Promotion Name: Zynga + iHeartMedia (the "Promotion")

Sponsor Address: 699 8th Street. San Francisco, CA 94103

Telephone:

Sponsor: Zynga

Fullfilment: iHeartMedia

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THIS PROMOTION 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.

The "Words with Friends – iHeartRadio Country Festival "Ticket Promotion" ("Promotion") is sponsored by Zynga Inc. ("Zynga"). This Promotion is governed by these official rules ("Rules"). By participating in the Promotion, you agree to abide by these Rules, including all eligibility requirements, and understand that the results of the Promotion and the interpretation of these Rules, as determined by Zynga and its agents are final in all respects. The Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law. This Promotion is open to legal residents of the 50 United States, who are 18 years of age or older, or have reached the age of majority in the state or territory of residence at the time of entry. Void in U.S. military bases overseas and in Puerto Rico. Current and former Zynga employees, their immediate family members and persons living in the same household are not eligible. iHeartMedia + Entertainment, Inc is responsible for the fulfillment of this promotion."

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 Promotion rules, please visit the office of the Station during normal business hours or send your request by mail as instructed herein.

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

1. DESCRIPTION OF PROMOTION/PARTICIPATION.

Dates of Promotion: The Promotion will begin on Monday, March 25, 2018 at 6:00 PM Pacific Time ("PT") and end at 6:30 PM PT on Monday, April 8, 2018 ("Promotion Period"). The promotion will consist of three (3) Entry Periods as set forth below.

Entry Period	Start Date at 6:00 PM PT	End Date at 6:30 PM PT
Day 1	March 25, 2019	March 25, 2019
Day 2	April 1, 2019	April 1, 2019
Day 3	April 8, 2019	April 8, 2019

How to Enter:

Eligible users can enter one of the following ways:

- In-game: During each 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 any one of the three (3) iHeartRadio-branded trivia questions during any of the three (3) Entry Periods to be eligible to win a grand prize; OR
- Alternate Method: Complete and submit the entry form located <u>here</u>. All entries received online must be
 received during the Promotion Period. Any entry received or submitted online after the Promotion Period will
 not be valid and will not be deemed eligible.

Limit one (1) entry per person, regardless of method of entry.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Promotion 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 Promotion. 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 Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

2. RANDOM DRAWING/WINNER SELECTION: On or about Tuesday, April 9, 2019, the Company will randomly select one (1) Prize Promotion winner from among all eligible entries collectively received during the Promotion Period. Within three (3) days of the drawing date the potential winner will be notified via email to the address associated with their Words with Friends account, or provided on the alternate method of entry. The odds of winning depend upon the number of 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 Promotion; (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 Promotion 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 Promotion 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 Promotion events.

As a condition of participating in the Promotion, 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 Promotion (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 Promotion. 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 Promotion and in no situation shall anyone under the age of eighteen (18) be permitted to enter the Promotion 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 that may be awarded to the eligible winner is:

One (1) Winner will be awarded a trip for two (2) to the iHeart Country Festival in Austin, TX on May 4, 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 iHeart Country Festival in Austin, TX
 - o Arrive: Friday, May 3, 2019
 - Depart: Sunday, May 5, 2019
- Two (2) nights (one room/standard double occupancy) hotel accommodations;
- Two tickets to iHeart Country Festival
- Total approximate retail value ("ARV") of prize package: \$2000.00 USD
- Travel must be booked by April 15, 2019 and redeemed between May 3, 2019 and May 5, 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 closest 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 May 3, 2019 and May 5, 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.

Conditions and restrictions may apply. 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.

- Winner not entitled to any surplus between actual prize value and stated prize value.
- Zynga reserves the right to change the prize to one of equal or greater value, and may award the prize as a gift card, at its sole discretion.
- All expenses or costs associated with acceptance of the prize, including without limitation any applicable taxes not mentioned in these Rules are the responsibility of the winner.
- Zynga expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded.
- Zynga makes no representation or warranties concerning the appearance, safety or performance of the prize awarded.
- Prizes are non-transferable and are not redeemable for cash.

WINNER RESPONSIBILITIES

• Potential winners must provide Zynga their name, phone number, email address and mailing address in order to redeem the prize. Failure to respond within (3) business days of notice will indicate definitively that the prize has been declined and an alternative winner will be selected.

