

BROADCAST ARCHITECTURE®

Official Contest Rules and Regulations:

1. The Smooth Jazz Top 20 Countdown®, Smooth Jazz Network®, Smooth AC®, Broadcast Architecture, Inc.®, its subsidiaries and affiliated companies (together, “The Company”), will conduct Contests substantially as described in these rules, and by participating, each participant agrees as follows: The Company may conduct the Contest concurrently and simultaneously on several participating radio stations owned and not owned by The Company, and in various States

2. All entrants to contest broadcast and executed by The Company both imply and agree to participate in the contest of their own volition, and will follow the rules provided herein by said participation in the contest. **NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING.** Void where prohibited. Odds of winning depend upon the number of participants.

3. **Prize(s).** The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed within 30 days of being notified by the promotions department that the prize is available for pick up unless otherwise specified at the time of winning. If a winner fails to pick up a dated prize in time to redeem the benefit, the winner forfeits the prize and no other prize will be awarded in its place. If a winner cannot be contacted or is disqualified, The Company reserves the right to determine an alternate winner or to not award that winner’s prize, in its sole discretion. All prizes must be accepted as awarded. The Company retains the right to substitute a prize with another similar prize in the event the original prize offered is not available due to circumstances beyond The Company’s control. If prizes are to be mailed, they are to be sent to winners via standard United States Mail service, unless otherwise noted. Inability of winners to accept the prizes will result in forfeiture. Certain prizes may require winner to be 18 years of age or older, or have signed permission of parent or legal guardian to accept the prize. Prizes will be mailed/available for pickup 6-8 weeks after they have been awarded, unless otherwise noted. Concert tickets are usually not available until 2 weeks prior to the concert date. Winners will be contacted when concert ticket are available for pick up.

4. **Eligibility and Limitations.** Participants and winner(s) must be legal residents of the U.S., at least 18-years old as determined by The Company. Persons contesting as a duo or group are strictly prohibited. Only one (1) entry per person. Only one (1) prize per household for the Contest. Only one (1) prize per household from any of The Company’s stations within any sixty (60) day period. Employees 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 and 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 and/or sharing information whether or not related. Employees of Broadcast Architecture, Inc.®, its affiliated companies, their advertising agencies, and immediate families are not eligible to enter or win.

5. **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 which is not specifically provided for in the official rules. If the prize value is in excess of \$600, Prize winners must execute and return the release form, a W-9, a clear and readable photocopy of legal document social security number, and any additionally required forms within 10 days of receiving forms. The Company requires the completed documents and current proof of winners’ own personal official identification and valid social security number before prize can be released

to the winner. Receipt of prize may be delayed until such proof is received by The Company. 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. If the prize includes travel, lodging, entertainment, or a special event, winner is responsible for all taxes, expenses, and gratuities not expressly included in and as part of the prize. Winner agrees to accept all blackout dates, space availability requirements, etc. established by The Company's prize partner(s), such as hotels, airlines, trains, ships, etc. Winner agrees that acceptance of any trip taken as a prize from The Company does so entirely upon their own initiative, risk, and responsibility. If the trip requires traveling outside of the United States, the winner, upon winning the prize, must have a current and valid US passport. If the winner does not have a current valid US passport upon winning the prize, the trip may be forfeited.

6. Publicity; Use of Personal Information. By participating, where allowed by law, all participants and 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 disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes. Winner will permit The Company to use their name, voice and/or likeness without prior notice or compensation, for promotional purposes in connection with the contest in either broadcast or print forms.

7. Release. 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 and 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 use of any prize. In order to receive a prize, participants must sign an official waiver form provided by The Company. 9. Winner agrees to indemnify and hold forever harmless The Company, Broadcast Architecture, Inc.®, promotion agencies, their agents, officers, employees, affiliates and assigns for any injuries, accidents, misfortunes, or causes of action arising from or in connection with participation in any contest and/or acceptance of the prize. Any ties, disputes, conflicts, questions or concerns regarding The Company contests and/or their associated prizes will be handled by Broadcast Architecture, Inc.®, whose decisions are final and indisputable. If concerts or other ticketed events have been awarded as a prize and the concert or event is postponed, rained out, canceled, or for other reasons beyond our control does not occur, The Company will not be responsible for replacing the prize.

8. 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. 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 local and state law. Contest/Prizes subject to Federal, State, and local regulations and laws and is void where restricted or prohibited by law. Upon winning any prize from The Company, the contestant, their family members and members of their household (meaning those sharing the winner's same information- address and/or phone numbers) are no longer eligible to win any prize from The Company within a sixty (60) day period following the first win. Upon winning a prize valued at \$1,000 or more or winning a trip, the household may not win a second trip or prize within a one (1) year period following the first win.

9. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of The 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. All decisions will be made by The Company and are final. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED. Winners must use their true, legal name (as it appears on their government issued ID and Social Security Card) when playing contests or claiming prizes and may not win any contest under an assumed name. Winner will be disqualified and prize(s) forfeited if they are found playing under an assumed name or alias.

10. Telephone and Delivery Disclaimer. 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. For all contests the Company disclaims all liability for any delays, mis-delivery, 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. Entry forms in a register-to-win contest must be handwritten. No photocopies or mechanical reproductions of entry forms are permitted.

11. Amendment The Company retains the right to amend these rules and regulations at any time for any reason. 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, mail a written request with a stamped, self-addressed return envelope to The Company's address, listed below. All entries become the property of The Company and will not be returned. To be removed from our direct mail, email or fax lists, send a self addressed stamped envelope with contest name to Broadcast Architecture, Inc. 3967 E. Thousand Oaks Blvd. Suite I Westlake Village, CA 91362.