

104.1 KRBE'S "12 DAYS OF CHRISTMAS 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 "12 DAYS OF CHRISTMAS 2019 PROMOTION"** Contest (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

1. NO PURCHASE IS NECESSARY. 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 current and valid government-issued identification and 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. **A PERSON MAY WIN ONLY ONE (1) PRIZE AND ONLY ONE (1) WINNER PER HOUSEHOLD AND/OR IMMEDIATE FAMILY.**

2. Contest Period. The Contest will begin at **7:00 a.m., CST on Monday, November 11, 2019** and will run through **6:45 p.m., CST on Friday, November 22, 2019** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. How to Enter.

4. Text: Listen to the Station during the Contest Period during the times stated in the Appendix attached. When the Station plays the "cue-to-text" and reveals the designated KEYWORD, listeners should send a text message with the KEYWORD to 37530. The entry received within ten (10) minutes after the designated KEYWORD is announced, spelled correctly, and that is the one hundred fourth (104th) entry will be eligible for the prize. If the Station does not receive a minimum of 104 entries within the ten (10) minute timeframe, then the Station will randomly choose a texter from all valid entries during that timeframe to be the winner of the prize. The winning entrant will be contacted using the telephone number provided with the entry and will be awarded the prize, subject to verification of eligibility and compliance with the terms of these Contest Rules. ***Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:*** Due to the time delay that exists between the Station's analog over-the-air signal and the Station's online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station's analog over-the-air signal. As a result, the odds of an online listener entering this Sweepstakes on-air may be diminished. **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 Sweepstakes. 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.

5. **Winner Selection.** The one hundred fourth (104th) texter (as described above) and as determined by the Station in its sole discretion, may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Caller will be notified at the time of his/her call. Station's decisions as to the administration and operation of the Contest and the selection of the potential winners are final and binding in all matters related to the Contest.
6. **Verification of Potential Winner.** POTENTIAL CONTEST WINNER 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 will 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 three (3) days 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.
7. **Prizes Offered.** Seventy eight (78) prizes will be awarded in this contest. Prizes will be reflected in the Appendix. **See the Appendix for ARV of each prize.** 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 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.

8. **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.
9. **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.
10. **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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 SPONSORS: Susquehanna Radio LLC., 104.1 KRBE, 9801 Westheimer Suite 700, Houston, Texas 77042, Diamond Cutters International, 4265 San Felipe St #960, Houston, TX 77027, and BEL Furniture, 1115 Westpark Drive, Houston, TX, 77042.

Appendix

The Station will conduct the **104.1 KRBE's "12 Days of Christmas 2019 Promotion" Contest** substantially as described in the Official Contest rules. **A maximum of seventy-eight (78) persons may qualify through this method.**

Monday, November 11, 2019: One (1) winner total for this day. One (1) winner during the 7:00a.m. hour will win an Xbox One S 1TB Console – Two Controller Bundle. **ARV: is three hundred and twenty-three dollars (\$323).**

Tuesday, November 12, 2019: Two (2) winners total for this day. One (1) winner every hour during the 7:00a.m and 8:00 a.m. hours will win one (1) Apple Watch Series 5 in the form of an Apple store gift card. **ARV: is four hundred thirty-one dollars (\$431).**

Wednesday, November 13, 2019: Three (3) winners total for this day. One (1) winner every hour during the 7:00 a.m., 8:00 a.m. and 9:00 a.m. hours will win one (1) Samsung 50" 4K UHD Smart Series 6 TV and one (1) Mollai Collection Recliner from BEL Furniture. **ARV: is eight hundred and ninety-eight dollars (\$898).**

Thursday, November 14, 2019: Four (4) winners total for this day. One (1) winner every hour during the 7:00 a.m., 8:00 a.m., 9:00 a.m. and 10:00a.m. hours will win one (1) pair of **Bubble Diamond earrings** with natural White Diamonds in 14K White Gold from Diamond Cutters International. **ARV: is five-hundred dollars (\$500).**

Friday, November 15, 2019: Five (5) winners total for this day. One (1) winner every hour during the 7:00 a.m., 8:00 a.m., 9:00 a.m., 10:00 a.m. and 11:00 a.m. hours will win one (1) Apple Macbook Air 13" (1.6GHz Dual-Core Processor with Turbo Boost up to 3.6GHz 128GB storage Touch ID). **ARV: is one thousand one hundred and eighty nine dollars (\$1,189).**

Saturday, November 16, 2019: Six (6) winners total for this day. One (1) winner every hour during the 10:00a.m., 11:00a.m., 12:00 p.m., 1:00 p.m, 2:00 p.m. and 3:00 p.m. hours will win one (1) \$100 AMEX or VISA Gift Card. **ARV: is one hundred dollars (\$100).**

Sunday, November 17, 2019: Seven (7) winners total for this day. One (1) winner every hour during the 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00p.m, 2:00 p.m., 3:00 p.m. and 4:00 p.m. hours will win one (1) Amazon Echo Dot (3rd gen). **ARV: is forty nine dollars (\$49).**

Monday, November 18, 2019: Eight (8) winners total for this day. One (1) winner every hour during the 7:00a.m., 8:00 a.m., 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m and 2:00 p.m. hours will win one (1) Apple iPad Mini 64GB. **ARV: is four hundred thirty-two dollars (\$432).**

Tuesday, November 19, 2019: Nine (9) winners total for this day. One (1) winner every hour during the 7:00 a.m., 8:00 a.m., 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m, 2:00 p.m. and 3:00 p.m. hours will win one (1) Nintendo Switch with Neon Blue and Neon Red Joy-Con. **ARV: is three hundred twenty-four dollars (\$324).**

Wednesday, November 20, 2019: Ten (10) winners total for this day. One (1) winner every hour during the 7:00 a.m., 8:00 a.m., 9:00a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m, 2:00 p.m., 3:00 p.m. and 4:00 p.m. hours will win one (1) \$250 Amazon Gift Card. **ARV: is two hundred fifty dollars (\$250).**

Thursday, November 21, 2019: Eleven (11) winners total for this day. One (1) winner every hour during the 7:00 a.m., 8:00 a.m., 9:00a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m, 2:00 p.m., 3:00 p.m., 4:00 p.m. and 5:00 p.m. hours will win one (1) Apple AirPods Pro. **ARV: is two hundred seventy dollars (\$270).**

Friday, November 22, 2019: Twelve (12) winners total for this day. One (1) winner every hour during the 7:00 a.m., 8:00 a.m., 9:00a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m, 2:00 p.m., 3:00 p.m., 4:00 p.m., 5:00 p.m. and 6:00 p.m. hours will win one (1) Microsoft Surface Pro 6 (12.3" Touch-Screen – Intel Core i5 – 8GB Memory 128GB). **ARV: is nine hundred and seventy-three dollars (\$973).**