

## **OFFICIAL CONTEST RULES & REGULATIONS FOR “OYENTE PREFERIDO” (the “Contest”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN NEW YORK AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

1. These rules govern the “OYENTE PREFERIDO” (The “Contest”) being conducted at WPAT-FM (the “Station”) beginning on Monday March 13<sup>th</sup>, 2017 through Friday May 05<sup>th</sup>, 2017. The contest is subject to all applicable federal, state and local laws and regulations and is void outside NY, and wherever prohibited or restricted by law.

### **2. ELIGIBILITY**

- A. Contestants must (i) be at least 18 years of age to participate, (ii) have a valid NY, CT or NJ Driver's License, and (iii) have a valid social security number and card, or a valid taxpayer identification number (“TIN”).
- B. Employees, officers, and directors of Spanish Broadcasting System, Inc. (“Sponsor”), WPAT-FM (“Station and Administrator”), Million Dollar Media, LLC, each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this contest (“Release Parties”) and the members of the immediate families or households of any of the above. “Immediate family members” includes, for purposes of this contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grandchildren) and each of their respective spouses.
- C. One prize per winner from each immediate “family” (“family” is defined as spouse, parents, children, sibling, aunts, uncles, cousins and grandparents) and/or “household” (“household” is defined as anyone living at the same address) from WPAT-FM & WSKQ-FM, combined is allowed within a sixty (60) day period.
- D. Any individual who wins \$600 (six hundred dollars) or more from WPAT-FM & WSKQ-FM combined must provide the Stations with valid identification and a valid TIN or social security card and number, and a valid government-issued photo identification which contains the individual's current address before any prize will be awarded. Failure to present a valid social security card or TIN may result in a disqualification of the winner, in which case the prize shall be forfeited.
- E. **Contest cash winners, one (1) per household are eligible to win every 6 months – twice a year. Winner must comply within 30 days from winning date for prize to be honored.**
- F. **If a winner selected is later determined by the Station to be ineligible, no prize will be awarded to the ineligible contestant and the Station reserve the right to award the prize to a qualified contestant.**

### **3. NATURE OF CONTEST:**

- a) **TEXTING REGISTRATION:** Beginning Monday March 13<sup>th</sup>, 2017 through Friday May 05<sup>th</sup>, 2017 promotional spots will ask WPAT-FM listeners to text into the radio stations main text line 25859 with the keyword of the day. The texting system will bounce back a message asking participant to provide their First and Last name and their city of residence. Incomplete registrations may be disqualified in Station's sole discretion.
- b) **RADIO PARTICIPATION:** Beginning Monday March 13<sup>th</sup>, 2017 through Friday May 05<sup>th</sup>, 2017 on WPAT-FM, Each weekday (Monday – Friday only, excluding holidays) (each a “Contest Day”) at approximately 7:00am (ET), 9:00am (ET), 11:00am (ET), 2:00pm (ET), and 5:00pm (ET) (each a “Contest Play”), Station will randomly select one (1) Entrant from among entries received up until that Contest Play and announce on air: (i) the first and last name of the selected Entrant, and (ii) the selected Entrant's community of residence (the “Contest Announcement”). The selected Entrant whose full name and community of residence were announced for that particular Contest Play will have ten (10)

minutes from the time of the Contest Announcement to call the Station at 1-212-246-9393. If the announced Entrant calls the Station within the allotted ten (10) minutes, such Entrant will be awarded a qualifying prize (as described in Section 5 below), subject to verification of contest eligibility, identity, and compliance with these Contest rules (each a "Qualifier" and collectively, the "Qualifiers"), and will have the opportunity to participate in the **"Oyente Preferido Grand Prize Contest"** (*how to play, see section 3f below*). In the event a selected Entrant does not call the Station within allotted ten (10) minutes following the Contest Announcement, that Entrant will not be eligible to receive the Qualifier Prize for that particular Contest Play, but will remain eligible to be selected again in future Contest Plays. In the event of a successful grand prize winning 5-digit number guess attempt, for any reason, correctly or incorrectly, the then current contest play period will immediately end, with or without a winner, and no further contestants will have any right to attempt to become the **"Oyente Preferido Grand Prize Winner"**.. If the Oyente Preferido Grand Prize Winner is determined incorrectly, the station reserves the right to continue the contest under as a new contest play period. In the event that there are 200 attempts and there is no winner, the then current contest play period will immediately end, with or without a winner, and no further qualifiers will have any right to attempt to become the Oyente Preferido Grand Prize Winner.

