

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN OR CLAIM PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. SWEEPSTAKES DETAILS. The information and definitions below shall apply to this Sweepstakes and may be referred to throughout these Official Rules.

-Sweepstakes Name: New England Dairy - SOCIAL UPGRADE (“**Sweepstakes**”)

-Participating Station(s): WXKS / KISS 108 (“**Station**”)

-Station Address: ONE CABOT ROAD STE 320, MEDFORD, MA 02155 (“**Station Address**”)

-Station(s) Website(s): Kiss108.com (“**Website**”)

-Eligible Area:

1. ELIGIBILITY. This Sweepstakes is open only to individuals who (i) are legal U.S. residents of the states of Massachusetts, Connecticut, New Hampshire, Rhode Island, or Vermont, residing in one of the following counties: Barnstable, MA; Dukes, MA; Essex, MA; Middlesex, MA; Nantucket, MA; Norfolk, MA; Plymouth, MA; Suffolk, MA; Worcester, MA; Belknap, NH; Cheshire, NH; Hillsborough, NH; Merrimack, NH; Rockingham, NH; Strafford, NH; Windham, VT, and (ii) who are **16 years of age or older** or **13 or older with parent or guardian present** at the time of entry (“Entrant”).

The Sweepstakes is subject to all applicable federal, state, and local law and regulations.

Void outside the states of Massachusetts, Connecticut, New Hampshire, Rhode Island, and Vermont and where prohibited or restricted by law.

Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, the Station, and any third party prize provider(s) and/or prize fulfillment service (collectively, the “Sweepstakes Entities”); individuals employed by any other radio and television station; and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win the prize.

Eligibility Frequency Limits Per Station: The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. For national sweepstakes/contests, an individual may win only once (1) every fifteen (15) days. However, the same individual may not win more than one trip to a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest or sweepstakes. “Household members” shall mean people who share the same residence at least three (3) months a year.

This Sweepstakes is open only to individuals who (i) are legal U.S. residents of the state of America.

-Minimum Eligible Age: 16 years of age or older or 13 or older with parent or guardian present (“Minimum Eligible Age”)

-Sweepstakes Period: The following time period represents the time period in which you may enter the Sweepstakes (“Sweepstakes Period”)

Start Date/Time: 06/01/2024 at 3:30:00 p.m.

End Date/Time: 06/01/2024 at 5:30:59 p.m.

Time Zone: ET Time

-Entry Limit: One (1) entry per person/email address/household per day during the Sweepstakes Period. For purposes of this Sweepstakes, a “Day” shall be defined as each calendar day, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m. on that same day.

- How to Enter: Entrants will register at live remote(s) at the Xfinity Center for Kiss 108’s Kiss Concert 2024 on 06/01/2024 in Mansfield, MA. Listeners will be encouraged to take a photo at the New England Dairy Milk Truck Activation and post it on their personal or fan social media accounts on Facebook, TikTok, Instagram, or Twitter (X), using the **#Kiss108KissConcert** and **#MilkDayCheers** for their chance to win.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with listed social platforms.

-Winner Selection Date: on or about 06/01/2024 (“Winner Selection Date”)

-Winner Notification Date: on or about 06/01/2024

-Notification Response Time: 1 hour (“Notification Response Time”) This time frame represents the time in which an entrant must respond to a notification from the Station if they are selected as a potential winner. See Section 5 for additional details.

-Number of Prizes Awarded: 1 prize

-Prize Description (See Section 6 for additional Prize Conditions that may apply):

4X tickets in the front row to Kiss 108 Kiss Concert 2024 starring Doja Cat on Saturday, June 1, 2024.

-Approximate Retail Value (“ARV”) per prize: \$800.00

-Prize Provider(s): iHeartMedia + Entertainment, Inc.

This Sweepstakes is sponsored solely by iHeartMedia + Entertainment, Inc. (“Sponsor”). Any questions, comments or complaints regarding the Sweepstakes must be

directed to the Sponsor. For a copy of these Official Sweepstakes Rules, please visit the participating Station's website.

List of Winner(s): For the name(s) of the winner(s) send a stamped, self-addressed envelope, to the Station/Station Address above with a mention of the Sweepstakes Name and "Winners List" on the outside of the envelope.

2. ELIGIBILITY. This Sweepstakes is open only to individuals who are legal U.S. residents residing in the Eligible Area (defined in Section 1) and of the Minimum Eligible Age (defined in Section 1) at the time of entry. The Sweepstakes is subject to all applicable federal, state, and local law and regulations. Void outside the Eligible Area and where prohibited or restricted by law. Entrants must be participating on their own behalf and not on behalf of any employer or third party. Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, the Station, and any third-party prize provider(s) and/or prize fulfillment service (collectively, the "Sweepstakes Entities"); individuals employed by any other radio and television stations; and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win the prize.

