Official Rules ("Official Rules")

Sweepstakes Name: Chevrolet - Winter 2019 Sweepstakes (the "Sweepstakes")

Station: KIIS-FM (the "Station")

Station Address: 3400 West Olive Ave., Suite 550, Burbank, CA91505

Telephone: (818) 559-2252

Sponsor: The Sweepstakes is sponsored by Chevrolet Motor Division, General Motors LLC located 30930 Russell Ranch Road Suite 130 / Westlake Village, CA 91362 ("Sponsor").

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.

This Sweepstakes is open only to individuals who are legal residents of the California, who are at least **18 years of age or older**, and who reside within one of the following Southern California Counties: Santa Barbara, Ventura, Los Angeles, San Bernardino, Orange, Riverside, San Diego or Imperial (collectively, the "Eligible Counties") at the time of entry. If you are not a legal resident of California, you do not reside in one of the Eligible Counties 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 the Eligible Counties and where prohibited or restricted by law. Odds of becoming a potential finalist depend on the number of eligible entries received; odds of a finalist becoming a grand prize winner is 1 in 5.

iHeart Media + Entertainment, Inc., its subsidiaries, affiliated companies, divisions, and individual stations, the Station, iHeartRadio and iHeartMedia (collectively, the "Company") will conduct the Sweepstakes as described in these Official Rules. "Sweepstakes Entities" shall 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 agrees as follows: Company may from time to time conduct promotions concurrently and simultaneously on several participating radio stations owned and not owned by Company, in various States, and 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 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 Company and any questions, comments or complaints regarding the Sweepstakes must be directed to Company.

1. DESCRIPTION OF SWEEPSTAKES/PARTICIPATION.

This Sweepstakes consists of two (2) first round drawings as described below ("First Round Finalist Drawings") and one (1) drawing held at KIIS-FM's Jingle Ball Village at The Forum Parking Lot on December 6, 2019 as described below ("Grand Prize Event").

<u>Dates of Sweepstakes</u>: Sweepstakes begins on **November 4, 2019 at 12:00:00 AM** Pacific Daylight Time ("PDT") and ends on **December 6, 2019 at 4:15:00 PM Pacific Standard Time** ("PST") ("Sweepstakes Period"). The Entry Period in which entrants can submit a Sweepstakes entry into the First Round Finalist Drawing will be determined by the applicable Entry Method as follows:

1	1	Entry Method's Entry Period End Time/Date
Online Registration	11/04/19 at 12:00:00 AM PDT	12/01/19 at 11:59:59 PM PST
Onsite Registration	12/06/19 at 2:00:00 PM PST	12/06/19 at 4:15:00 PM PST

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

<u>How to Enter the First Round Finalist Drawing</u>: Five (5) total entrants will be randomly selected as Finalists to participate in the Grand Prize Event, subject to verification (each a "Finalist"). There are two (2) ways to enter the First Round Finalist Drawings for the opportunity to become a Finalist (each an "Entry Method"):

- 1) Online Registration Entry Method (the "Online Registration"): To enter this Sweepstakes via online registration, during the Online Registration Entry Period, log onto the Station's website at https://kiisfm.iheart.com/, enter the keyword: CHEVY in the keyword section of the homepage and follow the Sweepstakes links to complete and submit the online registration form with any other information requested by Sponsor to receive one (1) entry into the Online Registration random drawing. Online Registrations must be received by December 1st, 2019 at 11:59:59 PM PST to be valid. Limit: One (1) entry via Online Registration per person/email address during the Online Registration Entry Period. Valid entries must contain all information requested. Incomplete and/or entries in excess of the stated limit will be disqualified.
- 2) Onsite Registration Entry Method (the "Onsite Registration"): To enter the Sweepstakes via the Onsite Registration Entry Method, during the Onsite Registration Entry Period, visit the Sweepstakes' brand ambassador at the Chevy activation space held at KIIS-FM's Jingle Ball Village located at The Forum Parking Lot, 3900 W Manchester Blvd, Inglewood, CA 90305 (admission to the Jingle Ball Village is free and open to the public), between 2:00:00 PM PST and 4:15:00 PM PST on December 6, 2019, and complete and submit the official Sweepstakes entry form with all information requested by Sponsor to receive one (1) entry into the Onsite Registration Drawing. Limit: One (1) entry per person/email address during the Onsite Registration Entry Period. Valid entries must contain all information requested. Incomplete and/or entries in excess of the stated limit will be disqualified.