- I. WARNING: ONLINE LISTENERS TO STREAMED BROADCASTS MAY EXPERIENCE A LAG IN TRANSMISSIONS DUE TO BUFFERING LIMITATIONS. CONTEST PARTICIPANTS SHOULD NOT RELY ON STREAMED BROADCASTS. (Restrictions Apply) (See below).
  - II. IMPORTANT! Only calls received to the studio contest phone number above are eligible to win (calls to the main radio station phone number or any other phone numbers are not acceptable).
  - III. In order to win and become a Qualifier, the actual selected Entrant (i.e., not just any person with the same name) must personally call the Station within the allotted time, as determined by the Station in its sole and absolute discretion.
- c) There will be a total of two hundred (200) potential qualifiers selected, between Monday March 13<sup>th</sup>, 2017 through Friday May 05<sup>th</sup>, 2017.
  - d) The use of automatic telephone dialing equipment or other software or computer assisted dialing equipment is prohibited and will result in disqualification. Station are not responsible for loss of service to the Contest line or for a contestant's failure to reach the Contest line due to contestant error, malfunction of any network or system, congestion, overload, busy signals, or any other factor that may prevent an individual from completing his or her phone call, or any interruptions or technical difficulties including those that may prohibit, prevent, or interfere with the submission of an entry or completion of a phone call. In the event of an interruption of power or telephone service to Stations during a call-in time of the Contest and prior to accepting the designated caller, the Contest call-in period affected by the interruption may be replayed at the resumption of service, in Stations' sole discretion. EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY TELEPHONE CALLS PLACED TO THE STATIONS' CONTEST LINE MAY BE BROADCAST LIVE ON STATIONS AND ALSO MAY BE RECORDED FOR USE ON AIR AT A LATER TIME.
  - e) By participating in the Contest, participants agree to be bound by these Official Rules and the decisions of the Station, whose decisions shall be final, binding and conclusive on all matters relating to this Contest. The Station reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Station believe has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner or qualifier status using fraudulent means. The Stations will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station 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 Stations, the Stations reserve the right to terminate this Contest, or make such other decisions regarding the outcome as the Stations deem appropriate. All decisions will be made by the Stations are final.

- f) **HOW TO PLAY: The “Oyente Preferido Grand Prize Contest”**. A predetermined grand prize winning (5) digit number for this contest has been randomly pre-selected and placed in a sealed envelope prior to the start of the contest. This winning number will be programmed into the key pad and locking mechanism on the designated Bank Vault that will be used for all contest attempts. The random selection of the winning 5-digit number and the programming of the Bank Vault will be conducted by an independent 3rd party promotions company. Each eligible contestant will each be given a maximum of one opportunity to attempt the contest.

**Once selected as an eligible contestant, the contest will be played as follows:**

- The eligible contestant must provide their full name, address and phone number along with their (5) digit number guess to the contest administrator conducting the contest. This information will be recorded by sponsor;
- The contest administrator conducting the contest will record the contestant's name and their (5) digit number guess exactly as recorded on air into the contest registration binder;
- The contest administrator will then enter the contestant's (5) digit number guess exactly as recorded in the registration binder into the digital key pad on the Bank Vault, followed by the \*-key on the key pad. (Example – if the contestant's number guess is 1-2-3-4-5, the contest administrator will enter 1-2-3-4-5-\* on the casino vault key pad.)
- By participating in the contest, contestants agree not to hold any Release Party liable for any accidental human error in the recording of the contestant's 5-digit number guess, or the entry process of entering the guess into the keypad on the vault. The grand prize will not be awarded as a result of an incorrect entry into the key pad.

4. **CONDITIONS FOR PARTICIPATION**

The Station is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, traffic congestion on telephone lines.

No mechanical duplication of entries will be allowed. The Station is not responsible for any connection problems or phone problems on the entry side. All entries become the exclusive property of the Station. By entering this Contest, participants agree to be bound by these Official Rules and the decisions of the Station whose decisions shall be final, binding and conclusive on all matters relating to this Contest.

The Station reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Station believes has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station'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 Station, the Station reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Station deems appropriate. All decisions will be made by the Station and are final.

5. **PRIZE:**

Up to two hundred (200) potential qualifiers will win cash prizes of \$100.00. The total combined value of all prizes awarded to qualifiers will not exceed \$20,000 for the period of the contest. If the total amount awarded to qualifiers reaches \$20,000 during the Contest period, no additional listeners will be qualified. Prize consists of only the items specifically listed as part of the prize.

Each verified Qualifier will receive \$100, awarded in the form of a check issued to the verified qualifier and made available within thirty (30) business days of the date qualifier completes all required Station documents. Each qualifier shall be required to present himself / herself at the radio station business offices for the purpose of making the cash award and completing necessary paperwork. Station, at its sole

discretion, reserves the right to deliver the cash award and paperwork to the winner in person or by postal mail.

In the event a qualifier successfully becomes the **Oyente Preferido Grand Prize Winner**, subject to verification of eligibility, compliance with the Contest rules and upon satisfaction of all circumstances described in these Contest rules (the "Grand Prize Winner") the verified Grand Prize Winner will receive, a grand prize not to exceed a value of \$100,000 cash.

In the event there is a grand prize winner(s), station will contact grand prize winner(s) by phone at the phone number provided to station. Station will only be required to leave one (1) message at the telephone number provided by grand prize(s) winner to station in his or her entry. Station shall have no responsibility for any technical failures of answering machine. If the grand prize winner(s) does not pick up grand prize within 60 days after notification that the grand prize is available for pick-up, he or she will be automatically disqualified. In such event, the prize will not be re-awarded and will remain the property of station.