Minors (if applicable to the Sweepstakes): Entrant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental consent occurs when the parent or legal guardian of an eligible minor entrant, who is under the age of legal majority their state of residence, grants permission for the entrant to participate and agrees on behalf of himself/herself and the minor entrant to these Official Rules.

Eligibility Frequency Limits: The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. For national sweepstakes/contests, an individual may win only one (1) time every fifteen (15) days. However, the same individual may not win more than one (1) prize for a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

3. HOW TO ENTER.

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Register at Live Remote: During the Sweepstakes Period register in person at one of the Station's designated remote appearances by taking a photo at the New England Dairy Milk Truck Activation and post it on their personal or fan social media accounts on Facebook, TikTok, Instagram, or Twitter (X), using the **#Kiss108KissConcert** and **#MilkDayCheers** for their chance to win.

For the avoidance of doubt, you are NOT required to make a purchase at participating location(s) to enter the Sweepstakes and doing so will NOT increase your chances of winning a prize.

All entries must be received no later than end time/date of the entry period for the applicable Entry to be valid.

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LIMIT: ONE (1) ENTRY PER PERSON AND EMAIL FOR A TOTAL OF ONE (1) ENTRY FOR THE ENTIRE SWEEPSTAKES.

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Multiple entrants are not permitted to share the same email address. 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 Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Sweepstakes Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor 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.

4. WINNER SELECTION/ODDS. On or about the Winner Selection Date (defined in Section 1) the Sponsor will randomly select the potential winner(s) from among all eligible entries collectively received during the Sweepstakes Period (defined in Section 1). The odds of winning the prize depend on the number of eligible entries received.

5. WINNER NOTIFICATION AND VERIFICATION. Potential winner(s) is subject to verification, including verification of eligibility. Potential winner(s) will be notified on date listed above (defined in Section 1). Potential winner(s) will be notified and contacted VIA direct message on social media. We will ask potential winner to meet us at the New England Dairy Milk Truck prior to heading into the concert. Potential winner(s): (a) must respond to the notification within the Notification Response Time (defined in Section 1); (b) may be required to present a state authorized identification prior to being awarded the prize and/or sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions; and (c) may also be required to sign and return an affidavit of eligibility and any other form(s) necessary to verify eligibility and claim prize, along with any other required release(s) within twenty-four (24) hours (unless otherwise stated herein or at the time of notification).

The Sweepstakes Entities are not responsible for suspended or discontinued wireless or online service or for any change of entrant's email address, mailing address, and/or telephone number which may result in potential winner not receiving a prize notification. If (a) an attempted notification or prize is returned as undeliverable; (b) a potential winner cannot be contacted, fails to respond to the notification or does not accept the prize within the Notification Response Time; (c) a potential fails to provide signed affidavits or releases or any other required forms within the stated time period(s); (d) a potential fails to present a proper identification at the time of claiming a prize or fails to collect or properly claim any prize in accordance with these Official Rules; (e) a potential winner declines the prize; (f) a potential winner cannot be verified or is deemed ineligible; (g) a potential winner is disqualified for any reason; (h) a potential winner is not available to participate in any applicable Sweepstakes event(s) that participation may be required to be considered eligible; or (i) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Any alternate winner(s) will be randomly selected from among all remaining eligible entries, as determined by Sponsor, in its sole discretion. If any alternate(s) similarly fails to properly claim the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be deemed unclaimed and Sponsor shall have no further liability, in connection with this Sweepstakes, to award unclaimed prizes.

If eligible entrants include minors, prize may be awarded to entrant's parent or legal guardian and entrant's parent or legal guardian may be required to sign a release on behalf of the minor to be eligible to receive a prize.

6. PRIZE CONDITIONS. Limit one (1) prize per person/household. Prize(s) is subject to certain terms and conditions and restrictions may apply, as specified herein or as stated within the prize notification. Any difference between stated ARV and actual value of prize will not be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. The prize(s) may be fulfilled by a third party. The prize will only be awarded if properly claimed according to these Official Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are solely the responsibility of winner(s).

ADDITIONAL PRIZE CONDITIONS, AS APPLICABLE:

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FOR PROMOTIONAL CARDS: Promotional cards shall include and herein be referenced as "promotional card(s)" collectively to any prefunded bank card, a gift card, an electronic gift card, stored-value card or certificate, a store card, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. Promotional cards are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. Promotional cards are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the promotional card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the promotional card. The promotional card cannot be redeemed for the purchase of other

promotional cards. Except as required by law, the promotional card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any promotional card is lost, stolen, destroyed or used without permission. If the promotional card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.

