

Sweepstakes Name: SAM ADAMS DAY OFF Text To Win (the "Sweepstakes")

Station: 100.3 KFAN (the "Station")

Station Address: 1600 Utica Ave S., St. Louis Park, MN 55416

Telephone: 952.417.3000

Sponsor: Sam Adams

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

EACH TEXT MESSAGE, SENT OR RECEIVED, MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. MESSAGE AND DATA RATES MAY APPLY. WHEN YOU ENTER VIA TEXT MESSAGE, YOU WILL RECEIVE AT LEAST ONE (1) AUTODIALED TEXT MESSAGE IN RESPONSE TO YOUR ENTRY AND YOU MAY RECEIVE ADDITIONAL AUTODIALED TEXT MESSAGES IF YOU ARE A FINALIST, QUALIFIER, OR WINNER, AS APPLICABLE. TEXT-MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. TO ENTER WITHOUT SENDING A TEXT MESSAGE, SEE SECTION 1 BELOW.

This Sweepstakes is open only to individuals who are legal residents of the 50 United States or the District of Columbia, who are at least 18 years of age or older, and who reside within the participating Station's Total Market Area (TMA) (as determined by the Station or otherwise as defined by Nielsen Audio, a radio research firm), all at the time of entry. Commonly, the TMA represents the total overall radio station's comprehensive listening market audience within a geographic area encompassing all industry defined media market areas. If you are not a legal resident of the United States, not located in the participating TMA, or you are not the required age as of time of entry, you are not eligible to participate in this Sweepstakes or to win a prize. Company and Sweepstakes Entities (both as defined below), individuals from all other radio and television stations, and members of the immediate family of any such persons are not eligible to participate or 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.

Void outside participating Station's Total Market Area (TMA) and where prohibited or restricted by law. Odds of becoming a potential winner depend on the number of eligible entries received.

iHeartMedia + Entertainment, Inc., its subsidiaries, affiliated companies, divisions, and individual stations, the Station, iHeartRadio and iHeartMedia (collectively, the "Company") will conduct the Sweepstakes substantially as described in these official Sweepstakes rules. "Sweepstakes Entities" shall be collectively be referred to herein to mean any party or entity associated in any way with the Sweepstakes, including but not limited to Company, Sponsor, individual participating Stations, the Sweepstakes' sponsoring organizations, any third party prize provider(s) and/or prize fulfillment service, and each of the foregoing's respective parents, subsidiaries, affiliates, officers, directors, and each of their employees, talent, artists, volunteers, agents, shareholders, and contractors.

By participating, each entrant (and if eligible minors, their parents/legal guardians) agrees as follows:

The Company may from time to time conduct promotions concurrently and simultaneously on several participating radio stations owned and not owned by the Company, and in various States, and the Company may add or remove participating stations or change call letters of any participating station at any time during a promotion as announced on the affected station. Participating stations are listed above. For a list of participating stations and/or a copy of the official Sweepstakes rules, please visit the office of the Station during normal business hours or send your request by mail as instructed herein.

The Sweepstakes is administered by the Company and any questions, comments or complaints regarding the Sweepstakes must be directed to the Company.

1. Description of Sweepstakes/Participation.

A. **Dates of Sweepstakes:** Sweepstakes will begin Wednesday, May 25, 2016 at 12:00:00 am CDT and end Thursday, June 30, 2016 at 11:59:59pm CDT ("Sweepstakes Period"). Registration to submit an online entry will begin Wednesday, May 25, 2016 at 12:00:00 am CDT and end Thursday, June 30, 2016 at 11:59:59pm CDT ("Entry Period"). The Entry Period in which entrants can submit a Sweepstakes entry into the Drawing will be determined by the Entry Method as follows:

B. **How to Play:** To obtain the SHORT CODE, visit any participating Cub Foods Liquor in the Metro Area (during store hours) throughout the Entry Period. You may text the SHORT CODE along with the keyword 'BOSTON' to **51881** to enter for a chance to become a winner. You will receive at least one (1) autodialed text message in response to your entry, **Standard text messaging and data rates may apply; contact your carrier for rates applicable to your plan. For HELP, text "HELP" to 51881. To STOP, text "STOP" to 51881 to cancel.** Individuals who enter by text-messaging will be charged according to their carriers' standard messaging and data rates, and entrants should contact their carriers for pricing details. Check your owners' manual for specific text-messaging instructions. Text-messaging may not be available through all wireless carriers.