**A maximum of (1) grand prize will be awarded to the first contestant who successfully completes the contest requirements. The contest is immediately concluded following the first successful attempt, regardless of the number of completed attempts – and no additional contestants will be allowed to participate.** If there is not a grand prize winning number guess submitted by an eligible contestant during the Promotion Period, then the grand prize will NOT be awarded.

Prize winner(s) must accept delivery of prize from sponsor, or as otherwise instructed by Sponsor. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded.

Prizes are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Grand prize winner will be required to complete and return a W-9 form (if prize value exceeds \$600.00), affidavit of eligibility, and liability/publicity release (Tennessee residents need not sign publicity release), and present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all applicable taxes on prize(s).

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. If there is no winning attempt in the contest according to these contest rules, the grand prize will not be awarded. Total approximate retail value (ARV) of all available prizes: **\$120,000.00**

**Additional Rules & Restrictions:** By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, and released parties (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

**IN CASE OF DISPUTES:** By participating, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any rebates awarded, shall be

resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

- No substitutions permitted except at the sole discretion of the Station, in which case a prize of greater or equal value will be awarded. The Station makes no warranty with respect to any Contest prize and is not responsible for cancellation or postponement. The cash equivalent of any portion of any Contest prize is not permitted, except at the Station's sole discretion. The Station will report value of prizes as required by law.

7. ODDS OF WINNING.

The odds of being selected as a contestant are dependent upon the number of entries received. The odds of winning the contest once selected as an official contestant are **1:100,000**.

8. RELEASE:

By participating in the Contest, each participant waives any and all claims of liability against the Stations, Spanish Broadcasting System, Inc., its subsidiaries, affiliates and participating sponsors and their respective employees, directors, shareholders and agents, from any and all claims, liabilities and damages arising directly or indirectly out of the award of the prize or that may be sustained directly or indirectly in connection with this Contest, 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 or for any claims, liabilities, losses, repairs, damage or injuries arising out of or in conjunction with the services, merchandise or other benefits obtained by the winner or this Contest. In order to receive a prize, participants must sign an official waiver form provided by the Stations.

9. REDEEMING OF PRIZE: All prizes, including cash prizes won by qualifiers during the Contest period will be available within thirty (30) business days of the date Qualifier completes all required Station documents. (Restrictions applies)

10. PUBLICITY, USE OF PERSONAL INFORMATION:

By participating, all participants and winners grant the Stations the non-exclusive permission to use their names, characters, photographs, voices, biographical information and likenesses in connection with promotion of the Contest and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree that the Stations may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

11. Any tax or additional expenses incurred as a result of the prize are the sole responsibility of each winner. 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 that is not specifically provided for in these official rules. Any person winning over \$600 in prizes from the Stations 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.
12. Prizes may not be substituted, are not transferable, redeemable for cash or exchangeable for any other prize. Prizes may not be claimed or used by any person other than the winner.
13. The Station reserves the right to award additional prizes throughout the Contest.
14. Any rule changes after the Contest begins must not disadvantage Contest participants and will be announced promptly and conspicuously.
15. The Station disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express mail or other delivery method. The Station is not responsible for mechanical,

technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, traffic congestion on telephone lines.

16. Each winner must submit proof of eligibility and sign the Stations' release form to claim the prize. Void where prohibited. In the event the Stations are prevented from continuing with the Contest or the integrity and/or feasibility of the Contest is severely undermined by an event beyond the Stations' control, the Stations may substitute prizes of equal or greater value or discontinue the Contest at any time. In no event will the Stations be obligated to award more than the number of prizes stated in these Official Rules. The Stations disclaim any responsibility to notify participants of any aspect related to the conduct of the Contest.
17. The conduct of the Contest is governed by the applicable laws of the U.S., which take precedence over any rule to the contrary herein. The Stations shall follow the applicable laws for 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, state and law.
18. A copy of these rules and regulations are available during normal business hours at the station and at the radio station's websites at [www.931amor.com](http://www.931amor.com) and will be retained and available for public inspection at the Station's offices located at 26 W 56<sup>th</sup> Street, New York, NY 10019. For a copy of a list of prize winner(s), send a self-addressed, stamped envelope to: WPAT-FM Oyente Preferido Contest, c/o Spanish Broadcasting System, Inc., 26 West 56th Street, New York, NY 10019. PLEASE SPECIFY what you are requesting. Requests must be received by **5/30/2017**.
19. Contest Sponsor: This contest is sponsored by Spanish Broadcasting System, Inc., 26 West 56th Street, New York, NY 10019.

[Acknowledgment Follows]

### AFFIDAVIT OF ELIGIBILITY

I have read and understood the rules governing the Official Contest Rules for "OYENTE PREFERIDO", as they are set forth above. I authorize that the station can contact the U.S. Social Security Office to verify the validity of my SSN/TIN. Furthermore, I have been given the opportunity to have any questions answered by the radio station staff, and I agree to abide by the contest rules.

I affirm, under penalty of perjury, that the information listed below is true and correct.

(Please Print) Name:	_____	_____
Address:	_____	Signature
	_____	
City/State/Zip:	_____	Date
	_____	
Phone #:	_____	
Social Security # or		
TIN #:	_____	