

## OFFICIAL CONTEST RULES

Contest Name: HOLLY JOLLY HOLIDAY (the "Contest")

Station: [WWUS, WCNK, WEOW](#) WAIL WAVK & WKWF (the "Station") [insert hyperlink to a list of the participating stations with address, telephone and web](#)

Station Address: [Participating Stations](#) [insert hyperlinks or list the address and telephone for NY if it is an iheart contest](#)

Telephone: WAIL 305-293-9245 WCNK 305-515-0139 WEOW 305-294-9925 WKWF 305-872-9100 WAVK 305-872-9100 WWUS 305-745-2460

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING.** This Contest is open only to individuals ("Entrants") who are legal residents of the 50 United States and the District of Columbia that are or will be at least 18 years of age at the time of entry. If you are not a permanent resident of the United States or you are not the required age as of time of entry, you are not eligible to participate in this Contest or to win a prize. Void outside participating Station's Total Market Area (TMA) and where prohibited or restricted by law. Odds of winning depend upon the number of eligible entries received during the Contest Period. **THIS CONTEST 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.**

FLORIDA KEYS MEDIA, Inc., its subsidiaries, affiliated companies and divisions to include individual Stations, (collectively, the "Company"), will conduct its promotional contests substantially as described in the official contest rules, and by participating, each participant agrees as follows:

The Company may from time to time conduct contests 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 contest as announced on the affected station. Participating stations are listed in Appendix A hereto attached. For a list of participating stations and/or a copy of the official contest rules, please visit the office of the participating station during normal business hours or send your request to as instructed herein.

The Contest is administered by the Company and any questions, comments or complaints regarding the Contest must be directed to the contest administrator. Entrant(s) acknowledges and understands that any information provided will be used for administering the Contest and in accordance with Florida Keys Media privacy practices found [here](#). The Company together with any contest sponsor(s), promotional partner(s), administrator and third party prize fulfillment service are herein collectively referred to as the Contest Entities.

### 1. Description of Contest/Participation.

A. **Dates of Contest:** Contest will begin 12/10/16 at 6am EST and ends on 12/20/16 EST. ("Contest Period"). The registration period shall begin 12/10/16 at 6am EST and end at 11:59PM on 12/20/16EST. *Entrants not located within the referenced time zone, must factor in the time difference for the defined time zone in which they are located, e.g. February 14, 2012 at 3:00 am (EST) is February 13, 2012 at 11:59 pm Pacific Standard Time (PST)*

B. **How to Enter:** Register by logging onto the participating Station's website beginning 12/10/16 at 6am EST and follow the contest links to access the official contest page to complete the on-line registration form. Deadline for registration is 11:59PM 12/20/16 at EST. Valid contest entries must contain all information requested and must be received by the Website's administrator on or before the deadline for registration.

Entries are subject to any applicable restrictions or eligibility requirements listed herein. Entries will be deemed made by the authorized account holder of the email or telephone phone number submitted at the time of entry and qualification. Use of any device to automate entry is prohibited. 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. Company is not responsible for lost, late, illegible, misdirected, mutilated, postage-due or incomplete entries or mail. Multiple participants 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 Contest 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 receipt by the website administrator for online entries. When applicable the website administrator's computer will be deemed the official time keeping device for the Contest promotion. Entries must contain all information requested and must be received on or before the deadline for registration to be considered valid. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. A limit of one entry per day is allowed per individual and if applicable per e-mail address for the duration of the contest, unless otherwise specified above; and accordingly subsequent entries determined to be submitted from the same email address or from the same individual using multiple email addresses in violation of this rule will be declared ineligible. All Entries become the property of Company and will not be receipt acknowledged or returned. Administrator's decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest.