ALTERNATIVELY, to enter the Sweepstakes without sending a text message, you may register by logging onto the station's websites at: www.kfan.com and follow the Sweepstakes links to enter by completing the online registration for the Sweepstakes. You may also find the registration page by using the keyword 'BOSTON' on the station's website. All entries received online must be received within the same registration period for the designated playtime. Any entry received or made either by text or online after the official registration period will not be valid and will not be deemed eligible. Deadline for registration is: Thursday, June 30, 2016 at 11:59:59pm CDT. Valid Sweepstakes entries must contain all information requested and must be received by the Website's administrator on or before the deadline for registration. **Individuals who enter by text-messaging will be charged according to their carriers' standard messaging and data rates, and entrants should contact their carriers for pricing details. Check your owners' manual for specific text-messaging instructions. Text-messaging may not be available through all wireless carriers.**

Regardless of what method of entry is used, there is a limit one (1) entry per person/mobile phone number and/or verified email address per day for the duration of the Sweepstakes period. Incomplete and/or invalid or duplicate entries will be disqualified.

Entries must contain all information requested and comply with all any applicable restrictions or requirements set forth herein to be valid. *By participating in the Sweepstakes, entrants agree that the Station may contact them in connection with the Sweepstakes, via phone or text message, at the telephone number from which the text message entry was received.* The Company is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete entries or communications, regardless of cause. Multiple entrants are not permitted to share the same email address and/or phone number. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Company for online entries. The Company's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the above stated limit will be declared ineligible. All entries become the property of Company and will not be receipt acknowledged or returned. Company's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. *The Company assumes no responsibility for entrants not making timely texts to the Company. The Company assumes no responsibility for entrants not receiving the short code as a result of the delays or issues in the Internet stream or otherwise.*

Entry by sending a text message will not improve your chance of winning. Text message entries must meet all requirements set forth herein in order to be eligible. The text messaging method of entry is designed to work with most of the U.S. major wireless carriers in the United States, but the Company makes no guarantee that any particular wireless service provider will participate. To enter by text, the mobile phone that is used must be capable of sending and receiving text messages. Entrants should check their phone's features to see if they have that capability. Wireless service providers may charge entrants for each text message, including any error message that is sent and received in connection with the Sweepstakes, based on the applicable wireless service pricing plan. By texting to enter, the entrant grants permission to the Company to notify them via a return text messages relating to the Sweepstakes and must agree to accept all applicable charges associated therewith. Entrant is responsible for all applicable fees and taxes associated with placing a text message entry. Company in its sole discretion may add or delete a cellular carrier at any time, without notice. Proof of text messaging to the short code is not considered proof of delivery to, or receipt by, Company of such entry. Entrants are restricted to the use of ordinary telephone equipment. The Company disclaims all liability for the inability of a entrant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. By participating in a Sweepstakes in which text message-based entry is permitted, entrants acknowledge that text messages are distributed and delivered through third party providers; neither the Company nor Station guarantee, nor shall either be responsible for, the delivery or timeliness of any text message entry. Not all wireless carries support access to a common short code (CSC). The CSC being used to enter a Sweepstakes may or may not be compatible with all wireless carriers, and as such, you may not be able to enter through the CSC method of entry. The Company will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. The Company, through its third party text messaging administrators, will store all messages received on its system, and will send entrants reply texts relating to the Sweepstakes throughout the Sweepstakes Period and up to 60 days. The Company is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. The Company may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. The Company reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. **BY TEXTING TO ENTER, THE ENTRANT GRANTS PERMISSION TO THE COMPANY TO NOTIFY THEM VIA ONE (1) RETURN TEXT MESSAGE PER ENTRY AND ADDITIONAL TEXT MESSAGES IF ENTRANT IS A FINALIST, QUALIFIER, OR WINNER, AS APPLICABLE AND MUST AGREE TO ACCEPT ALL APPLICABLE CHARGES ASSOCIATED THEREWITH. ENTRANT ACKNOWLEDGES AND AGREES TO RECEIVE AT LEAST ONE (1) TEXT MESSAGE IN RESPONSE TO THE ORIGINAL SUBMISSION, INCLUDING A MESSAGE CONFIRMING ENTRY, LEGAL DISCLAIMERS AND OPTIONS TO RECEIVE FUTURE PROMOTIONAL MESSAGES FROM THE COMPANY.**

