

# SPANISH BROADCASTING SYSTEM, INC. GENERAL CONTEST RULES/ STANDARD TERMS AND CONDITIONS

These rules apply to all contests conducted by Spanish Broadcasting System, Inc. radio stations and websites. Station-specific and website-specific contests may have their own specific rules which will be set forth in the Official Contest Rules for that particular contest and will be available at the Station studio and/or posted on the applicable website. **If there is a conflict between the Official Contest Rules and the General Contest Rules/Standard Terms and Conditions, the Official Contest Rules shall control.**

## **1. HOW TO ENTER AND PLAY**

Unless otherwise noted, one entry per person will be accepted. In the event multiple entries are allowed, each entry must be submitted individually. Mechanically reproduced or software generated entries of any kind will not be accepted. Any materials submitted become the property of Station/Website and will not be returned.

## **2. ELIGIBILITY RESTRICTIONS**

Unless otherwise specified, contests are open to all listeners who are 18 years of age or older and who reside in the service area of Station/Website. Contestants must possess a valid, government-issued ID. Winner must show proof of residency to verify eligibility.

Employees of Station/Website, its licensee, its parent corporation and their affiliated entities, advertising and PR agencies, participating sponsors/promotional partners, other radio stations in the service area of the Station/Website and the members of their immediate families are ineligible to participate or win.

Unless otherwise specified, Listeners are eligible to win contests conducted by Spanish Broadcasting System, Inc. and its affiliates only once every sixty (60) days and a prize valued at \$600 or more, only once every six months. Only one winner per household (whether related or not) is permitted in any contest.

## **3. PRIZES**

Unless otherwise specified by the Station/Website, all prizes or prize certificates must be claimed at the office of the Station/Website conducting the contest, Monday-Friday, during regular business hours. Prize or prize certificate must be claimed within thirty (30) days of winning. Failure to claim prize by the specified time will result in forfeiture of the prize.

Unless otherwise permitted by the Station/Website, winner(s) must claim his or her Prize in person, and a Prize cannot be claimed by third parties on behalf of the winner. If a contest is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the Prize. It is the winner's sole responsibility to claim the Prize or prize certificate within the timeline provided in the official rules of the contest.

In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its arrival. The Station/Website is not responsible for the safe arrival of a prize or prize certificate.

Prizes are not transferable. Prizes may not be substituted for or redeemed for cash.

## **4. SELECTION OF WINNERS**

Contest winners will be selected and notified of their prize in the manner announced by the Station/Website.

Unless otherwise specified, if the winner(s) cannot be contacted within 24 hours after the prize is awarded, an alternate winner may be selected at the Station/Website's discretion. Unless otherwise specified, winners who fail to respond within 24 hours of prize notification are deemed to be waiving their prize claim and the prize will be forfeited.

The odds of winning depend upon the number of eligible entries received or the relative performance of each contestant.

## **5. CONDITIONS**

**WARNING:** Online listeners to streamed broadcasts may experience a lag in transmissions.

**Taxes and Liability:** Payment of all federal, state and local taxes is the sole responsibility of the winner. Contest winnings will be reported to the Internal Revenue Service and winners can expect to receive a 1099 tax form for prizes

which total more than \$600 for the calendar year. Winners may be required to accurately complete and submit IRS Form W-9 to the Station/Website as a condition of acceptance of a prize.

By participating in the contest, contestant agrees to have his or her name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation.

By participating in the contest, contestants hereby releases and agrees to indemnify and hold harmless the Station/Website, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and PR agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the contest (collectively, "Released Parties") from any and all liability, claims, actions and damages sustained or incurred by participation in the contest and the receipt and use of any prize awarded (if any) through such contest arising in any manner whatsoever.

Contest winners (and their guests or travel companions, if any) may be required in the Station/Website's sole discretion, to sign a liability release and a publicity release. A winner (or his/her parent or legal guardian if under the age of 18 years) must execute and return any required release within five (5) business days from notification or winner will be disqualified and the prize will be forfeited. An alternate winner may be chosen by random selection. Pursuant to the liability release, the winners will agree to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest. Any contestant (or his/her parent or legal guardian, if applicable) who refuses to sign any required release will forfeit any and all prizes.

