



X 102.3, Party 96.3, Sunny 107.9, 97.9 WRMF, New Country 103.1, 850 WFTL News Talk, and Fox Sports 640
SWEEPSTAKES AND CONTEST STANDARD OFFICIAL RULES

1. HOW TO ENTER: NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

To enter an online sweepstakes and contests, listeners register online at www.x1023.com, www.Party963.com, www.Sunny1079.com, www.wrmf.com, www.newcountry1031.com, www.850wftl.com, www.foxsports640.com (collectively, the "Websites"). If entries are permitted by other means (e.g., by telephone, mail or telefax), the other permitted forms of entry will be indicated on our website and may periodically be included in on-air promotions on X 102.3, Party 96.3, Sunny 107.9, 97.9 WRMF, New Country 103.1, 850 WFTL News Talk, and Fox Sports 640 (each, a "Station", "Sponsor" or collectively, "Stations")

To enter an on-air sweepstakes contests, listeners can enter as explained by the on-air talent (i.e., caller #10, etc) on the applicable Station.

To enter Facebook sweepstakes and contests, visit the Station Facebook page, scroll down to find, complete and submit the online entry form, or look for the specific sweepstakes or contest post and perform the task as specifically explained in the post. **The Station Facebook contests and sweepstakes are not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing the information to the Station, and not Facebook.**

To enter an Instagram sweepstakes and contests, visit our page the Station Instagram page, scroll down to find the specific sweepstakes or contest post and perform the task as specifically explained in the post. **The Station Instagram contests and sweepstakes are not sponsored, endorsed, administered by or associated with Instagram. By entering, you are providing the information to the Station, and not Instagram.**

To enter text message sweepstakes and contests, listeners will be asked to use a text-messaging enabled wireless device to text a specified "keyword" to a specified five digit number. After you send in the text-message you will receive a confirmation text validating one (1) entry into the Sweepstakes. You will be charged for each text message sent or received from your handset according to the terms and conditions of your Service Agreement with your wireless carrier. Your standard text and data rates may apply. Each wireless carrier's rate plan may vary, and entrants should contact their wireless carrier for information on text messaging rate plans and charges relating to your participation in the sweepstakes or contest. Any text message form of entry into a sweepstakes or contest will be deemed made by the named account holder whose mobile phone number is assigned at the time of entry to the text-messaging enabled wireless device used to text the entry. **Each text message sent to or received by a service subscriber of any wireless carrier may incur a standard text messaging charge in accordance with that carrier's (Terms and Conditions) applicable to such subscriber's particular voice/data rate plan. Contact your wireless carrier for text messaging plan details.** There will always be an alternate method of entry (either online, on Facebook or Instagram, on-air or via an email address as advertised during the specific sweepstakes or contest) for any text message sweepstakes or contest, as announced or advertised by Sponsor.

Deadlines for entering will typically be stated on the station website or announced by our on-air talent and may periodically be included in on-air promotions.

Unless otherwise indicated on our website or as explained by our on-air talent or in our on-air promotions, there is a limit of one entry per contest per person; any person submitting more than one entry per contest may be disqualified.

Station is not responsible for problems accessing the Station websites or Facebook page, for problems sending a text, technical or atmospheric conditions that disrupt the completion of a website or text entry, or any other problems which may or may not result from station sweepstakes and contests.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect a webcast listener's ability to participate in any contest or sweepstakes. Station will not accept collect calls. Station is not responsible for telephone line unavailability, busy signals on the sweepstakes or contest line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems or human error which may or may not result from any sweepstakes or contest.

