

## DESERT TRIP FLYAWAY KEYWORD SWEEPSTAKES – AUGUST 2016

### OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, the Desert Trip Flyaway Keyword Sweepstakes (the "Sweepstakes") is open to legal U.S. residents who are 21 years or older and the age of majority in their jurisdictions of residence at the time of entry and residing in the listening area for any of the following radio stations: WZLR (Dayton, OH), WSRV (Atlanta, GA), KGLK (Houston, TX), KTKX (San Antonio, TX), WJGL (Jacksonville, FL), WMMO (Orlando, FL), KJSR (Tulsa, OK), WXGL (Tampa, FL) and WBAB (Long Island, NY) (collectively, "Stations"). Listeners accessing Sponsor's radio station audio via IP connections like website-based streaming or mobile devices are welcome to enter, but must reside in the listening area of one of the participating stations to be eligible to win. Employees of Cox Media Group, LLC ("Sponsor"), any Station, 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.
3. **How to Enter.** The Sweepstakes will begin at 8:59 a.m. Eastern Time ("E.T.") on August 29<sup>th</sup>, 2016 and end at 5:59 p.m. E.T. on September 16<sup>th</sup>, 2016 (the "Sweepstakes Period"). Sponsor will be the official timekeeper for the Sweepstakes.

To enter, during the Sweepstakes Period, listen to any Station starting at the following times each weekday: 9:00am ET, and/or 5:00pm ET (each, a "Listen Time"). During each Listen Time every weekday during the Sweepstakes Period, a unique keyword will be announced ("Keyword"). To enter the drawing for any Listen Time, you must text the Keyword to 70123 within fifteen (15) minutes of announcement of the Keyword AND Sponsor must receive your text message with the correct Keyword within fifteen (15) minutes of the announcement of the Keyword. Each text received consistent with the foregoing and these Official Rules will result in one (1) entry into the drawing for the applicable Listen Time ("Entry"). There will be no contests held on Labor Day (September 5<sup>th</sup>, 2016).

Limit one (1) Entry per person for each Listen Time. There will be a total of twenty-eight (28) Keywords announced during the Sweepstakes Period. Text and data rates apply – participants will be charged for sending and receiving under this Sweepstakes according to his/her carriers' rate plan(s).

Sponsor will not be responsible for loss of text messaging service to either Sponsor or any participant, or for a failure in receiving an Entry due to malfunction of any network or system, congestion, any technical or human error, failures or malfunctions of any kind, including the congestion, overload, busy signals, or any other factor. 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. In the event of a dispute, an Entry will be declared made by the authorized account holder of the account from which the text message was sent. "Authorized account holder" is defined as the natural person who is assigned to a telephone number or other identifier automatically associated with the text message by a wireless service provider that is responsible for assigning the same.

4. **Winner Selection and Odds.** At approximately fifteen (15) minutes after each Listen Time, Sponsor will announce the winning Entry based on a random drawing from all Entries received for that Listen Time. Sponsor will make three (3) attempts to call each potential Winner, within ten (10) minutes of the conclusion of each text deadline (by 9:25am ET and 5:25pm ET). If these three (3) attempts go unanswered, Sponsor may select an alternate potential Winner from remaining Entries received during the applicable Listen Time. There will be a total of two (2) Winners announced each weekday, and a total of twenty-eight (28) drawings, during the

Sweepstakes Period. Individuals may only win once during the Sweepstakes Period. Odds of winning will depend on the total number Entries received for a given Listen Time.

5. **Prize Description.** There will be a total of forty-five (45) qualifying text Winners announced during the Sweepstakes Period and, subject to verification of eligibility and compliance with these Official Rules, each Text Winner will receive a check for five hundred dollars (\$500). In addition to the cash prizes, Text Winners will automatically be entered in a weekly random drawing for the chance to win a Grand Prize fly-away trip (each, a "Trip"). There are three (3) Grand Prize Trips in total, each valued at \$8,000, for which eligibility and awards will be determined in the following way: Grand Prize Trips will be given away at the end of each week of the Sweepstakes Period. A Text Winner's ability to participate in the Grand Prize Trip drawing and win a Trip ("Trip Prize") will depend on the date he/she is verified by Sponsor as a qualifying Text Winner – i.e., all verified Text Winners as of the date of the applicable Trip drawing will be entered in the Grand Prize drawing. One (1) Text Winner will be randomly chosen from all qualifying Text Winners each week to receive a Grand Prize Trip.

The Grand Prize Trip drawings will take place on or about September 2<sup>nd</sup>, September 9<sup>th</sup>, and September 16<sup>th</sup>, 2016. The Trips, times and details are subject to change.

