

*Sweepstakes consist of prizes being offered to participants selected on a random basis whereas a contest involves entrant participation and may require participants to use specific skills to solve or complete a specified objective in order to qualify for an award or submit entry material which will be judged using specific criteria. For all purposes hereinafter the term "Contest" shall collectively refer to both sweepstakes and contests.*

## **GENERAL CONTESTING GUIDELINES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING.** Eligibility and minimal age requirements vary depending on the nature of the contest. Subject to the specific contest rules; in general, all contestants must be at least 21 years old to be eligible for all contests affiliated with an alcoholic beverage manufacturer or distributor and must be at least 18 years old to be eligible to participate in contests that include hotel/motel accommodations, motor vehicles, boats, and/or air travel as prizes, unless otherwise stated in the Official Contest Rules. No one under the age of 18 will be permitted to enter a contest under any circumstances. Prairie Radio Communications contests are open legal residents of the states where Prairie Radio Communications stations are located. If you are not a permanent resident of one of these states (Wisconsin, Iowa, or Illinois) you are not eligible to enter the Contest or to win a Prize. **VOID IN ANY LOCATION WHERE PROHIBITED OR RESTRICTED BY LAW.** Do not enter any contest if you are not located in one of these states at the time of entry. Odds of winning depend upon the number of eligible entries received during the Contest Period. Refer to the specific contest's Official Contest Rules for more details and exact eligibility requirements.

Prairie Radio Communications 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. For a list of participating stations for each individual contest, please visit the offices of this Station during normal business hours or refer to the official contest rules.

The Contests are administered by the Company unless otherwise specified in the official rules and any questions, comments or complaints regarding the Contest must be directed to the contest administrator, unless otherwise specified. Entrant(s) acknowledges and understands that any information provided will be used for administering the Contest and in accordance with Prairie Radio Communications practices. The Company together with the contest sponsor(s), promotional partner(s) and administrator(s) are herein collectively referred to as the Contest Entities.

### **Description of Prairie Radio Communications Procedures and Participation:**

Prairie Radio Communications will run several online; live on-air and other various contests throughout the year on its radio stations. For these Contests, the Contest Period, duration and timing will be identified by the on-air host at the time the Contest is announced or otherwise disclosed on air or in the specific contest rules. Contest dates will vary from contest to contest as determined by the Station, please refer to the official contest rules for the respective contest to determine the "Contest Period" and other material terms applicable to the contest.

METHODS OF ENTRY: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Listen to the Station for the times to play and how to enter or participate in a specific contest. The dates, times, entry methods, winner selection and prizes will vary with each station giveaway, as determined by the Station and announced.

For **contests with text-message based entry**, entrants will be asked through on-air announcements, or via web, or texted message, or emailed message, to provide certain information via a text message submission to the short code announced or otherwise stated in the Contest's Official Rules. STANDARD TEXT MESSAGING RATES, AS ESTABLISHED BY AN INDIVIDUAL'S WIRELESS CARRIER, WILL APPLY, AND THE STATION(S) ASSUME NO RESPONSIBILITY FOR ANY FEES OR CHARGES INCURRED FOR AND ASSOCIATED WITH ANY TEXT MESSAGE SENT TO OR FROM THE STATION. Text message-based entry is subject to the on-air contest rules and the Official Contest Rules. For texting entries, one entry per phone will be permitted, unless otherwise specified. Decisions of the Company are final. Such decisions may include, but are not limited to, whether an entry adheres to the entry criteria, the time of entry receipt by the Station(s), the order in which text message entries are received, the eligibility of the entrant, and, in the event entry requires the submission of an answer or response, whether that answer or response is correct. By participating in the contest, entrants agree that the Station may contact them, via phone or text message, at the telephone number from which the text message entry was received. Any and all fees arising out of

the transmission of a text message shall be the sole responsibility of the entrant. 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 Company does not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. The Company 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 Company, through its third party text messaging administrators, will store all messages received on its system. The Company 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 Company further reserves the right to 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.

