## **CMG Survey Sweepstakes**

## **OFFICIAL RULES**

- 1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
- Eligibility. Subject to the additional restrictions below, the CMG Survey Sweepstakes (the "Sweepstakes") is open to: (i) legal residents of the US; and (ii) who are 18 years or older and the age of majority in their jurisdiction of residence at the time of entry. Employees of Cox Radio, LLC ("Sponsor"), Terrier Media Buyer, Inc., and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Sweepstakes or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Sweepstakes event.

Limit: Only one (1) prize winner may be selected from the same household every thirty (30) days in connection with any Sweepstakes sponsored or administered by Sponsor. If you or a member of your household has won a prize from Sponsor or any of its radio stations within the last thirty (30) days, you will be ineligible to receive a prize in this Sweepstakes.

3. <u>How to Enter</u>. Individual Survey Sweepstakes opportunities will be offered periodically by Sponsor.

The specific Sweepstakes will begin and end as set forth in the social media or email advertising material associated with the specific Survey Sweepstakes opportunity (the "Sweepstakes Period"). Sponsor will be the official timekeeper for the Sweepstakes.

If you wish to enter the Sweepstakes, follow all on-screen instructions and complete the entry form with all required information.

The Survey accompanying the social media or email advertising material for this Sweepstakes is optional to complete.

By participating in the Sweepstakes, you agree to be bound by Sponsor's Visitor Agreement and Privacy Policy, which are available on the Sweepstakes and Survey website(s) and are hereby incorporated by reference.

In the event a Survey is offered by a Sponsor radio station, you agree to be bound by such station's Visitor Agreement and Privacy Policy, available on such station's website.

Maximum one (1) entry per person and per email address during any Sweepstakes Period.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender,

Sponsor, or Sponsor's Sweepstakes application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Sweepstakes eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

4. <u>Winner Selection</u>. At the close of the Survey Sweepstakes, Sponsor will select (1) potential Grand Prize Winner in a random drawing from among all eligible entries received during the Sweepstakes Period.

Odds of winning depend on the number of eligible entries received.

5. <u>Prize Description</u>. One (1) Grand Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Grand Prize Winner will receive the prize as described in the Survey Sweepstakes opportunity advertisement. The Prizes will vary for each Sweepstakes opportunity.

Prize issuer terms and conditions may apply.

No credit or cash will be given for any unused portion of any prize package. No refund or compensation will be paid in the event a prize is defective. Sponsor is not responsible for lost or damaged prizes. All warranty claims must be made with the original manufacturer or issuer.

If the prize is electronic, the retail value may be subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the retail value is estimated and the date the prize is awarded or redeemed. A winner will not receive the difference, if any, between the retail value at the beginning of the Sweepstakes and the retail value at the time of prize delivery.

If the prize is a cash award, and further subject to the terms below, Sponsor is not responsible for any prize check(s) lost in the mail. Replacement checks may be issued upon request at the Sponsor's discretion.

If the prize is a gift card, card issuer terms and conditions may apply. No refund or compensation will be paid in the event a gift card, voucher, or certificate can no longer be redeemed because the intended company/retailer has closed or is unavailable. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen gift cards, vouchers, or certificates.

If the prize involves tickets to a sporting event, a concert or a show ("Event"), no refund or compensation will be paid in the event of the cancellation or delay of the Event. Sponsor will not be liable if the Event, or any portion of it, is cancelled or delayed. Sponsor may, in its sole discretion, attempt to reschedule for a future event. Prize winner is prohibited from selling or re-selling any ticket prize. Any such sale is deemed a breach of this contract and may subject winner to legal action and disqualification from participating in future promotions. Event tickets are subject to certain terms and conditions as specified by issuer. The terms and conditions of the Event tickets may govern if the Event is cancelled due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen Event tickets, vouchers, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor.

If prize includes airfare, lodging, or other special component, see a station's website for Official Rules and prize details.

6. <u>Winner Notification and Acceptance</u>. Potential winners will be notified after the close of the Survey Sweepstakes Period at the telephone number and/or email address provided on the potential winner's entry form.

In order to claim a prize, potential winner must respond to Sponsor's notification forty-eight (48) hours of notice or attempted notice.

Sponsor will provide prize redemption information. The winner may be required to provide a valid government-issued photo ID proving eligibility and electronically sign a release form within thirty (30) days after notification.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned within thirty (30) days days/hours of notification.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period. Sponsor will conduct up to three (3) alternate drawings, after which the prize will remain unawarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

- Participation. By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Sweepstakes judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.
- 8. <u>Publicity Release</u>. BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT SPONSOR, TERRIER MEDIA BUYER, INC., FACEBOOK, INC., AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH

YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE SWEEPSTAKES OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.

- 9. <u>Indemnification</u>. If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.
- 10. Release. BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.
- 11. <u>Limitations of Liability</u>. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEB SITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon a random drawing from among eligible entrants.

- 12. <u>Construction</u>. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 13. **No Affiliation**. This Sweepstakes is in no way sponsor or administered by Facebook, Inc. All inquiries regarding the Sweepstakes should be directed to Sponsor.
- 14. Sponsor. The CMG Survey Sweepstakes is sponsored by Cox Radio, LLC. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a list of winners (available after the close of any Survey Sweepstakes opportunity) or а CODV of these Official Rules. visit www.mediaquery.com/ContestRules/CMG\_Radio\_Sweepstakes\_Official\_Rules\_All\_Stations.pdf or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), CMG Survey Sweepstakes, 1601 W Peachtree St NE, Atlanta, GA 30309, Attn: Amanda Allwood. If you have any questions regarding this Sweepstakes, please contact Amanda. Allwood@cmg.com.

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