2. **RANDOM DRAWING/WINNER SELECTION:** On Friday, July 1, 2016, the Company will randomly select One (1) Sweepstakes winners from among all eligible entries collectively received from both entry methods during the Sweepstakes Period. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.

On Friday, July 1, 2016, at approximately 9:00:00 am CST and approximately 5:00:00 pm CST, the potential winners will be notified by a phone call at the number associated with the winning text (if the potential winner entered via text message) or at the number provided at point of registration (if potential winner entered via online registration). The potential winner must answer the first or second phone call or return the first phone call before 12:00:00 pm CST on July 5. The Company will not, and is not obligated to, leave voice mail, answering machine or other message. If the potential winner cannot be reached directly after two telephone attempts, the potential winner will be disqualified and an alternate potential winner will be selected at random from among all of the remaining eligible entries until a winner is determined. The alternate potential winner will also be notified in accordance with this paragraph.

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Company and agree to the terms herein, including but not limited to the prize conditions. If eligible entrants include minors, a parent or guardian of such eligible 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. The potential prize winner and, if a potential prize winner who is an eligible minor in his/her state of residence, the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four (24) hours after the first (1st) delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be randomly selected from among all remaining eligible entries, as determined by Company in its sole and discretion. If entrant has not reached the age of majority in his/her primary state of residence at the time of entry into the Sweepstakes (19 years old if a resident of Alabama or Nebraska, 21 years old if a resident of Mississippi, and 18 years old in all other states), then entrant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental Consent occurs when the parent or legal guardian of a minor entrant who has not reached the age of legal majority in their residing state, grants permission for the minor entrant to participate and agrees on behalf of himself/herself and the minor entrant to these Official Rules. It is strictly prohibited for anyone who does not meet the age requirement at the time of entry to be allowed to participate in the Sweepstakes and no situation shall anyone under the age of thirteen (13) be permitted to enter the Sweepstakes at any time, under any circumstances.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Company, that the decisions of the Company is final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Sweepstakes that participation may be required to be considered eligible.

Potential winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Company reserves at its sole discretion the right to not award the prize or to determine an alternate winner or finalist (if applicable) in accordance with the official rules in the event that that any winner or finalist has been disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.** Notification is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail or any other form of communication Company may use to contact the finalists (if any) and/or a potential winner. The Company is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winners, or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given upon, the entrant will automatically be disqualified and their prize will be forfeited.

3. **PRIZE(S).** No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. Company is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment company. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s). The prizes that may be awarded to the eligible winners are:

~~Prize Description: Win a trip for two — to Boston on July 22, 2016 (Friday) — Back on Sunday July 24, 2016. Tickets to the Twins — Red Sox games on both Friday & Saturday/ Hotel & Airfare and brewery tour.~~

Prize Package will include the following:

- A trip for two (2) to Boston from July 22, 2016 – July 24, 2016

- Domestic roundtrip airfare for winner and one (1) guest between the major metropolitan airport nearest prize winner's primary residence and (in the event of any dispute, airport shall be as determined by Sponsor in its sole discretion);
- 3 days and 2 nights standard double occupancy hotel accommodations at destination; and
- Brewery tour
- Tickets to the Twins – Red Sox games on both Friday & Saturday

Prize provided by: Sam Adams and iHeartMedia, Inc.