For **call in to win contests**, a “sunder” or cue to call will be aired randomly at various times along with a message instructing listeners to call for a chance to become a winner. Listen to the Station weekdays for the DJ to announce the cue to call in and be the designated numbered caller to the Station’s contest line. The correct caller will either automatically win the announced prize or be required to perform a task (i.e., answering a trivia question correctly), as determined by the Station and announced during the cue to call to win. Prizes for Call In to Win or “Cue to Call” Contests conducted by the Station will vary and be announced prior to the cue-to-call in. The various prizes awarded will normally range between \$10 and \$200 in approximate retail value. The cue to plays announced may at times also be for a qualifying spot to participate in a Grand Prize Event or drawing. Listen to the Station for details on specific giveaways and for the times to play. The dates, times, winner selection and prizes will vary with each station giveaway, as determined by the Station and announced during the cue to call. Winner must be the designated caller to the phone number announced; the designated caller, if eligible, will be a winner. If Company determines the designated caller is not eligible, the Company may select the next consecutive eligible caller as the winner for that playtime. Listen to the participating stations for details on specific times to play. *Contests broadcast on air are typically not valid on weekends and holidays unless otherwise mentioned in the specific contest’s rules or announced on air.* **Contest participants should not rely on streamed broadcasts in order to participate.** Listeners may be listening via the Station stream on the Internet: please be advised that you may be listening to a delayed stream of the radio signal, which may vary depending on your computer’s memory capacity and the speed of your internet connection. For that reason, we strongly recommend that you turn on your radio to the Station to participate in any call-in contest to be sure you are participating in “real time.” The Company assumes no responsibility for contestants not making timely phone calls to the station as a result of the delays in the Internet stream. **WARNING:** *Due to the nature of our programs that are heard on-line over the Internet, contests heard on the radio station’s Internet audio stream are slightly delayed from the time the contests heard on the broadcast station, and will be running behind the broadcast signal. Thus, all contests heard are delayed. This delay may last up to several minutes. This means that when the broadcast station announces the cue to call or text for a contest, listeners to the on-line audio stream will be at a greater disadvantage in participating over those listeners who hear the contests on a conventional radio.*

For **Register online to win contests** start by logging onto the Station’s website during the stated contest period and follow the contest links to complete the on-line registration form. Valid contest entries must contain all information requested and must be received by the Website’s administrator on or before the deadline for registration. Limit one (1) online entry per name and/or verified email address unless otherwise stated in the specific contest rules. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. Incomplete and/or prohibited multiple entries will be disqualified.

ADMINISTRATOR’S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF ITS CONTESTS AND OR THE SELECTION OF POTENTIAL WINNERS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO ANY CONTEST. In the event that a valid winner cannot be determined or verified, the Company in their sole discretion shall reserve the right to randomly select the potential Contest winner(s), from the eligible entries received or played on or before the registration deadline stated in the Official Rules when any circumstance has occurred causing the validity of a winner or the verification of such has been compromised.

*Contestants may contact their local station to determine eligibility requirements for a specific contest or visit the Station’s website for more information.* Entrant participation and how the winner will be determined will vary depending on the contest as established by the Station and announced accordingly. Please refer to the on air announcement for specifics on participation and how a winner will be determined for the various contests. Typically only one entry per person per household is permitted for the duration of the Contest. Entries are subject to any applicable restrictions or eligibility requirements as specified in the Official Contest Rules for the particular contest of interest. 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 strictly 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. Proof of submission of an entry shall not be deemed proof of receipt by the website administrator for online entries. The 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, mobile service provider or other organization which is responsible for assigning e-mail addresses, mobile 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. Contest entries must contain all information requested and must be received on or before the deadline for registration to be deemed valid. All Entries become the property of Company and will not be acknowledged or returned.