All Trips depart from either JFK (New York), Dayton, Atlanta, Jacksonville, Tampa, Orlando, Houston, San Antonio or Tulsa (each, a "Departing Airport"). Each Trip Prize consists of a round-trip economy-class air fare for Trip Prize winner and one (1) guest from a Departing Airport to Los Angeles, four (4) nights double occupancy hotel accommodations (one (1) standard room only) at a hotel chosen by Sponsor in its sole discretion, rental car for ground travel, and two (2) general admission tickets to the three (3) day Desert Trip Festival in Indio, California on October 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup>, 2016. Sponsor will determine airline, flight itinerary, and seating in its sole discretion. If the Trip Prize winner cannot travel during the specified travel dates, then he or she forfeits the entire Trip Prize. The Approximate retail value of the Trip Prize is \$8,000.

**Trip Prize Terms:** All expenses and incidental travel costs not expressly stated in the prize package description above, including costs of meals, parking, ground transportation, gratuities, transportation to and from airport, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, and all other expenses not specified above, are the sole responsibility of the Trip Prize winner. The Trip Prize may be subject to blackout periods, and other restrictions may apply. Travel is subject to the terms and conditions set forth in this Sweepstakes and those set forth by the Sponsor's airline carrier of choice, as set forth in the passenger ticket contract. The Trip Prize winner and guest are responsible for obtaining any insurance (including but not limited to, any travel or health insurance).

The Trip Prize winner and travel companion are responsible for obtaining identification documents necessary for travel. Trip Prize winner must be twenty-one (21) years of age or older and possess a valid driver's license in order to utilize rental car arrangements to travel from the hotel to the concert venue. Trip Prize winner may be required to present a credit card at time of hotel check-in. Trip Prize winner and travel companion must travel on identical itinerary. Unless a child of the Trip Prize winner, guest must be at least eighteen (18) years of age as of the date of departure. If the Trip Prize winner does not designate a guest in accordance with these Official Rules, no consideration will be provided to the Trip Prize winner for the value of the guest's portion of the prize package. The Trip Prize winner must provide Sponsor with the name, address, and date of birth of his/her guest by September 19<sup>th</sup>, 2016. No credit or cash will be given for any unused portion of the Trip Prize.

No refund or compensation will be paid in the event of the cancellation or delay of the Trip Prize concert ("Event"), or any portion thereof. 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. 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.

**Approximate Retail Values (ARV):** The ARV of the Trip Prize is \$8,000. The total value of all cash prizes awarded under this Sweepstakes is fourteen thousand dollars (\$14,000). The total value of all Trips is twenty-four thousand dollars (\$24,000). The total value of all prizes awarded under this Sweepstakes is thirty-eight thousand dollars (\$38,000).

**Limit:** One (1) \$ 500 prize per person and One (1) Trip per person. Individuals may only win once during the Sweepstakes Period.

6. **Winner Notification and Acceptance.** Sponsor will make three (3) attempts to call each potential winner, within ten (10) minutes of the conclusion of each text deadline (by 9:25am ET and 5:25pm ET). If these three (3) attempts go unanswered, Sponsor may select an alternate potential Winner from remaining Entries received during the applicable Listen Time. Sponsor will not accept return phone calls. Potential Winners must answer their phone when contacted, in order to be a verified potential Winner.

To claim his/her prize, the potential winner must personally visit the Station in his/her listening area within forty-eight (48) hours after notification (office visits must be between the hours of 9 a.m. ET and 5 p.m. ET, weekdays) and must present a valid government-issued photo ID. At that time, the potential winners may also be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law).

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 applicable Listen Time.

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. 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.

7. **Publicity.** EXCEPT WHERE PROHIBITED, BY ENTERING THE CONTEST, YOU AGREE THAT THE RELEASED PARTIES (AS DEFINED BELOW) HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON ANY SPONSOR OR STATION WEBSITE(S) AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE CONTEST 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.

8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and or administrators selected by Sponsor, which are final and binding in all respects. 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. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including, but not limited to, 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, integrity or proper operation of the Sweepstakes as determined by Sponsor, in its sole discretion. 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.
9. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, COX MEDIA GROUP, LLC COX ENTERPRISES, INC., THE STATIONS, 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") 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.
10. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING 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 prizes by a random drawing among all legitimate eligible prize claims.

11. **Sponsor.** This Sweepstakes is sponsored by Cox Media Group, LLC, 6205 Peachtree Dunwoody Rd., Atlanta, GA 30328. 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 September 23<sup>rd</sup>, 2016) or a copy of these Official Rules, send a self-

addressed stamped envelope to: Desert Trip Flyaway Keyword Sweepstakes - Request Winner List – 7136 S  
Yale Ave #500 Tulsa, OK 74136.