- Zynga may also request additional information or the completion of additional forms. If Zynga requests additional information or the completion of additional forms, potential winners must respond within five (5) business days of notice with all information requested from Zynga for Zynga to deliver the prize. Additional forms may include a W-9, Declaration of Eligibility and, except where prohibited by law, a Publicity Release. Failure to respond within five (5) business days of notice will indicate definitively that the prize has been declined and an alternative winner will be selected.
- In the event an initially selected winner declines the prize, is disqualified or unable to claim prize for any reason, Zynga, in its sole discretion, may award the applicable prize to an alternate winner selected at random. Two (2) alternate drawing will be held. If, after all alternate drawings are held, and alternate winners are unable to be secured, the prize(s) will remain unclaimed.
- Prizes will be delivered electronically to the winners.
- 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 any part of the Promotion; (ii) undermine the legitimate operation of the Promotion 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 PROMOTION 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 PROMOTION. 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 Promotion 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 Promotion; (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 Promotion; (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 Promotion; (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 Promotion; or (5) technical or human error which may occur in the administration of the Promotion 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 Promotion, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Promotion 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 Promotion 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 Promotion, by any human error which may occur in the execution of this Promotion, or any other causes which effect the operation of the Promotion or the rules of the integrity of the Promotion have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Promotion and/or (ii) stop or conclude the Promotion at any time without prior notice. Material changes to the Promotion rules will be broadcast on-air, when practical. In the event of termination of the Promotion 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 entering, except where prohibited by law, you are granting Zynga and its agents permission to publish your name, likeness (including your profile image), city, state, biographical material and entry content in any media in perpetuity for the purposes of advertising, publicity, and operation/administration of the Promotion.

This Promotion, the use of any Zynga website, forum or game and Zynga's use of any User Generated Content (UGC) is also governed by the Zynga Terms of Service, which are located at https://www.zynga.com/legal/terms-of-service. All information provided will be treated in accordance with Zynga's Privacy Policy, located at https://www.zynga.com/privacy/policy.

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 Promotion, 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 Promotion, and consent to opt-in will not improve your chances of winning.

6. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By entering the Promotion, you agree to indemnify, release and hold harmless Zynga and its affiliates, subsidiary companies, and any platforms on which the Promotion may be entered into, including without limitation Facebook, Zynga administrators, advertising and promotional agencies, attorneys, and all their respective officers, directors, employees, representatives and agents from any liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from that entrant's participation in the Promotion and the acceptance, use or misuse of any prize that may be won. Zynga and its parent, affiliate and subsidiary companies do not make any warranties, express or implied, as to the condition, fitness or merchantability of the prize. Zynga and its parents, subsidiaries, affiliates, advertising and promotional agencies, and all their respective officers, directors, employees, representatives and agents disclaim any liability for damage to any computer system resulting from access to or the download of information or materials connected with the Promotion.

By participating in the Promotion, 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 Promotion, 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 Promotion Entities, and, when applicable, the Promotion' 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 Promotion 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 Promotion Entities' sole control. Upon awarding the prize, the Company will have no further obligation to winner.

7. <u>TAXES</u>. 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.

- CONDUCT AND DECISIONS. All decisions of the Company will be final and binding on all matters relating to this Promotion. Persons who violate any rule, gain unfair advantage in participating in the Promotion, 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 Promotion 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 Promotion 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 Promotion null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Promotion have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Promotion; (ii) alter or amend these Promotion rules at any time; and/or (iii) stop or conclude the Promotion at any time without prior notice. Material changes to the Promotion 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 Promotion is delayed, rescheduled, postponed or cancelled, the Company reserves the right, but not the obligation, to modify, suspend or cancel the Promotion and shall not be required to award a substitute prize.
- BINDING ARBITRATION. Any controversy or claim arising out of or relating to the Company Promotion 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 PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.
- 10. MISCELLANEOUS/ADDITIONAL TERMS. Zynga reserves the right to cancel, terminate, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Zynga in its sole discretion. In such event, Zynga, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Persons found tampering with, attempting to "game" the Promotion, tampering with the Promotion in any way whatsoever to gain an unfair advantage, violating the fair play or spirit of the rules, or abusing any aspect of this Promotion will be disqualified. Zynga reserves the right to correct any typographical, printing, computer programming or operator errors, including without limitation computer errors that erroneously award prizes.

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 Promotion. 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 Promotion, 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 Promotion, 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 Promotion 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.

Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or rights and obligations of entrants and Zynga in connection with this Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of California. The Company and participating Station(s) shall follow the applicable laws for conducting Promotion, 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 Promotion, etc. as required by applicable local and state law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Promotion Official Rules, or the rights and obligations of entrant and Company in connection with the Promotion, 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.