Limit: One (1) Sweepstakes entry per person/email address per Entry Method during the entire Sweepstakes Period. Once an entrant is selected as a Finalist via any of the Entry Methods above, he/she cannot achieve additional entries into any Finalist Drawing via any Entry Method.

All valid Sweepstakes entries must contain all information requested, must comply with all requirements set forth herein, and must be received by Company on or before the respective Entry Period's end time and date.

Entries are subject to any applicable restrictions or eligibility requirements listed herein. Entries will be deemed made by the authorized account holder of the email submitted at the time of entry and qualification. Company is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. Company is not responsible for lost, late, misdirected, undeliverable. damaged, garbled, stolen, mutilated, postage-due or incomplete entries or mail, regardless of cause. Multiple entrants are not permitted to share the same email address and/or telephone number. Should multiple users of the same e-mail account or telephone 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 telephone number 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 telephone 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 a submission of an entry shall not be deemed proof of receipt by Company. Company's computer will be deemed the official time keeping device for the Sweepstakes. Company's decisions as to the administration and operation of the Sweepstakes and the selection of Finalists and potential winners are final and binding in all matters related to the Sweepstakes. Entrants may not register with multiple email addresses nor may entrants use any other device or artifice multiple times or as multiple

registrants. Any participant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register/play multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion. Those who do not follow all of the instructions, provide the required information in their registration form, or abide by these Official Rules or other instructions of Company may be disqualified.

2. <u>FINALIST DRAWING/ SELECTION</u>: On or about the dates set forth below, Company will randomly select the corresponding number of entries from among all eligible entries received by each Entry Method during the applicable Entry Period, for a total of five (5) Finalists, which are subject to verification, to participate in the Grand Prize Event ("Finalist(s)"):

Entry Method	Approximate Finalist Drawing Dates	Number of Finalists Randomly Selected from Entry Method Entries
Online Registration	On or about 12/02/19	4 total Finalists
Onsite Registration	12/06/19 at approximately 4:16 PMPST	1 total Finalist

Each Finalist must be available to attend, participate in, and be eligible for the Grand Prize Event scheduled to be held on December 6, 2019 from 4:45 PM PST to 5:15 PM PST at the KIIS-FM's Jingle Ball Village (located at The Forum Parking Lot, 3900 W Manchester Blvd, Inglewood, CA 90305) and check in with Station representatives at the Grand Prize Event before 4:15 PM PST. Each Finalist must also be available to attend and participate in KIIS-FM's Jingle Ball event on the evening of December 6, 2019.

All costs associated with attending the Grand Prize Event and/or KIIS-FM's Jingle Ball concert, including, but not limited to any transportation to/from the event(s) are the sole responsibility of each Finalist. **Company reserves, at its sole discretion**, the right to choose an alternate Finalist in the event that a Finalist has been disqualified, does not respond to notification within the time allotted herein, or is deemed ineligible for any reason.

Finalists will be notified as follows: Online Registration Finalists will be notified via the email and/or phone number provided during registration on or around 12/02/19. Online Registration Finalists must respond within twenty-four (24) hours of such notification. Failure to respond within the specified time period may result in the Finalist being disqualified. Onsite Registration Finalists will be notified via the phone number provided during registration on December 6, 2019 around 4:16 PM PST. Once notified, Onsite Registration Finalists will have ten (10) minutes to report back to the Chevy activation space. In the event that the Station is unable to contact the Onsite Registration Finalist, or the Onsite Registration Finalist does not check in at the on-site Chevy activation space within the time specified, such Finalist may be disqualified (in Company's sole discretion) and the Station reserves the right to select another Finalist at its sole discretion.

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 and/or a potential winner. Company is not responsible for any change of e-mail address, mailing address, and/or telephone number of entrants. Company is not obligated to leave voice mail, answering machine, or other message. 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.

GRAND PRIZE EVENT: Only verified and qualified Finalists may participate in the Grand Prize Event. A total of five (5) Finalists will participate in the Grand Prize Event, held on Friday, December 6, 2019 from 4:45 PM PST to 5:15 PM PST at KIIS-FM's Jingle Ball Village at The Forum Parking Lot, 3900 W Manchester Blvd, Inglewood, CA 90305. Upon arrival to the Grand Prize Event, and before 4:15 PM PST, all Finalists will be required to check in with Station representatives and register by completing and submitting an entry registration form with all requested information to be eligible to participate in the Grand Prize Event. If, for any reason, any Finalist does not arrive to the Grand Prize Event and check in and register before 4:15 PM PST, such Finalist may be deemed ineligible and may be disqualified, in Company's sole discretion. Finalist must be present to win; no stand-ins or substitutions will be permitted. Time of the Grand Prize event is subject to change.