The Station/Website will be excused from its obligation to conduct the contest if its performance is delayed or prevented due to causes beyond its control, including, but not limited to acts of God, public enemies, war, civil disorder, fire, flood, hurricanes, explosion, labor disputes or strikes, and any acts by any governmental authority.

The Station/Website, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to the contest due to circumstances beyond the control of any such entity.

Decisions of Station/Website management with respect to the contest are final.

The Station/Website reserves the right to end any contest or amend these rules upon announcement on air or publication on the website.

The Station/Website reserves the right to make changes to the rules of the contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.

The Station/Website is not responsible for any prizes or certificates lost or stolen after the winner has claimed them from the Station/Website.

Prizes are awarded 'as is' with no guarantees or warranties as to use. Acceptance of a prize releases the Station/Website, its sponsors, promotional partners and advertisers from all liability and claims concerning the prize, its delivery, and its use.

The Station/Website is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize. The Station/Website is not responsible for (i) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays, busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call or from sending a text message (if applicable, message and data rates may apply, and the Station/Website is not responsible for any fees incurred by an entrant for this method of entry); (iii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.

By participating in this contest, contestants agree to be bound by these rules. Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of the Station/Website.

Contestants are required to provide truthful information as part of their entry and the Station/Website will reject and delete any entry that it discovers to be false or fraudulent. The Station/Website will disqualify any entry from contestants who do not meet the eligibility requirements and the Station/Website will also delete any online entry if it learns that it was submitted by contestants under the age of 13.

Any materials submitted become the property of the Station/Website and will not be returned.

No purchase is necessary. The contest is void where prohibited. Contests and promotions are subject to all federal, state and local laws.

For website contests: By use of the website and by entering this Contest, contestants agree to the website's Terms of Service Agreement and to the use of Personal Information as stated in the Privacy Policy located on the website. Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of the Station, or by sending a self-addressed, stamped envelope to the Station/Website.

## **6. TELEPHONE CONTESTS**

The Station/Website cannot be held responsible for allegations of telephone malfunctions. The Station/Website is not responsible for callers lost or disconnected before completing his or her prize claim. When a caller is lost or disconnected prior to broadcast, the Station/Website can, at its discretion, select the next eligible caller received to win/participate. The Station/Website is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure or service interruptions. The Station/Website is not responsible for any carrier or server delays or failures.

## **7. TEXT CONTESTS**

You understand, acknowledge and agree that no purchase is necessary to participate in any text-to-win contest or subscribe to any text club, and that texts sent by the Station/Website are sent using an automated telephone dialing system. By initiating a text message to the Station/Website in this contest, you also expressly consent to the receipt of a reply message confirming your entry and notification via text if you are selected to be a winner. You also understand, acknowledge and agree that reply messages from the Station/Website may contain advertising and marketing messages, which support this free service.

Message and data rates may be charged by your wireless carrier. The Station/Website is not responsible for any fees incurred by you for this method of entry.

Entrants to this contest do not provide detailed personal information at the time of entry given the limitations of the text message format, but must provide all requested information if selected as a winners, including first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, date of birth, social security number (if required by law and federal tax reporting requirements), and verification of identity (such as a valid government-issued ID).

All entrants must follow the "call to action" entry instructions and submit any requested information. If you change your mind regarding the subscription to the text club, you should text the word "STOP" to the designated short code when you receive the confirmation message. You may opt-out to a text club at any time.

Text message and any mobile device entries will be deemed made by the authorized account holder of the mobile account submitted at the time of entry. The authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. Multiple entrants are not permitted to share the same text or mobile telephone number. Only text messages individually generated by wireless devices such as cellular or smart telephones and Blackberries will be accepted; use of any device to automate entry is prohibited and will be cause for disqualification. Proof of submission of an entry from the entrant shall not be deemed proof of receipt by the Station/Website. The contest/sweepstakes administrator's telephone system or text platform is the official time keeping device for the contest.

The Station/Website is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure, service interruptions, carrier or server delays or failures. The Station/Website is not responsible for mis-sent, misdirected, or undeliverable text entries, and votes cannot be recalled once sent.

