

GENERAL CONTESTING RULES

KNES 99.1 FM Texas 99, its subsidiaries and affiliated companies (collectively, the "Company"), will conduct its contests substantially as described in these general contesting rules, and by participating, each participant agrees as follows:

The Company may from time to time conduct contests concurrently and simultaneously on the radio station owned by the Company.

1. **Prize(s).** The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed from the Company within thirty (30) days of the contest end date unless otherwise stated in the contest's official rules. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

2. **Eligibility and Limitations.** Participants and winner(s) must be U.S. residents. The age limit will vary from contest to contest as determined by the Company; please refer to each contest's official rules. If the contest is open to minors, a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Unless otherwise stated in the official contest rules, only one (1) entry per person. Only one (1) prize per household for the Contest. Only one (1) prize per household from the Company within any thirty (30) day period for prizes under \$100. Only one (1) prize per household from the Company within any one hundred eighty (180) day period for prizes over \$100. If the contest involves listener participation by voting for a contest participant on the Company's website then the voting is limited to one (1) vote per person unless otherwise specified. If a contestant receives multiple and/or irregular votes from the same user or users, regardless of the source, the Company reserves the right to disqualify the contestant in its sole discretion. Employees of the Company, the contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. **Telephone and Delivery Disclaimer.** If a contest is a call in to win contest and/or a telephone is needed to participate in the contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entry forms in a register-to-win contest must be handwritten. No photocopies or mechanical reproductions of entry forms is permitted.

4. **Voting Contests.** By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. Voting is limited to one vote per verified email address. If an entrant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Company reserves the right to disqualify the entrant in its sole discretion. If the contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Company reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions of the judges are final.

5. **Publicity; Use of Personal Information.** By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, videotape, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or

remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

6. Consumer Created Content. If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the company and the Company a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

7. Release. By participating in the contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

8. Taxes. Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

9. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserve the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law. By claiming the prize, the winner does hereby release absolutely and forever discharge KNES Radio, it's partners, officers, directors, affiliates, attorneys, agents, representatives and employees, both present and past, from any and all liabilities, debts, accounts, reckoning, obligations, costs, expenses, actions, and cause of action in every kind of nature whether known or unknown or, suspected, whether in law or equity, whether in the past or future, that may now or hereafter have or claim to have against the Company based on or arising out of Company connection with, either directly or indirectly, anything omitted, or suffered in connection with the contest, promotion, or prize (from both on-air or on-site remotes.) Prize winners also agree to indemnify the Company from and against any claim, demand debt, liability, cost (including attorney's fees), expense, action, or cause of action based upon, arising out of, or in connection with receipt and enjoyment of prize received.

10. Miscellaneous. Void where prohibited. Odds of winning depend upon the number of participants. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Company. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the visit the Company's website. All entries become the property of the Company and will not be returned.

11. **Compliance with Law.** The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.