Grand Prize Winner Selection: There will be one (1) Sweepstakes grand prize winner randomly chosen from among all five (5) Finalists at the Grand Prize Event. The four (4) Finalists who are not selected as the Grand Prize Winner, will be considered a first place prize winner, subject to verification*. The Grand Prize Winner will be selected as follows: at 4:45 PM PDT, each Finalist will randomly select an envelope that contains a piece of paper. At approximately 4:46 PM PDT, at the Grand Prize Event, the Finalists will open their envelope at the same time to look for the winning piece of paper marked "VIP Meet And Greet Winner" in the envelope they randomly selected. The Finalist who selects the envelope with the winning piece of paper will be deemed the Grand Prize Winner, subject to verification*, and the contest will be officially over ("Grand Prize Winner"). The four (4) Finalists that draw envelopes that do not have the winning piece of paper will be the first place winners, subject to verification* ("First Place Winners," collectively with Grand Prize Winner, "Winners"). If a

potential Winner is disqualified, Company reserves the right to determine an alternate Winner by conducting a random drawing from among all eligible Finalists still in attendance at the Grand Prize Event, who will also be subject to verification.

* All potential Finalists and Winners are subject to verification, including verification of age, before being deemed a Finalist, a Grand Prize Winner, and/or before any prize will be awarded. If an entrant is unable to verify his/her information (including, but not limited to their registration information), fails to respond within the time required, is ineligible or does not claim the prize within the appropriate time given, the entrant will automatically be disqualified and their prize, if any, will be forfeited. If a Winner is disqualified or deemed ineligible for any reason, Company reserves the right at its sole discretion to choose an alternative Finalist or possible Winner. Winner(s) may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, or prize may be forfeited.

By participating, each entrant agrees, consents and represents: (a) to be bound by these Official Rules; (b) as between entrant and Company, the decisions of Company are final on all matters relating to the Sweepstakes; (c) that entrant is not participating on behalf of any employer or third party; (d) that in the event that entrant does not comply with these Official Rules, entrant will be disqualified and entrant's prize (if any) will be forfeited; and (e) (if applicable) if selected as a Finalist or Winner, that entrant must be available to participate in any portion to the Sweepstakes and that such participation is required to be considered eligible. If any Winner and/or Finalist is not available to participate as specified by the Sweepstakes Entities, in their sole discretion, the Finalist and/or Winner's privileges will be forfeited and an alternative Finalist and/or Winner may be selected from among all eligible entries received.

4. PRIZE(S). No more than the advertised number of prizes shall be awarded. All prizes are 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 reserves the right, in its sole discretion, to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value, if for any reason a prize, or any portion thereof, cannot be awarded for any reason. Prizing may be fulfilled by a third-party fulfillment company. Company, Sponsor, and Released Parties (as defined below) are not in any way responsible or liable for damages resulting from shipping and handling, loss, and/or use or misuse of any prize awarded in this Sweepstakes. The prizes will only be awarded if properly claimed according to these Official Rules. Grand Prize must be claimed within 60 days from the time the contestant is declared the Grand Prize Winner. All costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Winner(s). The prize(s) that may be awarded to the eligible Winner(s) are:

One (1) Grand Prize: One (1) verified Grand Prize Winner will receive: (i) two (2) meet and greet passes with a TBD artist (as determined in Company's sole discretion) and (ii) two (2) tickets to the KIIS-FM's Jingle Ball event held on December 6, 2019 at The Forum, 3900 W Manchester Blvd, Inglewood, CA 90305. Approximate Retail Value ("ARV") of Grand Prize: \$400 USD. NO TRAVEL ACCOMMODATIONS, FOOD, DRINKS, PARKING, BACKSTAGE ACCESS, OR OTHER COMPONENTS SHALL BE PROVIDED FOR THE CONCERT, UNLESS OTHERWISE STATED HEREIN.

Four (4) Finalist First Place Prizes: Four (4) verified First Place winners will each receive two (2) tickets to the KIIS-FM's Jingle Ball event held on December 6, 2019 at The Forum, 3900 W Manchester Blvd, Inglewood, CA 90305. ARV of each First Place prize: \$200 USD. NO TRAVEL ACCOMMODATIONS, FOOD, DRINKS, PARKING, BACKSTAGE ACCESS, OR OTHER COMPONENTS SHALL BE PROVIDED FOR THE CONCERT.