**HOW WINNERS MAY BE DETERMINED AND CONDITIONS ON PARTICIPATION:** For details on how to play or how to win various promotional contests, listen to the Station for more information regarding specific contests. Winners may be selected at random from the qualified entries received or by a panel of judges which first may or may not have been determined by public voting. The Company reserves at its sole discretion the right to choose an alternative qualifier in the event that that a qualifier has been disqualified or is deemed ineligible. The potential winner must be available to participate when applicable to be eligible for the Grand Prize in any portion to the contest that participation may be required. No more prizes other than the stated prize(s) will be awarded. If the entrant is unable to verify registration information the entrant will automatically be disqualified and their prize will be forfeited. The Company reserves at its sole discretion the right to choose an alternative qualifier in the event that that a qualifier has been disqualified or is deemed ineligible. The Company is not responsible for any change of email address, mailing address and/or telephone number of entrants. 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 the Company may use to contact the qualifier and/or a potential winner. 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 in the specific Official Contest Rules, the entrant will automatically be disqualified and their prize will be forfeited, no alternative prize will be substituted. The Company, in its sole discretion, reserves the right to select an alternate qualifier and/or potential winner at that time. Furthermore eligible contestants agree as follows: All decisions of the judges will be final. By participating in any Station contest, you agree (a) to be bound by the General Contesting Guidelines as well as the designated Official Contest Rules; (b) as between you and the Station, that the decisions of the Station 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, you will be disqualified.

**ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE COMPANY, SPONSOR OR ADMINISTRATOR, THE DECISIONS THE COMPANY, ADMINISTRATOR AND/OR SPONSOR(S) ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR CONTEST WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. THE COMPANY WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED, NO EXCEPTIONS.**

Receiving a prize is contingent upon compliance with these general contesting guidelines and subject to the Official Rules of the specific contest. The potential winners will be notified by mail, email or phone. If a potential winner of any prize cannot be contacted, fails to sign and return the required forms within the specified time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of any prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which, the prize will remain un-awarded. Prizes typically will be fulfilled approximately 4-6 weeks after the conclusion of the Contest.

Prize(s). No more than the advertised number of prizes shall be awarded. The prize is awarded if properly claimed according to the Rules and if there are sufficient eligible entries. 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, 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. Conditions and restrictions may apply. The total approximate retail value ("ARV") of the Grand Prize will vary from contest to contest as determined by the Station; refer to each contest's official rules for prize descriptions, value and conditions. 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 Company's sole discretion. All prizes must be redeemed from the Station within 30 days of the contest end date unless otherwise stated or instructed at the time the winner is selected or unless required as in date specific prizes. Failure to do so may result in forfeiture of prize in its entirety. 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 grand 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. Winners are solely responsible for any taxes on their respective prizes. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Company. If a prize, or any portion thereof, cannot be awarded for any reason, Company reserves the right to substitute such prize with another prize of equal or greater value, as determined by the Company in its sole discretion. Winner(s) must present state authorized identification prior to being awarded the prize. If a winner cannot be contacted or is found to be ineligible or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. If actual value of the prize is less than the stated ARV, or the winner or 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.

The prize elements will be awarded as described in the Official Rules (subject to legal restrictions, etc). Unclaimed prize(s) will not be awarded.

***Trip Prize Conditions:*** If a trip prize is awarded, prize includes round-trip, coach class air transportation for winner from a major commercial airport near winner's home to the destination and a double occupancy standard hotel room as specified in the official contest rules. Actual value of the trip will depend on point of departure and any airfare fluctuations. Any difference between stated value and actual value will not be awarded. Selection of airline and hotel are solely within Company's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified are the sole responsibility of winner and travel guest. All travel must be taken on dates specified or prize will be forfeited and may be awarded to an alternate winner; no alternative travel dates are available. Exact travel dates and arrangements subject to availability. Winner and travel guest(s) must travel on same itinerary. If winner is eligible, but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. **If in the judgment of the Company air travel is not required due to winner's proximity to the trip destination, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion.** The difference in value will not be awarded to the prize winner. Contest Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Additional prize award details and travel information to be provided to the prizewinner at the time of notification. Prizewinner and guest(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Company has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. If the prizewinner(s) is unavailable for travel on the designated dates, the Prizewinner(s) will forfeit his/her rights to prize, no cash substitution shall be offered, and the Company shall have

no further responsibility for that portion of the prize. Certain travel restrictions and blackout dates may apply. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned in the Official Rules are the sole responsibility of the prizewinner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Company shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. If concerts or other ticketed events have been awarded as part of this prize package 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 that portion of the prize. Company is not responsible for late, lost, damaged or stolen luggage. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by sponsor. The Company is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Company is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE COMPANY AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