Approximate Retail Value (ARV) \$2,500 Prize value may vary depending upon departure location and time of travel. Other restrictions apply.

Conditions and restrictions may apply. Limit: One (1) prize per person/household for this Sweepstakes. Winner(s) and winner's household members cannot have won a prize through any Company promotion in the thirty (30) days prior to this Sweepstakes start date. ALL PRIZES ARE AWARDED "AS IS" AND THE COMPANY DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

4. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Company determines (in its sole discretion) is or is attempting to: (i) tamper with the Company's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Company, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE COMPANY AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. 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, its employees and agents, the Sweepstakes Entities, prize provider(s), sponsor(s), any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") are not responsible for: (1) 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 Sweepstakes; (2) 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 Sweepstakes; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (5) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Company further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Company, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Sweepstakes rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company.

5. **PUBLICITY; USE OF PERSONAL INFORMATION.** The Company will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Company's Privacy Policy located [here](#). By participating, where allowed by law, all winner(s) grant the Company permission to use their names, characters, photographs, voices, Content, and likenesses world-wide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner(s) further agrees that his/her name may be included in a publicly available winners' list. On occasion entrant may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer you products and services of interest with your expressed consent. In the event that entrant has agreed to any available opt in opportunities provided from a third party, that may or may not be associated with this Sweepstakes, entrant understands and acknowledges that information (including entrant's personally identifiable information) provided will be collected independently by iHeart Media, Inc. (the Company) and the third party providing the opt in opportunity and individually be used by both companies subject to the terms of their respective privacy policies. For iHeart's privacy policy, go to [iHeartRadio Privacy Policy](#). **Any available opt-in opportunities are not required to enter the Sweepstakes, and consent to opt-in will not improve your chances of winning.**

6. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Sweepstakes, each entrant agrees (and agrees to confirm in writing) to release and waive any and all claims of liability against the Released Parties from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release the Company, any participating Station, the Sweepstakes Entities, and, when applicable, the Sweepstakes' sponsor(s), prize provider(s), third party fulfillment service, and each of their respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Sweepstakes and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 5 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Company will have no further obligation to winner.

7. **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 federal, state, and local taxes, related fees, other costs or expenses related to prize acceptance and use not specified herein, regardless of whether such prize is used in whole or in part. 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.

8. **CONDUCT AND DECISIONS.** All decisions of the Company will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Company's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners come forward seeking to claim the Prize, an alternate potential winner may be selected in a random drawing from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Company's and/or Station's "discretion" and/or any exercise of discretion by the Company or Station shall mean in Company's and/or Station's "sole and unfettered discretion." The Company further reserves the right to: (i) terminate or declare any Sweepstakes null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes; (ii) alter or amend these Sweepstakes rules at any time; and/or (iii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Sweepstakes rules will be broadcast on-air, when practical. The Company's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Company, any segment of the Sweepstakes is delayed, rescheduled, postponed or cancelled, the Company reserves the right, but not the obligation, to modify, suspend or cancel the Sweepstakes and shall not be required to award a substitute prize.

9. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Company Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the

arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Company shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

10. **MISCELLANEOUS.** Company reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These rules are designed to be fair and equal to all entrants. The Company disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. For a copy of the rules, or where required by law, a list of winners, visit the business office of the participating Station during normal business hours or visit the Company's website. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

11. **COMPLIANCE WITH LAW AND GOVERNING LAW.** The conduct of the Sweepstakes, and its Terms and Official Rules, are governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company and participating Station(s) shall follow the applicable laws for conducting Sweepstakes, 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 Sweepstakes, etc. as required by applicable local and state law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Company in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 9 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of San Antonio.