FOR CONCERTS AND OTHER TICKETED EVENTS: Any other expenses or items not specifically listed, including but not limited to, transportation, accommodations, meals, parking and souvenirs, are the responsibility of winner and/or winner's guest(s). If a guest(s) is a minor, the minor guest(s) must be accompanied by their parent or legal guardian. If the ticketed event or any portion thereof is postponed, rained out, canceled, or for other reasons beyond Sponsor's control does not occur, the Sponsor will not be responsible for replacing the ticketed portion of prize. Tickets are subject to certain terms and conditions specified thereon, and seat locations (if any) are as solely determined by Sponsor. Lost or stolen tickets will not be replaced. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the venue operator, prize provider or any other persons providing any prize-related services. If travel delays, cancellations or difficulty prevent arrival in time for the event, the Sponsor is not responsible for awarding any compensation in lieu thereof. Tickets must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner must present state authorized identification prior to being awarded the prize. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If prize is forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all space availability requirements established by the venue. Winner and guest(s) must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guest(s)) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event or in any other objectionable behavior. Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

FOR PRIZE-RELATED EVENTS: COVID-19 Release and Waiver: Winner understands and agrees that attending an event, in connection with the prize, will be dangerous due to the Coronavirus (COVID-19) epidemic/pandemic and assumes any and all risks of illness, injury or loss due to such attendance. Winner acknowledges that, notwithstanding the safety precautions taken by the venue, and other providers of services related to the prize, it is possible that he/she may still contract Coronavirus (COVID-19). Additionally, winner understands and agrees that, in response to economic and/or social conditions engendered by the Coronavirus (COVID-19), Sponsor or prize provider may be compelled to modify, postpone or cancel the event. In all cases, winner releases and agrees to hold harmless Sponsor (as well as the other Released Parties) from any and all liability in conjunction therewith and, in no event, shall Sponsor (as well as the other Released Parties), have any liability in excess of the above-indicated ARV of the prize.

The prize winner and guest(s) must conduct themselves at all times in a socially responsible, respectful and appropriate manner including following all private guidance from a venue operator and other prize suppliers as well as governmental mandates intended and designed to prevent contracting and/or spreading COVID-19/Coronavirus; which may include but are not

limited to maintaining social distancing, mask-wearing, testing and may also include quarantine (if mandated).

HOTEL PRIZE CONDITIONS: If hotel is included in the prize package, the hotel room will consist of a double-occupancy, standard hotel room unless otherwise specified in the prize description as stated in Section 1 or at the time of prize notification. Selection of hotel is solely within Sponsor's discretion. Winner will be required to provide credit card prior to check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Transportation, meals, gratuities, luggage fees, incidental hotel charges and any other expenses not specified herein are the sole responsibility of winner and guest(s). The Sponsor is not responsible for late, lost, damaged or stolen luggage.

TRIP PRIZE CONDITIONS: If airfare is included in the prize package, round-trip, coach class air transportation for winner and his/her guest(s) shall commence from a major commercial airport near winner's home to the destination. Actual value of trip may vary based on point of departure and airfare fluctuations. Selection of airline and hotel are solely within Sponsor's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner and guest(s). Travel for the trip awarded must take place on and/or within the designated dates and is subject to schedule and availability, alternative travel dates will not be provided. If the winner(s) is unavailable for travel on the designated dates, the specified prize will be forfeited and may or may not be awarded to an alternate winner(s) at the sole discretion of the Sponsor. Exact travel dates and arrangements may be subject to availability whether specified or not. Winner and guest(s) must travel on same itinerary. IF THE WINNER IS ELIGIBLE, BUT A MINOR IN HIS/HER STATE OF RESIDENCE, THE GUEST MUST BE WINNER'S PARENT OR LEGAL GUARDIAN. A MINOR (DETERMINED BY THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE) MAY ONLY ACCOMPANY THE WINNER AS A GUEST IF THE WINNER IS THE MINOR'S PARENT OR LEGAL GUARDIAN. ALL MINORS MUST BE ACCOMPANIED AT ALL TIMES DURING TRIP (INCLUDING, BUT NOT LIMITED TO, IN-FLIGHT, HOTEL STAY AND ALL PRIZE-RELATED EVENTS) BY MINOR'S PARENT OR LEGAL GUARDIAN. Guest(s) must sign and return a travel release before any ticketing of travel occurs. Winner and guest(s) must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. If the trip requires traveling outside the United States, the winner, upon winning the prize, must have a valid US passport. If the winner does not have a valid US passport upon winning the prize, the trip may be forfeited and an alternate winner will be selected, in the Sponsor's sole discretion. In accordance with applicable laws, international travelers are required to possess a government issued passport, if a winner does not have or is unable to obtain a passport within any time constraints related to the prize, the winner will be disqualified. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. If in the judgment of the Sponsor, air travel is not required due to winner's proximity to the trip destination, ground transportation will be substituted for roundtrip air travel at the Sponsor's sole and absolute discretion. The difference in value will not be awarded to the prize winner. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Additional prize award details and travel information to be provided to the winner at the time of notification. Winner and guest(s) will be required to complete and return the applicable forms and releases. Winner must sign a prize acceptance form, provide the information for their guest(s) which must be at least of the legal age of majority in their state, a