Unless otherwise stated in the specific Official Contest Rules, only one (1) entry per person and only one (1) prize per household for the Contest and for any thirty (30) day period. The potential prize winner 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 in the specific contest rules or by way of addendum affecting the individual station 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. Employees of the Company, the Station, or any Contest's participating sponsors and/or 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.

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 the Contest's 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, miss 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. 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 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 Official Contest Rules.

**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 per verified email address unless otherwise stated in the specific contest rules. 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. By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. 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.

**Publicity; Use of Personal Information.** 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 the specific promotion and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in a 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.

**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 the 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 an 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 who's 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 the 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.

Releases and Conditions. By participating in any Station 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 award, receipt and/or use or misuse of any prize, including any travel related thereto. 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 stated within the specific contest rules, including but not limited to the prize conditions in this paragraph. 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 Company will have no further obligation to winner. By accepting a prize, the 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, the Contest Entities all sponsors and 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 to 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 in the specific contest rules as being provided are the sole responsibility of prizewinner. 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, or fitness for a particular purpose.

Taxes. Any valuation of the prize(s) stated in the Rules 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. 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.

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 the contest 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 Grand Prize, the winner may be selected in a random drawing from among all persons making purportedly valid claims for the Grand Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the advertised number of prizes will be awarded. All decisions will be made by the Company and are final. The Company may waive or amend any of the rules in its sole discretion. Any reference in the Contest's 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 the 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.

Miscellaneous. Specific contests may have additional or amended contest rules. These are to be referenced for the Company's general contesting guidelines and rules, refer to the specific contest's Official Rules for the individual terms. 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 specific Contest Period. 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 contest rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or visit the Station's website. All entries become the property of the Company and will not be returned. 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 contesting guidelines and the specific Contest's Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth therein.

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 applicable local and state law.

*\*These rules apply to all Prairie Radio Communications sponsored contests unless modified or superseded by rules written for a specific contest such as the official rules of the contest, or if inapplicable for such a promotion or contest. In the event any specific contest rule conflicts with any of the general rules provided above, the specific contest rules prevail. Prairie Radio Communications reserves the right in its sole discretion to supplement or make changes to the rules of any contest at any time without notice. Prairie Radio Communications reserves the right in its sole discretion to interpret the rules of any contest and such interpretation shall be binding upon all participants. Prairie Radio Communications shall not be responsible for any administrative errors involved in the execution of any contest*

*\*\*Individual Stations reserve the right to amend portions of the General Contesting Guidelines such specifically the eligibility of winner. In the event that an individual Station has made changes subject to the official rules, said changes shall individually apply to that specific Station's individually and the Station's listener's participation and shall not apply to any other individual station. To determine if your local station has provided an addendum to these rules or for more information about the local station's eligibility for participation you may contact the local station during regular business hours. Individual stations may or may not amend portions of these guidelines at a local level in their sole discretion. If an individual Station has amended any portion of these Guidelines, the station will provide an addendum to these rules which will be deemed part of the General Contesting Guidelines for the individual station identified on the addendum.*

**ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE COMPANY, SPONSOR OR ADMINISTRATOR. THE DECISIONS THE COMPANY, ADMINISTRATOR AND/OR SPONSOR(S) ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE NOTICE SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. RECEIVING A PRIZE IS SUBJECT TO VERIFICATION OF ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES.**