Total ARV of all prizes: \$1,200 USD.

KIIS-FM's Jingle Ball Conditions: Winners are solely responsible for travel to and from KIIS-FM's Jingle Ball and any and all other associated costs and expenses. Each Winner must be available on December 6, 2019. If any Winner is not available for the concert on December 6, 2019, at the specified time, such Winner will be disqualified (in Company's sole discretion). Company is not responsible for the cancellation or rescheduling of the KIIS-FM's Jingle Ball event and no substitution or compensation shall be awarded. Company reserves the right to not award the prize(s) associated with KIIS-FM's Jingle Ball in the event that event is canceled without any payment or obligation to the Winner(s). Prize(s) are subject to certain terms and conditions specified thereon. Location of seats and ticket type are in Company's sole discretion. Each Winner and his/her guest agree to comply with all applicable venue regulations in connection with the KIIS-FM's Jingle Ball event. Company and the applicable venue representatives reserve the right to remove or to deny entry to any Winner (and his/her guest) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the concert or in any other objectionable behavior. If, after a prize has been selected and event ticketing has been completed, artist/celebrity currently scheduled to appear is unable to appear, such portions of the prize will be forfeited and Company shall have no further obligation to Winner(s). Lost and/or stolen prizes will not be replaced or exchanged.

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 sixty (60) days prior to Sweepstakes start date. Winners may be required to present a copy of a valid social security card and valid identification as a condition of participating or receiving any prize. Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won. If actual value of the prize is less than the stated ARV, or a Winner does not use, or is determined ineligible for any portion of a prize, such Winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited. ALL PRIZES ARE AWARDED "AS IS" AND COMPANY DOES NOT MAKE (AND IS NOT RESPONSIBLE IN ANY MANNER 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 WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), VALUE OR ENJOYMENT OF A PRIZE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

TAMPERING AND DELIVERY DISCLAIMER. Company, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such entrant's entries) any entrant, who Company determines (in its sole discretion) is or is attempting to: (i) tamper with 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) intending to annoy, abuse, threaten, or harass any other entrants, Company, or Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of Company's website. ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT 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, 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 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 and will cause disqualification. 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.

Each entrant agrees and acknowledges that Company, its employees and agents, the Sweepstakes Entities, prize provider(s), any applicable third party fulfillment service and each of their respective parents companies and affiliates, officers, directors, licensees, 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 (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

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 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 onair, 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. In no event will the quantity of prizes awarded exceed the number of prizes described in the Sweepstakes Official Rules.

6. <u>PUBLICITY; USE OF PERSONAL INFORMATION</u>. 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

- 7. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY. By participating in the Sweepstakes, each entrant (or his/her legal guardian if not yet the age of majority in his/her state of residence) 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 agree to: (i) release the Released Parties 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 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(s), 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 Sweepstakes Entities' control. Upon awarding the prize(s). Company will have no further obligation to Winner.
- 8. <u>TAXES</u>. Any valuation of the prize(s) stated above is based on available information provided to Company, and the value of any prize(s) awarded to Winner(s) 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 Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded.
- 9. <u>CONDUCT AND DECISIONS</u>. All decisions of 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. Company will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning the rules or the Sweepstakes and Company's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners come forward seeking to claim a prize, an alternate potential winner may be selected in a random drawing from among all persons making purportedly valid claims for a prize, in Company's sole discretion. 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 Company's and/or Station's "discretion" and/or any exercise of discretion by Company or Station shall mean in Company's and/or Station's "sole and unfettered discretion." 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 Company, any segment of the Sweepstakes is delayed, rescheduled, postponed, or cancelled, 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.
- 10. <u>BINDING ARBITRATION</u>. 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,

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.

- MISCELLANEOUS. Company reserves the right to determine eligibility should special circumstances arise and all decisions are considered final and binding. These Official Rules are designed to be fair and equal to all entrants. Company disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. For a copy of the Official Rules, or where required by law, a list of winners, visit the business office of the participating Station during normal business hours or visit Company's website. The winner's list shall be available until at least December 31, 2019. 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 forthherein.
- 12 <u>COMPLIANCE WITH LAW AND GOVERNING LAW</u>. 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. 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 10 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.