

**104.1 KRBE'S "WINGSTOP 2019 PROMOTION" CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station 104.1 KRBE ("Station"), owned and operated by Susquehanna Radio LLC., 9801 Westheimer Rd., Suite 700, Houston, TX 77042, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **104.1 KRBE "WINGSTOP 2019 PROMOTION"** Contest (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

**Eligibility.** This Contest is open only to legal U.S. residents, excluding Florida and New York residents, age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, who have not won a prize from the Station in the last 90 days or a prize valued at \$500 or more in the last 180 days, and whose immediate family members or household members have not won a prize from the Station in the last 90 days or a prize valued at \$500 or more in the last 180 days. **Void where prohibited by law.** Employees of Susquehanna Radio LLC., its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Contest Period.** The Contest will begin at **3:00 p.m., CST on Wednesday, July 10, 2019** and will run through **10:00 p.m., CST on Monday, July 29, 2019** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.** To enter:

**(i) Text:** Become a FREE KRBE Insider (by texting JOIN to 37530) between 3:00 p.m., July 10, 2019 to 2:00 p.m., July 11, 2019 in order to receive a specific keyword via text at 37530 at approximately 3:00 p.m. on July 11, 2019. Once received, listeners can text that keyword to 37530 for a chance to be entered into the Contest. One (1) Text participant will be called via random drawing by 3:00 p.m. July 12, 2019. In order to be selected as a Winner, participant must answer the phones when the station makes their 1st attempt to contact the participant. All phones must be answered by a live person, not by a voicemail, and the winning participant must answer or be immediately available to speak. Any phones answered by voicemail will be disqualified and the Station will, in their own discretion select another text participant to contact. The person who entered and answered the phone, and speaks with the station will be determined to be the Winner (subject to verification of eligibility and compliance with the terms of these rules) and will receive one (1) \$200 Wingstop gift card. **Standard text messaging rates, as established by an individual's wireless carrier, may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station. By entering using this method, you consent to the receipt of a bounce-back confirmation text. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. Limit one (1) entry per person per phone number.** Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry by using multiple/different

telephone phone numbers, identities, or any other methods will void that participant from further participation in the Contest. Entrants to a text-to-win contest do not provide detailed personal information at the time of entry given the limitations of the text message format, but the winner(s) must provide all requested information at the time the winner(s) is selected and notified. Such information may include: including first and last name, complete postal address (street, city, state, and zip code), email address, telephone number, and date of birth. **One person will qualify through this method.**

- (ii) Online:** Visit the Station's website [www.KRBE.com](http://www.KRBE.com) during the Contest Period, click on the "Contest" link, click on the "**WINGSTOP 2019 WEB PROMOTION**" Contest link, and complete the entry form. All entries must be received by 10:00 p.m. CST on Monday, July 29, 2019 to be eligible for the Prize. **Limit one (1) entry per person per day per email address.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted.

**BY ENTERING THIS CONTEST AND PROVIDING THE BUSINESS NAME/ADDRESS YOU WARRANT YOU HAVE THE PROPER AUTHORITY TO GIVE PERMISSION AND GRANT ACCESS FOR EMPLOYEES OF STATION AND/OR SPONSOR TO ENTER THE PREMISES OF THIS WORK PLACE FACILITY IN ORDER TO DELIVER THE PRIZE. YOU FURTHER WARRANT AND GIVE PERMISSION FOR STATION, IF IT SO CHOOSES, TO CAPTURE PHOTOS AND VIDEOS OF EMPLOYEES AND/OR PATRONS VISITING THE BUSINESS AT THE TIME THE PRIZE IS AWARDED. YOU ARE ALSO GIVING THE STATION AND/OR SPONSOR THE IRREVOCABLE PERMISSION TO USE ANY PHOTOS AND/OR VIDEOS FOR ANY PURPOSE IT SO CHOOSES IN ANY MEDIUM NOW KNOWN OR HEREINAFTER CREATED WORLDWIDE AND IN PERPETUITY.**

#### 4. Winner Selection.

- (i) **Text:** On or about 3:00 p.m. CST on Friday, July 12, 2019, Station will select one (1) entry for the Prize in a random drawing from among all valid entries received by the Station by way of the text entry method during the Contest Period. The winning entrants will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Station's decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within two (2) hours of notification will result in disqualification.
- (ii) **Online:** Station will select a total of five (5) entries for the Prize in a random drawing from among all valid entries received thus far at the time the winners are selected by Station via the online entry method during the Contest Period. Two (2) entries will be selected on or about 2:00

p.m. CST on Monday, July 15, 2019; two (2) entries will be selected on or about and 2:00 p.m. CST on Monday, July 22, 2019 and one (1) entry will be selected on or about 2:00 p.m. CST on Tuesday, July 30, 2019. The winning entrants will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Station's decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within one (1) hour of notification will result in disqualification.

5. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner may be notified by email and/or telephone call after the date of random drawing and/or winner determination. The potential winner will be required to sign and return to Station, within one (1) day of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the contest prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, Station may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.
6. **Prizes Offered.** Six (6) total prizes will be awarded in this Contest:
  - a] One (1) prize from the text contest method will consist of one (1) two hundred dollars (\$200) Wingstop gift card. **ARV: two hundred dollars (\$200).**
  - b] Four (4) prizes from the online contest method will consist of one (1) two hundred dollars (\$200) Wingstop gift card. The KRBE promotions team will visit the winner's business to deliver the prize and take promotional photos and/or video on July 17, 2019 and July 24, 2019 between the hours of 10:00 a.m. and 3:00 p.m. CST. [Two (2) businesses will be visited each day respectively.] **ARV: two hundred dollars (\$200).**
  - c] One (1) prize from the online contest method will consist of one (1) two hundred dollars (\$200) Wingstop gift card and tour of the KRBE Studio on a date to be mutually agreed upon by Station and winner. **ARV: two hundred dollars (\$200).**

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the prize depend on a number of factors including the number of eligible entries received during each contest method during the Contest Period and listeners participating at any given time. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

7. **Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Susquehanna Radio LLC., and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other

organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

8. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to use by the Station and its agents of winner's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
9. **Taxes.** All State, Local, Federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
10. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
12. **Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and

consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.

13. **Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
14. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

**CONTEST SPONSOR: Susquehanna Radio LLC., 104.1 KRBE, 9801 Westheimer Suite 700, Houston, Texas 77042 and Wingstop Restaurants, Inc., 5501 LBJ Freeway, 5<sup>th</sup> Floor, Dallas, Texas 75240.**