

Sweepstakes Name: iHeartRadio Music Festival 2015 Microsoft Flyaway (the "Sweepstakes")

Station: iHeartRadio (the "Station")

Station Address: 32 Avenue of the Americas, New York, New York

Telephone: 212-377-7825

Sponsor: iHeartRadio + iHeartMedia

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 50 United States or the District of Columbia and who are at least 18 years of age or older, both at the time of entry. If you are not a legal resident of the 50 United States or D.C. 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. **Void outside of the 50 US/DC and where prohibited or restricted by law.** 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.

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 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.

Dates of Sweepstakes: The Sweepstakes will begin on Monday, August 31, 2015 at 12:00 AM Eastern Time ("ET") and end at 11:59 PM ET on Sunday, September 6, 2015 ("Sweepstakes Period"). Registration to submit an online entry will begin on Monday, August 31, 2015 at 12:00 AM ET and end on Sunday, September 6, 2015 at 11:59 PM ET ("Entry Period"). The Entry Method will determine the Entry Period in which entrants can submit a Sweepstakes entry into the Drawing as follows:

How to Enter: During the Sweepstakes Period, visit <http://news.iheart.com/contests/win-a-trip-to-the-iheartradio-music-festival/395922> and click on the entry form. Then, complete and submit the entry form with all requested information (including your name, email address, phone number, address, date of birth, and/or any other information requested by Company) to receive one (1) entry into the Sweepstakes. **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 am ET and ending at 11:59:59 pm ET on that same day, except for the first day of the Sweepstakes Period, August 31, 2015, which shall begin at 12:01:00 am ET. Entries must contain all information requested to be valid.

Entries are subject to any applicable restrictions or requirements listed herein. 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. 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. When

applicable, 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. Incomplete or 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.

2. RANDOM DRAWING/WINNER SELECTION: On or about September 7, 2015, the Company will randomly select one (1) Grand Prize Sweepstakes winner and seventy (70) runner-up sweepstakes prize winners from among all eligible entries collectively received during the Sweepstakes Period. Odds of winning a prize depend on the number of eligible entries received.

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 potential winner or finalist (if applicable) from among all remaining eligible entries received in the Sweepstakes in accordance with these Official Rules in the event that any winner or finalist has been disqualified, cannot be contacted, does not claim the prize within the appropriate time given, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

The potential **seventy (70) runner-up sweepstakes winners as well as the grand prize winner** will be notified by phone at the phone number provided during registration. **ON September 7, 2015, THE COMPANY WILL CALL THE POTENTIAL SEVENTY (70) RUNNER-UP SWEEPSTAKES WINNERS AS WELL AS THE GRAND PRIZE WINNER UP TO THREE (3) TIMES WITHIN A ONE (1) HOUR PERIOD, STARTING AT (OR ABOUT) 1:00 PM ET. THE RUNNER-UP SWEEPSTAKES WINNERS AS WELL AS THE POTENTIAL GRAND PRIZE WINNER MUST ANSWER ONE OF THE CALLS. SHOULD A RUNNER-UP SWEEPSTAKES WINNER OR THE THE POTENTIAL GRAND PRIZE WINNER NOT PICK UP ONE OF THE CALLS WITHIN THAT HOUR, SAID POTENTIAL RUNNER-UP SWEEPSTAKES WINNER OR GRAND PRIZE WINNER WILL BE DISQUALIFIED AND COMPANY WILL RANDOMLY SELECT THE NEXT POTENTIAL RUNNER-UP SWEEPSTAKES WINNER OR GRAND PRIZE WINNER, WHO WILL ALSO BE NOTIFIED IN THE SAME METHOD ON THE SAME DAY. Company will not leave a voicemail or other message when contacting the potential Grand Prize Winner.** Notification is deemed to have occurred immediately upon placing of a phone call. The Company is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Company is not obligated to, and will not, leave a voice mail, answering machine or other message. 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.

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 Sponsor 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 in no situation shall anyone under the age of eighteen (18) be permitted to enter the Sweepstakes at any time, under any circumstances.

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 prize(s) that may be awarded to the eligible winner(s) are:

Seventy (70) Runner-Up Prizes –

Each runner up winner will receive a code for a one (1) month music streaming subscription to Groove. ARV is \$9.99. Prizes are provided by Microsoft. Microsoft is not a Sponsor of this promotion and has no responsibility regarding its conduct or administration.

One (1) Grand Prize –

A trip for (2) two to the 2015 iHeartRadio Music Festival in Las Vegas, Nevada (September 18th and September 19th 2015)

- Round-trip domestic, coach air transportation for the Grand Prize Winner and one (1) guest from the major commercial airport nearest winner's residence (as determined by Company in its sole discretion) within the 50 U.S./D.C.

- Ground transportation to and from airport and the hotel:

- Two (2) night's hotel accommodations in one (1) double occupancy, standard hotel room (Nights of September 18th and September 19th, 2015)

- Two (2) tickets to attend the 2015 iHeartRadio Music Festival and Daytime Village at the iHeartRadio Music Festival in Las Vegas, Nevada (September 18th and September 19th 2015)

- A code for a One (1) year music streaming subscription to Groove. ARV is \$99.99. Prize is provided by Microsoft. Microsoft is not a Sponsor of this promotion and has no responsibility regarding its conduct or administration.