2. HOW WINNERS ARE CHOSEN AND NOTIFIED: The criteria and process for selecting winners will typically be stated on the website or as explained by our on-air talent and may periodically be included in on-air promotions. Unless otherwise stated, winners will be notified by e-mail and/or phone. Stations is not responsible if the winner is unable to be notified via the e-mail address submitted to enter the contest.
3. PRIZES: The number of winners, the specific prizes to be awarded, and the values of prizes will typically be stated on the website or as explained by our on-air talent and may be periodically included in on-air promotions. Odds of winning will typically be dependent upon the number of eligible entries received. The winner is responsible for all income taxes due as a result of his or her accepting a prize.
4. CLAIMING A PRIZE: Upon winner verification, the winners will either, as determined solely by Sponsor, be told how they will receive their prize in one of two ways as follows: (1) Prize Pick-Up: **as a condition of being named an official winner**, unless otherwise stated on the station website or as explained by our on-air talent, each winner's prize will be mailed to him/her. In the event a winner must claim his/her prize in person, the prize must be claimed at the Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **thirty (30) days** after the day he or she wins. This is to verify that the prize is being given to the qualified winner. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim a prize. Each winner must prove he or she is a qualified winner by presenting identification acceptable to Stations (g., state drivers license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed prizes remain the property of Stations. OR (2) Prize Mailed: Sponsor will mail out the prize to the winner. Sponsor is responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain the property of Sponsor. Winners may be required to sign and complete a W9 prior to receiving their prize and a 1099 form will be submitted by Sponsor (or Administrator, on behalf of the Sponsor) to all appropriate taxing authorities

5. **ELIGIBILITY:** Individuals must be 18 years or older and be legal residents of Florida and in the Stations listening area, unless otherwise stated, to be eligible to participate and win prizes in Stations contests and sweepstakes. You are not eligible to enter our contests or sweepstakes if you or a member of your immediate family works for Hubbard Radio West Palm Beach, LLC (or its Stations), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the sweepstakes or contest (collectively with Sponsor, the "Released Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win.
6. **CONTEST OR SWEEPSTAKES DEADLINES:** Contest or sweepstakes deadlines will typically be stated on the station website and may be periodically included in on-air promotions. Stations are not responsible for lost, late, misdirected, undeliverable, incomplete or illegible entries.
7. **RELEASE; CONSENT TO USE LIKENESS, VOICE AND ADDRESS:** By participating in an on-line or on-air contest, you: (a) agree to release and indemnify Hubbard Radio West Palm Beach, LLC and its stations X 102.3, Party 96.3, Sunny 107.9, 97.9 WRMF, New Country 103.1, 850 WFTL News Talk, and Fox Sports 640, and any contest or sweepstakes sponsor(s) (including their officers, directors, employees, subsidiaries, affiliates, and parent or related companies) from and against any and all liability, claims, damages and actions arising directly or indirectly out of or sustained in connection with the conduct of the sweepstakes or contest, and the awarding, acceptance or use of any prize(s); and (b) consent to the use by Stations for promotional purposes only, of your on-line or call-in entry, your likeness, your voice, and/or your address (city and state) without any additional compensation.
8. **Entry Conditions and Release:** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless 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 Sweepstakes, acceptance or use or misuse of prize 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 attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of Prize.
9. **Privacy Policies and Data Collections:** Information provided by you for any sweepstakes or contest is subject to Sponsor's Privacy Policy: <http://corporate.hubbardradio.com/privacy-policy/>. By entering a sweepstakes or contest, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form by you to administer and fulfill a sweepstakes or contest.
10. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify a sweepstakes or contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, tropical storm, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war

(declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of a sweepstakes or contest, as determined by Sponsor in its sole discretion. If a sweepstakes or contest is terminated before the designated end date, Sponsor will (if possible) select the winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of a sweepstakes or contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of a sweepstakes or contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 a sweepstakes or contest; (4) technical or human error which may occur in the administration of a sweepstakes or 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 a sweepstakes or contest, or receipt or use or misuse of any prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in a sweepstakes or contest, provided that if it is not possible to award another entry due to discontinuance of a sweepstakes or contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover prize at its sole discretion.
12. **Disputes/Governing Law:** Entrants agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with a sweepstakes or contest, or any prizes awarded, other than those concerning the administration of a sweepstakes or contest, or the determination of a winner, 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 that sweepstakes or contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Florida State Court; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering that sweepstakes or 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 the entrant and Sponsors in connection with a sweepstakes or contest, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

13. **Sweepstakes Winners:** For the Sweepstakes Winners' names, available after 30 days after end date of a specific sweepstakes or contest, for winners winning prizes over \$25.00 in value, send a self-addressed stamped envelope to: [Name of the Sweepstakes or Contest] c/o Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.
14. **Official Rules:** For a copy of these Official Rules, see the Stations website through the sweepstakes or contest period.
15. **Sponsor:** Hubbard Radio West Palm Beach, LLC, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.