Sweepstakes Name: iHeartRadio & Words With Friends LIVE Sweepstakes (the "Sweepstakes")

Station: iHeartRadio (the "Station")

Station Address: 125 West 55th Street, 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, Zynga Inc., 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:

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. <u>DESCRIPTION OF SWEEPSTAKES/PARTICIPATION.</u>

Dates of Sweepstakes: The Sweepstakes will begin on Wednesday, December 26, 2018 at 6:00 PM Pacific Time ("PT") and end at 7:00 PM PT on Monday, December 31, 2018 ("Sweepstakes Period"). The Sweepstakes will consist of six (6) daily entry periods as set forth below.

Entry Period	Start Date at 6:00 PM PT	End Date at 7:00 PM PT
Day 1	December 26, 2018	December 26, 2018
Day 2	December 27, 2018	December 27, 2018
Day 3	December 28, 2018	December 28, 2018
Day 4	December 29, 2018	December 29, 2018
Day 5	December 30, 2018	December 30, 2018
Day 6	December 31, 2018	December 31, 2018

How to Enter: During the Sweepstakes Period, eligible users can enter one of the following ways

- In-game: during any Daily Entry Period, launch the Words with Friends 2 application by downloading the mobile app to your web-enabled mobile device. Join the Words with Friends Live Trivia Game (either in active mode or spectator mode) and correctly answer the iHeartRadio-branded trivia question. Correctly answer at LEAST one (1) of the iHeartRadio questions during any of the Daily Entry Periods.
- Alternate Method: complete and submit the entry form located here. All entries received online must be received during the Sweepstakes Period. Any entry received or submitted online after the Sweepstakes Period will not be valid and will not be deemed eligible.

<u>Limit</u>: One (1) entry per person/email address/household 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, Wednesday, December 26, 2018, which shall begin at 6:00 PM PT. Entries must contain all required information 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 Wednesday, January 2, 2019, Zynga Inc. will randomly select one (1) potential Prize Sweepstakes winner from among all eligible entries collectively received during the Sweepstakes Period. Odds of winning a prize depend on the number of eligible entries received. Once the potential winner has been selected, Zynga will provide the potential winner's contact information to Company. Company will reach out to the potential winner in order to fulfill the prize. 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. 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 grand prize winner will be notified by phone or email at the phone number/email that is associated with the Words With Friends account or that is provided on the online entry form. Within three (3) days of drawing the winner COMPANY WILL EMAIL THE PRIZE WINNER. THE POTENTIAL PRIZE WINNER MUST ANSWER THIS EMAIL WITHIN TWO (2) BUSINESS DAYS. SHOULD THE POTENTIAL PRIZE WINNER NOT ANSWER THE EMAIL WITHIN THAT TIME PERIOD, SAID POTENTIAL PRIZE WINNER WILL BE DISQUALIFIED AND COMPANY WILL RANDOMLY SELECT THE NEXT POTENTIAL PRIZE WINNER, WHO WILL ALSO BE NOTIFIED IN THE SAME METHOD ON THE SAME DAY. Notification is deemed to have occurred immediately upon sending of the email. Company is not responsible for any change of email address, mailing address, and/or telephone number of entrants. 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 Sweepstakes Entities and agree to the terms therein, 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 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 Compay'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 entrant's e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be randomly selected from among all remaining eligible entries, as determined by Company in its sole and discretion. If entrant is 18 or older but 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 or 21 years old if a resident of Mississippi), then entrant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental Consent occurs when the parent or legal quardian 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. Prize details and availability are subject to change. Sweepstakes Entities are 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:

One (1) Winner will be awarded a trip for two (2) to the iHeartRadio ALTerEGO '19 Concert in Los Angeles, CA on January 19, 2019. The winner will receive the following:

- Domestic roundtrip airfare for winner and one (1) eligible guest between the major metropolitan airport nearest prize winner's primary residence and (in the event of any dispute, airport shall be as determined by Sponsor in its sole discretion) to destination airport for ALTer EGO in Los Angeles, CA
 - o Arrive: Friday, January 18, 2019
 - Depart: Sunday, January 20, 2019
- Two (2) nights (one room/standard double occupancy) hotel accommodations;
- Two tickets to iHeartRadio ALTer EGO '19
- Travel must be booked by January 11, 2018 and redeemed between January 18, 2019 and January 20, 2019 or the prize will be forfeited. Hotel stay is subject to availability.
- Air transportation for each winner will consist of one (1) standard-class roundtrip flight (which may not be direct) from a major commercial airport close to the winner's home.
- Each winner is solely responsible for the payment of any other costs associated with this prize or its use including but not limited to those in relation to medical and travel insurance requirements.
- The winner must possess and present at least one major credit card in good standing in order to check into hotel.
- Each winner must and is solely responsible for complying with any booking or other conditions or instructions of the relevant third party provider or organizer and must be able to travel between January 18, 2019 and January 20, 2019, and comply with other restrictions as to dates and times in relation to the prize and any other eligibility restrictions imposed by the relevant third party provider or organizer. The contract for the vacation will be directly between the relevant third party provider or organizer and each winner respectively and we will not be a party to that contract or have any liability in relation to its performance or non-performance, which shall be the sole responsibility of the relevant third party provider or organizer. We will not provide any form of insurance, including without limitation any public liability or cancellation insurance, in respect of the prize.

Approximate Retail Value ("ARV"): \$2,000.00

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 Sweepstakes Entity promotion in the thirty (30) days prior to this Sweepstakes start date. ALL PRIZES ARE AWARDED "AS IS" AND SWEEPSTAKES ENTITIES DO NOT MAKE (AND ARE 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.

TAMPERING AND DELIVERY DISCLAIMER. (a) Company, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who Company determines (in its sole discretion) is or is attempting to: (i) tamper with Words With Friends 2, any other Zynga application or service, 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, Zynga, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or Zynga's Terms of Service. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SWEEPSTAKES' ENTITIES' SERVICES (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 SWEEPSTAKES ENTITIES AND THEIR 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.

iHeartMedia, 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.

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. 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. By participating in this Sweepstakes, entrants understand and agree that Zynga Inc. will share potential winners' personal information, including their names, contact information, and entry forms (if applicable), with the other Sweepstakes Entities as necessary for prize fulfillment and publicity purposes. iHeartMedia will retain the potential winners' personal information 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 and legal compliance 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. By participating, where allowed by law, all winner(s) grant the Company and Zynga Inc. 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.
- 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 any and all liability, loss or damage (including personal injury) resulting in whole or in part, directly or indirectly, from the administration of the Sweepstakes, entrant's 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: (i) to 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 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 quasigovernmental 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 Sweepstakes Entities 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.

- 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 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.
- 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. <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. 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.