C. **Winner(s) Selection:** On or about 12/20/16 the Company will at random select 20 winners from all eligible entries received collectively from all of the participating stations' before the entry deadline. If an entrant is unable to verify registration 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 choose an alternative qualifier or possible winner in the event that a qualifier or possible winner has been disqualified or is deemed ineligible. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail or any other form of communication Station may use to contact the qualifier and/or a potential winner. The Company is not responsible for any change of email address, mailing address and/or telephone number of entrants. The Station is not obligated to leave voice mail, answering machine or other message. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a qualifier or potential winners or for any late, misdirected, or if the qualifier 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 notification or unless otherwise stated herein, the entrant will automatically be disqualified and their prize will be forfeited, no alternative prize will be substituted. All decisions of the Company and/or judges will be final. If any prizewinner and or qualifier are not available to participate, deemed ineligible or disqualified for any reason whatsoever as specified by the Contest Entities, in their sole discretion, the qualifier and or prizewinner privileges will be forfeited entirely and an alternative qualifier and or prizewinner may be selected from among the Eligible Entries received, as defined herein. 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 Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with the rules, then you will be disqualified; and (e) The potential winner and or qualifier must be available to participate when applicable in any portion to the contest that participation may be required to be considered eligible.

2. **21 Prize(s).** No more than the advertised number of prizes shall be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Company. Administrator is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment company. The Company and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this contest. The prize is awarded if properly claimed according to the Rules and if there are sufficient eligible entries. The Company does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of winner(s). If the winner is disqualified or is found to be ineligible for the contest, the Company reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. The prize(s) that may be awarded to the eligible winner(s) are:

**KEY WEST INSTITUTE OF PLASTIC SURGERY – CONSULT GOOD FOR \$5000 WORTH OF PLASTIC SURGERY**  
**PARADIS TATTOO - \$100 GC**  
**FAIRVILLA - \$100 GC**  
**BELLA LUNA - \$100 GC**  
**THE BUCK TOOTH ROOSTER - \$100 GC**  
**CASH FLOW - \$100 GC**  
**SANDYS CAFE - \$100 GC**  
**CARQUEST - \$100 GC**  
**CROISSANTS DE FRANCE - \$100 GC**  
**THE STUDIO HAIR & TAN - \$100 GC**  
**KEY WEST PAWN SHOP – FREESTYLE DIVE WATCH \$130 VALUE**  
**SLICE OF PARADISE - \$100 GC**  
**HABITAT FOR HUMANITY - \$100 GC**  
**MOLLYS PAWN - \$100 GC**  
**FARO BALNCO - \$150 GC TO LIGHTHOUSE GRILL**  
**OVERSEAS BAR & GRILL - \$100 GC**  
**RADIO SHACK - \$100 GC**  
**KELLYS AERIAL ARTS & FITNESS - \$100 GC**  
**SMALL DOG ELECTRONICS - \$100 GC**  
**COOL GUY STUFF - \$100 GC**  
**THE KEY WEST THEATRE – TICKETS TO A CONCERT**

*Conditions and restrictions may apply.* All applicable taxes (including, but not limited to all local, state and federal taxes) on all respective prizes awarded, upgrades and any other expense(s) not specifically identified in these Official Rules as included in a prize are the sole responsibility of each winner. The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize, except in the Company's sole discretion. All prizes must be redeemed within 30 days of the contest end date unless otherwise stated in the contest's official rules or upon notification, or unless required as in date specific prizes. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If the winner is not available on the specified dates, winner will be disqualified and the Company reserves the right to choose an alternative prize winner. For certain prizes which are date specific such as event or concert tickets, the Company is not responsible for the 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 Sponsor. 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. Any prize substitution shall be at the sole discretion of the Company and or Sponsor(s). When applicable prizes involving personal appearances of artists or celebrities are subject to artist/celebrity's schedule. If, after a prize has been selected and ticketing has been completed, artist/celebrity is unable to appear, such portions of the prize will be forfeited and Sponsor and/or 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 a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. 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. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