Approximate Retail Value ("ARV"): \$3,389.00

Travel Prizes provided by: iHeartMedia

Prize Conditions: Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of prize will not be awarded. All prize details not specified in the Official Rules will be determined in Company's sole and absolute discretion. Selection of the airline, departure and arrival airport, and hotel are solely within Company's sole discretion. **If, in the judgment of the Company and/or any third-party company fulfilling (if any) the prize, air travel is not required due to winner's proximity to Las Vegas, NV, ground transportation will be substituted for roundtrip air travel at the Company and third-party fulfillment company's sole and absolute discretion.** The difference in value will not be awarded to the winner. Prizes are non-transferable, are not redeemable for cash and no substitution will be made except as provided herein at the Company's sole discretion. Company reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. **If in the judgment of the Company or 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 Company's sole and absolute discretion.**

Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the prize description herein, including but not limited to ground transportation to/from each winner's residence and airport of departure, meals and beverages, in-room charges (e.g., mini-bar, room service, telephone, movies, etc.), gratuities, travel upgrades, baggage fees, and personal incidentals. Winner and guests must travel on dates designated by the Sweepstakes Entities, on the same itinerary. **Finalist winners and Grand Prize winners must be available to travel to Las Vegas, NV within specified dates between September 17 and September 20, 2015; no alternate travel dates are available.** In the event any Finalist winner and/or Grand Prize winner cannot travel to Las Vegas, NV on the dates designated by Company, such winner may be disqualified and the prize may be awarded to an alternate winner provided sufficient time remains prior to the travel. Winner and guests will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided.

Travel is subject to availability and terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability and other material restrictions may apply. Sweepstakes Entities are not responsible for any fees or additional charges resulting from a winner's or guest's change(s) to itinerary or accommodations. Winners and guests must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel and are solely responsible for obtaining such valid identification (e.g., a valid U.S. driver's license or a valid U.S. passport) prior to travel and the associated costs for these requirements. Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sweepstakes Entities shall not be liable for any loss or damage to baggage. If the winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Sweepstakes Entities shall have the option at its sole discretion of being relieved of liability for fulfillment of the prize award and no other compensation in lieu of the prize will be awarded. Each winners and guest is responsible for obtaining his/her own medical and life insurance and the associated costs. All travel is subject to any and all restrictions instituted by

the Department of Defense and/or Department of Homeland Security, as required. Each winner and guest agrees to comply with all applicable venue regulations in connection with the concert. Sweepstakes Entities and the applicable venue representatives reserve the right to remove or to deny entry to winner who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the concert or meet and greet event or in any other objectionable behavior. Once travel guests are selected, they may not be substituted, except in Company's sole and absolute discretion. 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. Additional prize award details and travel information to be provided to the winner at the time of notification. Lost, stolen, or damaged airline tickets, travel vouchers or certificates or concert or event tickets will not be replaced or exchanged.

All travel guests must be at least 18 years of age or older at time of entry. Travel guests must sign and return a travel release before any ticketing of travel occurs. Additional prize award details and travel information to be provided to the winner at the time of notification. Winner will be required to complete and return all releases and forms within three (3) days of date of receipt the applicable forms and releases, unless otherwise specified thereon. Winner must sign a prize acceptance form, a W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted). Unclaimed prize(s) will not be awarded. Certain travel restrictions and blackout dates may apply. The Sweepstakes Entities shall in no way be 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 Sweepstakes Entities are not responsible for awarding any compensation in lieu thereof. 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 prize provider and/or the Sweepstakes Entities and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sweepstakes Entities' prize partner(s), such as hotels, airlines, trains, ships, concert or event venues etc. Winner must comply with all applicable laws, and any rules and regulations established by the Sweepstakes Entities' 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 RELEASED PARTIES (as defined below) SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

The Company is not responsible for any delay, cancellation or rescheduling of any event and no substitution or compensation shall be awarded. Company reserves the right to not award the prize associated with that canceled event or concert, without any payment or obligation to the winner or potential winner. Any provided tickets are subject to certain terms and conditions specified thereon. Location of seats and tickets are in Company's sole discretion or may be predetermined as supplied by the Company. The Company reserves the right to substitute a prize, in whole or in part, with another prize (or prize component) of equal or greater value or alternatively may substitute such prize with a comparable prize (or prize component) of like per the Company's discretion, if for any reason a prize, or any portion thereof, as described herein should become unavailable. The winner and guests agree to comply with all applicable venue regulations in connection with the concert and/or other Sweepstakes prize events. Company and the applicable venue representatives reserve the right to remove or to deny entry to 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 and/or other Sweepstakes prize event or in any other objectionable behavior. If, after a prize has been selected and ticketing has been completed, concert is cancelled, such portions of the prize will be forfeited and the Company shall have no further obligation to winner. Winner(s) must present state authorized identification prior to being awarded the prize. Winner 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 when 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 the winner and/or if applicable, his/her guest(s) and/or eligible travel companion(s) forfeit, do not use, or are determined ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited.

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 New York 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 New York, 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 New York, in the City of New York.