
  - j. Electronic submissions of entry photos may only be submitted in one of the following formats: .jpeg. Posts to third party sites (like social networking sites) will be accepted only in the formats accepted by such third party.
  - i. All entrants who submit a photo agree to the following (and Station may (but is not obligated to) 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 7(h) and/or other requirements):
    - Entrant represents and warrants that he/she own the rights to, or has obtained permission to use, the photo submitted.
    - 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 and agrees to sign any documents requested by Station to evidence such transfer of ownership.
  - ii. 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 or edited in the sole discretion of Station. No notification of such disqualification or editing will be provided. **DO NOT SEND ANY PHOTOS CONTAINING NUDITY, INDECENCY, ILLEGAL DRUG USE, ILLEGAL ACTIVITIES, OR OBSCENE GESTURES OR SITUATIONS.** All of the foregoing may result in disqualification and/or editing and are not intended to limit in any way Station’s right to deem anything else unsuitable content.
  - iii. In the event that Station solicits for photos to be posted by entrants directly on third party social networking sites (for example, Facebook), the fact that such photo is posted does not mean that such photo

has been accepted by Station as an eligible entry into any contest. Station shall be the sole determiner as to whether a posted photo satisfies its entry criteria or not. Station reserves the right (but not the obligation) to remove or un-tag (or take any similar action) any photo posted on its social networking site for any reason or no reason.

- iv. No more than one (1) photograph may be attached to any entry.
  - v. 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 “WPXY 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 number of callers 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.

1. On-Site Contesting Events: 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, in some cases, 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’s instruction, process, procedures or contest rules at the event may result in immediate disqualification (in Station’s sole discretion).
  - iii. Any decision by the Station Contest Administrator at such events will be final and not subject to appeal.
  - iv. In the event that any contest associated event or any Grand Prize Event needs to be rescheduled for any reason, such postponement will be announced on air and on the Station’s website. It is the sole responsibility of each Entrant/Qualifier to check the website and/or listen on-air for cancellation and/or rescheduling information. Notwithstanding the foregoing, Station may (but is not obligated to) send a written, email or telephonic notice to Qualifiers regarding any necessary rescheduling of any Grand Prize Event with the rescheduled date/time but in no event will Station or Sponsors have any liability or responsibility for any Qualifier’s failure to receive the message for any reason. In no event will Station or Sponsors have any liability or responsibility for any potential entrant’s, entrant’s or Qualifier’s inability to attend any event on the rescheduled date (and no alternative opportunities will be offered).
8. Station is not responsible for the failure of any third party sponsor/location to make entry blanks, code words, posters, game cards, etc. (“Contest Materials”) available. If you are unable to obtain Contest Materials, call (585) 423-2900 and ask to speak to someone in Promotions.
9. For any contest that requires entrants to answer questions, submit materials 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...), the decision of the Station will be final as to all matters, including, without limitation, (i) the order in which calls, emails, texts or entries 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).
10. For contests requiring notification to entrants, qualifiers, finalists or winners, if the Station did not have actual contact (in person or telephonic or by email) in which the necessary information was communicated, then Station will only be required to leave one telephone message, send one text or send one email to the number or email address provided in the entry form 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 may elect to only contact the winner via the social network account (or, in the alternative, using any other contact information provided to Station in connection with the entry). If the entry provided a telephone number or email address, the Station may contact the winner via phone or email. 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 or email address was provided and the Station has an address, the Station may elect to send one written notification letter by first class mail, time permitting.
11. In certain contests, qualifying winners may also be automatically entered into a random grand prize drawing or other grand prize winner determination, as announced. In such event, the location, date and/or time of such grand prize

drawing/event will be announced by Station. The location of such drawing may be at the Station's studios or may be at a location to be announced.