3. Eligibility and Limitations. Unless otherwise stated herein above, participants and winner(s) must be at least 18-years old, as of the date of entry and prize award and is a legal resident of the 50 U.S. or D.C. Participants and winners must reside within the participating Station's Total Market Area (TMA) as determined by the Station or otherwise defined by Arbitron. Commonly the TMA represents the total overall radio station's comprehensive listening market audience within a geographic area encompassing all industry defined media market areas. In the event a participant must be at least 18 years old but are not the age of majority in their state of residence, then whichever is older, shall determine the minimum age requirement for eligibility of the entrant, when applicable. If entries include minors, a parent or guardian of any participant who is a 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. Unless otherwise stated herein, only one (1) entry per person and only one (1) prize per household for any thirty (30) day period. The potential prize winner and, if the potential prize winner is under the age of the majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi), 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 selected from all remaining eligible entries. Notwithstanding the determined age requirement set forth above, 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 contest and no one under the age of thirteen (13) shall be permitted to enter any Contests at any time, under any circumstances. Affiliates, and each of their respective employees, shareholders, directors, officers, members, successors or agents of the Company, the Contest's participating sponsors and their advertising agencies, employees of other radio or 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.

4. Tampering and Delivery Disclaimer. (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating 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 Contest; (ii) attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants or The Company's Agents; and/or (iv) otherwise violating these Official Rules or the Terms of Use of The Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE OPERATION OF THIS CONTEST 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 CONTEST. If, in The Company's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Contest, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Contest, The Company reserves the right to void suspect Entry and/or evaluations and/or terminate the Contest and award the Prize in its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address, the entry in question may be disqualified. For all contests 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 is not responsible for 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 Contest, and 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 Contest. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area

code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. Any entry forms in a register-to-win contest must be handwritten. Photocopies or mechanical reproductions of any entry forms are not permitted. By participating in a contest in which text message-based entry is permitted, entrants acknowledge that text messages are distributed and delivered through third party providers; the Stations do not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. Not all wireless carriers support access to a common short code (CSC). The CSC being used to enter a contest may or may not be compatible with all wireless carriers, and as such, you may not be able to enter through the CSC method of entry. Entrants may use the alternative entry method to ensure registration. The Station will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. The Station, through its third party text messaging administrators, will store all messages received on its system, and will send participants reply texts relating to the Contest throughout the Contest Period and up to 60 days. For help text HELP and to stop, text STOP to the specified program short code and follow the instructions provided at the entry process. Standard text and data rates will apply. The Station is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. The Station further reserves the right to cancel, terminate or modify the contest if, in the sole discretion of the Station, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. The Station may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. The Station reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. In the event of termination of the Contest by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company. In no event will the type and quantity of prizes awarded exceed the number of prizes described in the Contest Official Rules.

5. Voting Contests. If the Contest involves listener participation by voting for a Contest participant on the station's website then the voting is limited to one vote per person. If a contestant receives multiple and/or irregular votes from the same user or users, regardless of the source, the Station reserves the right to disqualify the Contestant its sole discretion. By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. Voting is limited to one vote per person/verified email address. If an entrant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Station reserves the right to disqualify the entrant in its sole discretion. If the contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Company reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions of the judges are final.

6. 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. By participating, where allowed by law, all winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list. For more information about how the Company will use information collected in connection with this Contest, please see Company's privacy policy link by accessing the participating Station's website or visit any participating Station during normal business hours for a printed copy. On occasion participant 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 participant has agreed to any available opt in opportunities provided from a third party, that may or may not be associated with this Contest, participant understands and acknowledges that information (including participant's personally identifiable information) provided will be collected independently by Clear Channel (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. Any available opt-in opportunities are not required to enter the Contest, and consent to opt-in will not improve your chances of winning.

7. Consumer Created Content. If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the company and the station a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose. BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S WEBSITE, IN COMPANY'S DISCRETION. Content: (a) must comply with these Official Rules and any Terms of Service on the Station website; (b) must be uploaded through the in format specified and must comply with the posting requirements set forth above and as posted on the Station website; (c) cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;