**Contests Promoted On The Broadcast Station Airwaves:** Please note, when you are listening to the online audio stream, it could be delayed for up to several minutes from what is heard over the broadcast airwaves. This may be due to nature of our programs that are heard online on the internet or other technical and legal issues which may include advertising spots played on a broadcast station's signal but that may not be duplicated for broadcast on the online audio stream. Because of the delays, listeners may not be able to participate in the contests which entry is limited to a specified time after a sounder is broadcast for a cue to play; such as that for a cue to call or text in to win contests announced on the air as they might be over by the time the cue to play is broadcast on the online audio stream. However, many of the contests that run on-air are also available for entry on-line. You can go to the individual station's website for their contest page to learn more about the specific contest opportunities available to listeners and for your chance to win exciting prizes and more!

*For Contests which require participants to submit user created content for entry the following general terms and conditions shall apply, subject to the respective contest official rules that the contestant is participating in.*

#### **SUBMISSION TERMS AND CONDITIONS**

By submitting a video or photo or other content created by you ("Submission") for a Contest conducted by this Prairie Radio Communications ("Station"), you hereby warrant and represent your entry conforms to the requirements as set forth herein and as stated in the Contest Official Rules available on this website. By making a Submission, you hereby agree to be bound by the Terms & Conditions and by the Contest Official Rules. All Contest entries are subject to the Contest Official Rules. In general all submissions must meet the minimal following requirements:

- Submission cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Submission 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;
- Submission cannot be obscene or offensive, endorse any form of hate or hate group;
- Submission cannot defame, misrepresent or contain disparaging remarks about Station or its products, or other people, products or companies;
- Submission 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;
- Submission 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 or musical "samples" other than the musical tracks provided) without permission;
- Submission cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than you, without permission from the third-party or a parent or legal guardian if the third-party is a minor ;
- Submission cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Station wishes to associate; and
- Submission cannot depict, and cannot itself, be in violation of any law.

BY MAKING A SUBMISSION, YOU ACKNOWLEDGE THAT YOUR SUBMISSION MAY BE POSTED ON STATION'S WEBSITE, IN STATION'S DISCRETION. Station reserves the right to, and may or may not; monitor/screen Submissions prior to posting them to the Website. By making a Submission, you acknowledge that Station has no obligation to use or post any Submission you make. You hereby agree to grant Station and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Submission in any way, in any and all media, without limitation, and without any consideration to you.

By making a Submission 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 obtain permission from a person who's name, likeness or voice is used in the Submission and (f) and that publication of the Submission via various media including Web posting, will not infringe on the rights any third party rights. You further agree to defend, indemnify and hold harmless, Station from any claims to the contrary.

By accepting a prize, you agree that your Submission will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then you agree to irrevocably assign and transfer to Station all of your right, title and interest in and to your Submission, including all but not limited to all copyright and trademark rights which you may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. You hereby waive in favor of Station, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that you may now or later have to your Submission. Station reserves the right to alter, change or modify the Submission, in its sole discretion. Upon request of Station, you shall execute and deliver such additional instrument of assignment, as may be solely deemed by Station, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Station fail to request the said assignment as stated, that shall not be deemed a waiver of Station's rights and Station may at a later time request the assignment. Further, Station may request, that you secure from any model(s) or videographer an irrevocable assignment and transfer to Station all of any model(s) or videographer's right, title and interest in and to your Submission, 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. The model(s) or videographer may be required to waive in favor of Station, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that the model(s) or videographer may now or later have in the Submission. Should Station fail to request the said model(s) assignment or videographer assignment as stated, that shall not be deemed a waiver of Station's rights and Station may at a later time request the assignment(s).

By making a submission, you agree that your Submission is gratuitous and made without restriction, and will not place Station under any obligation. The Station is free to disclose or otherwise disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Submission, Station does not waive any rights to use similar or related ideas previously known to Station, or developed by its employees, or obtained from sources other than you.

By accepting the Terms and Conditions you warrant that you are of legal age of majority in your state of residence and have every right to contract in your own name without violating any other commitment.