12. With respect to any contest involving voting (whether voting determines the qualifier/finalist/winner or not):

a. Station may elect to post online the "in process" tally of online and/or texting votes but any such display will not be real-time and may not be relied upon by any of the entrants or voters. Any listing or other disclosure by Station of "in progress" voting or similar tallies, if any, will be updated by Station in intervals determined from time to time by Station for each contest as Station sees fit (including, without limitation, delays resulting from caching) and the intervals of such updates of tally information may even vary during any particular contest. Displaying information about in-progress voting is solely for entertainment/excitement purposes and not binding upon Stations. The sole determination of the total number of votes received by any entry will be made by Station after the close of the voting period based on its software. In addition, if any Station elects to display any in-progress tallies related to voting, Station reserves the right (in its sole discretion) to remove the display of any such tallies at any time during the contest with or without notice (including, without limitation, in the last hours before the voting closes).

b. Except as otherwise announced, voting is for entertainment purposes only and will not be the determining factor in selecting winners, but may (in Station's sole discretion) be taken into consideration as one of many factors considered by Station in determining the winner.

c. Contest eligibility requirements (including, without limitation, age and residency) are not applicable to determining whether or not a person may vote in a Station contest.

d. In the event of text voting, Station reserves the right at any time to end text voting prior to the announced closing date for text voting, for any reason or for no reason, by providing at least 24 hours notice on Station's website that such text voting will end early.

e. All references to "voting" or "votes" in the contest rules will be deemed to include each "like" on a Station Facebook page of a particular content (for example, a post, photo, comment, etc...), if applicable to the contest.

13. With respect to any internet-based portion of a contest (including, without limitation, entries, voting, viewing web pages, viewing video or audio content, viewing voting tallies, etc...), there may be delays in updates for the purpose of caching in order to maintain the efficient functionality of the web server in times of excess load. As a result, updates may not be available in real time and may be delayed until such time as Station is prepared for the next cache refresh. The frequency and duration of any such delay will be in Station's sole discretion on a case by case basis.

14. 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 10th caller, etc...).

15. Use of robotic, mechanical or other forms of pre-programmed internet, texting or phone call visit, voting or entry methods is NOT prohibited. Notwithstanding the foregoing, Station reserves the right (in its sole discretion), from time to time, to implement entry/voting processes that may frustrate or prohibit automated entry or voting (including, without limitation, CAPTCHA, requiring Club membership log ins or contest/voting registrations, advance email address verification procedures, limiting the number of entries/votes/web hits accepted/counted after a maximum number within a specified period of time as established by Station (which numerical/time limits Station may decide not to disclose), and/or prohibit any further entries, votes or web traffic from a particular IP address during a particular contest, period of time or permanently). Before or during any contest, Station reserves the right to install and access cookies, alone or along with other methods, to track web site traffic, entry and/or voting frequency, and/or to detect or prohibit automated methods of voting, entry or website visits.

16. In no event will any "deal-making" in connection with a contest between participants or third parties be permitted.

17. Contestants may not violate any federal, state or local laws and may not harm or endanger themselves or other persons or property in connection with a contest. If Station deems that a contestant, participant or any winner may have created a public hazard, cheated, engaged in improper or illegal activity, caused interference with or destruction of property and/or utilized public safety resources, such contestant / winner may be disqualified in Station's sole discretion.

18. Notwithstanding anything to the contrary in these rules, Station cannot guarantee that it will be able to view all entries and/or required entry submissions (essays, photos, videos, etc...) submitted from a technical perspective, even if sent in the appropriate formats required. In the event that Station is not able to view any entry or entry materials submitted for any technical reason whatsoever, that entry may be disqualified (without notice to the entrant) and Station will have no liability or obligation to such entrant with respect to the disqualified entry.

19. Station reserves the right to (but not the obligation) to post some or all entry information and/or materials on the Station's website or social networking sites, in whole or in an edited form (in Station's discretion), as a "featured" entry. Having your entry posted and/or "featured" does NOT mean that the entrant has won or is likely to win in that contest. The decision to post or "feature" any such entries is for entertainment purposes only and is not part of the winner selection process in the contest.

