

OFFICIAL CONTEST RULES

Stations:

FLY 92.3—WFLY B95.5—WYJB

JAMZ 96.3—WAJZ 100.9 The Cat—WKLI

ALT 104.9—WINU Magic 590AM—WROW

Station Address: 6 Johnson Road, Latham, NY 12110 **Telephone:** 518-786-6600

Albany Broadcasting, its subsidiaries and affiliated companies (together, the “Company”), will conduct contests substantially as described in these rules, and by participating, each participant agrees as follows:

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Void where prohibited. Listeners can win ONLY one (1) prize per household, per station, within any thirty (30) day period. If a winner receives a prize valued at \$600 or greater winning is suspended for that winner on any of our stations for 90 days.

Portions of these general contest rules are in full effect for all contests at all times. Additional prize rules for specific (major) contests may apply. In playing a contest on any of the radio stations listed above it is the contestant’s responsibility to be familiar with all contest rules – on line at station web sites and in the lobby of Albany Broadcasting Company. All contests on WFLY, WYJB, WAJZ, WKLI, and WINU & WROW (referred to hereafter as the “station”) are open to persons 18 years of age or older unless otherwise specified.

Employees of Pamal Broadcasting, Ltd. d/b/a Albany Broadcasting Company and its affiliates, contest sponsors, their agencies or representatives, and employees of other radio broadcasting companies are prohibited from participating in any contests on the station, or sponsored by “the station.”

To enter, listen to the station, and follow instructions as announced over the air. You may only enter each contest only **once** on “the station” and/or only once at “the station” sponsored contest location (a client co-sponsored promotion with “the station” with an enter to win box) unless otherwise specified. All contests will have specific prizes. Each prize will consist of only what is specified in the prize package.

No cash substitutions of non-cash prizes will be permitted. No duplication of prizes will be awarded. The station reserves the right to substitute a prize of equal or greater value. Prizes are non-transferable unless otherwise stated and may have an expiration date. Prizes that may be tickets or access to an event (concert, show, etc.) will not be substituted if event is cancelled. You may not enter any contest on behalf of a friend, relative, spouse, etc unless otherwise stated. Enter to win slips may not be electronically reproduced – only one enter to win entry per person. The station will not mail out prizes, but if mail delivery is required, station is not responsible for any miss-delivered prizes, damaged, or late prizes sent to winners, regardless of the reason, including prizes sent via U.S. Mail, UPS, Federal Express or any similar delivery service.

Winners: Prizes are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed within 30 days of the contest end date. If a winner cannot be contacted or is disqualified, the Company reserves the right to determine an alternate winner or not to award that winner’s prize, in its sole discretion.

Eligibility and Limitations: Participants and winner(s) must be U.S. residents at least 12-years old as determined by the Company unless otherwise stated. Only one (1) entry per person. Only one (1) prize per household for the Contest. **Only one (1) prize per household from per station within any thirty (30) day period.** Employees of the Company, the Contest's participating sponsors and 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 and 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.

Prize Restrictions: Prizes are not transferable and the selling of prizes is strictly forbidden. Should the Company determine that a prize winner has attempted to sell a prize the winner will be banned from winning on any of the stations for a period of 1 year. Should the Company determine that a winner has failed to provide correct information (name, address, etc.) **intentionally** The Company will suspend the listeners ability to win on any of our stations for a period of 90 days.

Prize Pickup: Prizes must be picked up by the winner at Company's station location (6 Johnson Road, Latham, NY 12110) weekdays ONLY between 8am-6pm, within 30 days of notification that the prize is available. Winner must present photo identification. If winner is unable to pickup prize themselves they may notify the station — at the time of winning — that a substitute may pick up the prize for them. By notifying the station that the substitute may pick up their prize, station disclaims all liability for any miss-delivery, loss or failure of delivery. Substitute must show their identification to claim prize for the winner.

Delivery Disclaimer: 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. Entry forms in a register-to-win contest must be handwritten. No photocopies or mechanical reproductions of entry forms is permitted.

Publicity; Use of Personal Information: By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

Release: By participating in the 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 use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

Taxes: Any valuation of the prize(s) stated above 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 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 these 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. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.

Miscellaneous: 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 rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or mail a written request with a stamped, self-addressed return envelope to the Station's address, listed above. All entries become the property of the Company and will not be returned.

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 local and state law.