W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted) signed by both the winner and guest(s). Winner(s) and guest(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. If a winner cannot be contacted or is disqualified, the Sponsor reserves the right to determine an alternate winner in its sole discretion. Unclaimed prize(s) will not be awarded. Certain travel restrictions and blackout dates may apply. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned herein are solely the responsibility of the winner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Sponsor shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. The Sponsor is not responsible for late, lost, damaged or stolen luggage. The Sponsor is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Sponsor is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sponsor's prize partner(s), such as hotels, airlines, trains, ships, concert or event venues etc. Winner and guest(s) must comply with all applicable laws, and any rules and regulations established by the Sponsor's prize partner(s), if any; such as hotels, airlines, trains, ships, concert or event venues etc. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

FOR TRIPS: COVID-19 Release and Waiver: Winner understands and agrees that travel will be dangerous due to the Coronavirus (COVID-19) epidemic/pandemic and assumes any and all risks of illness, injury or loss due to such travel. Winner acknowledges that, notwithstanding the safety precautions taken by the air carrier, hotel property, stadiums or other venues, and other providers of travel-related services, it is possible that he/she may still contract Coronavirus (COVID-19). Additionally, winner understands and agrees that, in response to economic and/or social conditions engendered by the Coronavirus (COVID-19), Sponsor may be compelled to modify, postpone or cancel the trip. In all cases, winner releases and agrees to hold harmless Sponsor (as well as the other Released Parties) from any and all liability in conjunction therewith and, in no event, shall Sponsor, (as well as the other Released Parties) have any liability in excess of the above-indicated ARV of the Trip.

The prize winner and guest(s) must conduct themselves at all times in a socially responsible, respectful and appropriate manner including following all private guidance from a venue operator and other prize suppliers as well as governmental mandates intended and designed to prevent contracting and/or spreading COVID-19/Coronavirus; which may include but are not limited to maintaining social distancing, mask-wearing, testing and may also include quarantine (if mandated).

NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.

ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR 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.

7. TAMPERING AND DELIVERY DISCLAIMER. The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating any person (and void such person's entries), who the Sponsor determines (in its sole discretion) is or is attempting to: (a) tamper with the Website and/or any part of the Sweepstakes; (b) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; or (c) intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (d) otherwise violate these Official Rules or the Terms of Use of the Website. ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE 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 SPONSOR 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 SPONSOR 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 BREACH 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 Sponsor 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.

Released Parties are not responsible for: (a) 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; (b) 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; (c) 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; (d) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (e) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (f) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to (a) 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 Sponsor, 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 (b) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

8. PUBLICITY. Except where prohibited, by accepting a prize, winner(s) grant the Sponsor and Station permission to use their names, characters, images, voices, and likenesses worldwide, 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. Each winner's name may be included in a publicly available winners list.

9. USE OF PERSONAL INFORMATION. The Sponsor 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 Official 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 Sponsor's Privacy Policy located [here](#). Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third-party's privacy policy. Any available opt-in opportunities are not required to enter the Sweepstakes, and opting in will not improve your chances of winning.

10. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY. By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities and any applicable third-party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from

any and all liability, loss or damage (including personal injury or death) 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: (a) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prize(s); and (b) where allowed by law, to sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 8 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, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, 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 Sponsor will have no further obligation to winner.

11. TAXES. Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and, as applicable, a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

12. CONDUCT AND DECISIONS. All decisions of the Sponsor 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 Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. 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 Sponsor's and/or Station's "discretion" and/or any exercise of discretion by the Sponsor or Station shall mean in Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes 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 an entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable material changes to the Official Rules will be broadcast on-air and available online at the Station's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

13. BINDING ARBITRATION. Any controversy or claim arising out of or relating to the 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, Sponsor 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 Sponsor 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.

14. MISCELLANEOUS. Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. 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.

15. COMPLIANCE WITH LAW AND GOVERNING 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 Sponsor 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 13 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.