### **Prize(s)**

---

20. 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.
21. All prizes awarded must be picked up at the Station's studios at 70 Commercial Street, Rochester, NY 14614 during normal business hours of 8:30 a.m. to 5:30 p.m., Monday through Friday, unless otherwise specifically directed by Station. Prizes will not be mailed, unless otherwise determined by the Station.
22. 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 if shorter than 30 business days, 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.
23. Prizes will be released to winners only. Winners may be 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 one or more liability release agreements relieving the Station, its parents, subsidiaries, officers, directors, members, managers, employees, agents, contest sponsors and others 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.
24. 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.
25. Winners are prohibited from selling any prize awarded or 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.
26. 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 may be issued an IRS 1099 form for all prizes won from Station where the aggregate value of all prizes is \$600 or more in any calendar year.
27. 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. Winner is responsible for pre-payment of any taxes or airport, baggage or government fees or charges.

- (b) Any prize involving overnight accommodations will include only one room, double occupancy, room only. Incidental expenses, taxes and ground transportation is not included. 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 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. Winner and guests are required to travel on the same itinerary and changes may not be made once booked.
- (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, bankruptcy or other condition beyond Station's control 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, delays or other circumstances beyond Station's control.
- (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.
- (g) 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.
- (h) 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.
- (i) In all instances in which winner has the right to select specific products, the choice or 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**

---

- 28. 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.
- 29. All tie breaking procedures will be announced on-air, posted on Station's website, and/or communicated in writing or by email to tied contest participants.
- 30. In the event of any reference in contest materials, pages or advertisements of a Station privacy policy, to the extent not inconsistent with the provisions of the contest rules with respect to the use and disclosure of entrant information, that reference will be deemed to refer to the Station's privacy policy (if any) posted on its primary website, unless a different privacy policy is specifically identified (in which case, any such third party privacy policy shall NOT be applicable to or part of these contest rules).
- 31. In the event that any winner, qualifier or finalist is disqualified in a contest for any reason permitted by the applicable contest rules at any point in time (before or after a winner is determined), Station shall NOT be obligated to select an

alternative winner/qualifier/finalist and may instead elect to retain any associated prize(s) as its own property and/or dispose of any such prize(s) in any way it sees fit outside of (or within) the scope of the contest. 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.

32. Inquiries by contestants or potential contestants to any employee of the Station (whether in person, by email, or by telephone) regarding the status of their entry or questions about a Contest may or may not be responded to and Station is not obligated to respond or treat to all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact a Stations' desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any Station employee in connection with any such inquiry, such information shall not be binding on Station (the sole determining information related to this Contest is as set forth in the applicable contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular contestant over another. Any attempt by Stations to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.
33. 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.
34. **34. 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. In the event that the associated contest is administered by Station (in whole or in part) via a Facebook page, entrants understand and agree that the foregoing liability release and indemnification in this Section 34 shall also include the release and indemnification of Facebook by entrant in the same manner in which Station is released and indemnified.**
35. **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.**
36. 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.
37. 37. 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 (including, without limitation, third party websites and social networking sites), 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, complications or server performance suspected to be caused by automated entry, voting or web traffic, 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, technical slow-downs, 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.

38. Station may use cookies and/or collect IP addresses (an IP address is a number that can uniquely identify a specific computer or other network device on the internet) for the purpose of implementing or exercising its rights or obligations under the contest rules, for information purposes, identifying your location (including, without limitation, to re-direct you to the appropriate geographic website, if applicable) or for any other lawful purpose in accordance with Station's privacy policy (available from a link at the bottom of the Station's web site home page, which is listed above).
39. Information collected by Station in connection with entering, voting or otherwise participating in any Station contest may be shared with sponsors of particular contests and otherwise used in accordance with Station's privacy policy (available from a link at the bottom of the Station's website home page, which is listed above).
40. Complete contest rules are available at the Station studios at [www.98pxy.com](http://www.98pxy.com) 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).
41. Station contests are subject to all applicable laws and regulations and are void where prohibited.
42. 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.
43. 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 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.
44. **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 12/21/11