content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) cannot be obscene or offensive, endorse any form of hate or hate group; (e) cannot defame, misrepresent or contain disparaging remarks about Company or its products, or other people, products or companies; (f) cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (g) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Company does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Company) is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Company; (h) no background artwork should appear in a content unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in the content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein; (i) cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (j) cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Company wishes to associate; and (k) cannot depict, and cannot itself, be in violation of any law. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WERE NOT EDITED BY COMPANY AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF COMPANY IN ANY MANNER. Any waiver of any obligation hereunder by Company does not constitute a general waiver of any obligation to entrants. Company reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion. Company reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her entry which fails to comply with the Contest entry requirements prior to any judging or voting period. By submitting content you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from a person whose name, likeness or voice is used in the content and (f) and that publication of the content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Company, its Stations, and agents from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Company's use of such content, in a form satisfactory to administrator, upon request, prior to award of prize and/or naming of entrant as a winner. By accepting a prize, the winner agrees that his or her content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Company all of his/her right, title and interest in and to his/her video, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Company, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their content. Company reserves the right to alter, change or modify the winning content, in its sole discretion. Upon request of Company, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Company, reasonably necessary to establish the ownership of record of the right, title and interest in and to the content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Company fail to request the said assignment as stated, that shall not be deemed a waiver of Company's rights and Company may at a later time request the assignment.

8. Releases and Conditions. As a condition of participating in the Contest, participants agree and acknowledge that in order to receive a prize, participants must sign an official waiver form provided by the Company and agree to the terms herein, including but not limited to the prize conditions in this paragraph. The prize is subject to certain terms and conditions as specified herein. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors, prize provider(s), any applicable third party fulfillment service, and each of their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. Winner and if applicable, winner's guest must comply with all rules and regulations. Failure to do so may result in forfeiture of prize in its entirety. The prize elements will be awarded as described herein (subject to legal restrictions, etc). By accepting the prize, Prize Winner must agree to the prize conditions on participation and must sign a release to be eligible to receive a prize and hereby agrees that: (i) that all decisions of the Company, judges, and Contest Entities with respect to the Contest are final and binding; (ii) to release the Company, any participating Station, and when applicable the Contest's 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 Contest and the award or use of the prizes; (iii) to allow the Company and sponsors to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this contest, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. The Contest Entities 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 Contest Entities' sole control. All taxes, related fees, other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of prizewinner. The Company, Sponsor, and Station does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose. The Company will have no further obligation to winner.

9. **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 taxes related to the prize(s) and paying any expenses associated with any prize(s) which are not specifically provided for in the official rules, regardless of whether 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.

10. **Conduct and Decisions.** By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. If, for any reason, more bona fide winners come forward seeking to claim the Prize, the 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. All decisions will be made by the Company and are final. Any reference in these Official Rules or as part of the Contest to The Company's, Station's and/or Sponsor's "discretion" and/or any exercise of discretion by Sponsor, Station or the Company shall mean in Company's, Station's and/or Sponsor's "sole and unfettered discretion." Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law. The Company further reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) cancel, terminate or modify the contest if, in the sole discretion of the Company, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort; (iii) alter or amend these Contest rules at any time; and (iv) stop or conclude the Contest at any time without prior notice. Material changes to the contest rules will be broadcast on-air, when practical.

11. **Miscellaneous.** Void outside the United States, and wherever prohibited or restricted by law. Station 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 participants. Odds of winning depend upon the number of eligible entries received during the Contest Period from all participating stations. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules, or discontinue the Contest at any time as announced on the Station(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. 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 Station's website. As a condition of participating in the Contest, participants agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participation in the Contest 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.

12. **Compliance with Law.** The conduct of the Contest is 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 contests, 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 Contest, etc. as required by applicable local and state law.

#### **Appendix A - Participating Stations**

*The Sponsor is conducting the Sweepstakes concurrently and simultaneously on several participating stations that are located in various States and their perspective time zones. Entrants not located within the referenced time zone, must factor in the time difference in determining the dates and times stated herein. The Sponsor may add or remove participating stations or change call letters of any participating station at any time during the Sweepstakes as announced on the affected station. The Station's participation in this Sweepstakes during the Sweepstakes dates may vary from day to day as announced on air of the affected Station, and as listed as amended in Appendix A and if applicable the individual Station's Addendum. Station will announce participation. Stations participating in this Sweepstakes may include all stations owned or operated by Florida Keys Media.*