## **8. INTERNET RULES**

The Station/Website is not responsible for entries not received due to difficulty accessing the Internet, service outages or delays, computer difficulties or other technological glitches.

Contest participants using the Internet must provide a valid email address.

The Station/Website and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station/Website, users, by any equipment or programming utilized in promotions,

games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.

The Station/Website reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station/Website corrupt the administration, security or proper execution of game or contest. The Station/Website, in its sole discretion, may award prizes to entries received by alternate means. All Internet participants agree to be bound by the specific contest rules, and the General Contest Rules appearing above.

To enter online, you must enter your first name and last name, complete address, city, state, zip code, home telephone number and a valid email address in the online entry form. One Internet entry per person and one Internet entry per email address. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible by assigning email addresses or the domain associated with the submitted email address.

The Station/Website, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the website or who is otherwise in violation of the rules. The Station/Website further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

#### **9. WHEN INTERNET CONTEST INVOLVES VOTING**

Entrants may not attempt to obtain votes by any fraudulent or inappropriate means, including, without limitation, by: (a) circumventing (or encouraging others to circumvent) any vote limits; (b) using any automated system to vote; (c) offering any inducements to others in exchange for votes; or (d) using proxy voting schemes in which anyone other than the actual person submits the vote. The Station/Website, in its sole discretion, reserves the right to reject any votes that the Station/Website has reason to believe were obtained through fraudulent or inappropriate means.

#### **10. WHEN CONTEST INVOLVES VOTING ON SOCIAL MEDIA, INCLUDING FACEBOOK, TWITTER, INSTAGRAM AND OTHERS**

Use of multiple Facebook/Twitter/Instagram or other social medial accounts to enter contests is prohibited and will result in nullifying all votes from these accounts and /or disqualification from the contestant. The penalty will be determined at the sole discretion of the judge(s).

#### **11. FOR ENTRIES THAT INCLUDE SUBMITTING A VIDEO**

Profanity or nudity is not permitted in video entries. The Station/Website, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of the Station/Website to be unsuitable for public viewing, performance or posting via the Internet.

Each contestant's video entry must be his/her original creative work and/or property and must not contain copyrighted materials or any other materials which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the video which grants the right to use their name, likeness and recorded voice and the right to post the video on the website for the general public to view. Each contestant agrees to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the video entry.

#### **12. FOR ENTRIES THAT INCLUDE SUBMITTING A PHOTO**

Nudity is not permitted in photo entries. The Station/Website, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of the Station/Website to be unsuitable for public viewing, performance or posting via the Internet. No type of image of iphotostock.com or image of the Internet will be allowed. Photos with third party material, trademarks, images of celebrities (living or deceased) will be disqualified. Station/Website reserves total discretion about what is deemed inappropriate content.

Each contestant's photo entry must be his/her original creative work and/or property and must not contain copyrighted materials or any other materials, which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the photo which grants the Station/Website the right to use their name, likeness and recorded voice and the right to post the photo on the website for the general public to view. Each contestant agrees to hold the Released Parties harmless against any and all claims

or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the photo entry.

**13. FOR CONTESTS PROMOTED ON STATION FACEBOOK PAGE**

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By submission of an entry, a contestant releases Facebook from any responsibility or liability of the Contest's administration, prizes or promotion. Contestants are providing entry information to the Station and not to Facebook.

**14. FOR CONTESTS PROMOTED ON INSTAGRAM**

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. By submission of an entry, a contestant releases Instagram from any responsibility related to the Contest.

**15. FOR CONTESTS PROMOTED ON STATION TWITTER PROFILE**

The Contest is in no way sponsored, endorsed or administered by or associated with Twitter. By submission of an entry, contestant release Twitter from any responsibility related to the Contest.

**16. FOR CONTEST PRIZES INVOLVING TRAVEL**

Grand prize does not include any hotel transfers, alcoholic beverages, hotel room service, merchandise, souvenirs, etc., local and long distance telephone calls, gratuities and any and all other expenses not otherwise described herein. Winner and travel companion/guest, as applicable, must have all required documentation prior to departure and are responsible for obtaining all travel documents (legal identification, passport and visa (if applicable)). Credit card may be required to cover incidentals and costs.