

The following promotion is intended for participants in the forty-eight (48) contiguous United States and D.C. only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

PIGSKIN PAYOUT  
Powered by Carlton Harley Davidson  
CBS Radio's Fall 2016 National Contest  
(September – October 2016)

OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FORTY EIGHT (48) CONTIGUOUS UNITED STATES AND WASHINGTON, DC, WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.***

EACH TEXT MESSAGE, SENT OR RECEIVED, MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. MESSAGE AND DATA RATES MAY APPLY. WHEN YOU ENTER BY TEXT MESSAGE, YOU CONSENT TO RECEIVE AT LEAST ONE (1) AUTODIALED TEXT MESSAGE IN RESPONSE TO YOUR ENTRY, AND YOU CONSENT TO RECEIVE ADDITIONAL CALLS TO YOUR MOBILE DEVICE IF YOU ARE SELECTED AS A POTENTIAL PRIZE WINNER, AS APPLICABLE. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. TO ENTER WITHOUT SENDING A TEXT MESSAGE, SEE SECTION 3 BELOW.

**1. PROMOTION DATES**

- a. These rules govern the CBS Radio Fall 2016 National Contest ("Promotion"), which is being conducted by CBS Radio Inc. and its participating radio stations (the "Stations"), including 92.3 THE FAN/WKRR (the "Station") (CBS Radio Inc. and the Stations shall be collectively deemed "CBS Radio"). The Promotion, known as THE PIGSKIN PAYOUT on the Station, sponsored by Carlton Harley Davidson will begin on Monday, September 12, 2016, and will run through Friday, October 14, 2016, weekdays between the hours of 9:00a.m. ET, and 7:00 p.m. ET (the "Promotion Dates").

**2. ELIGIBILITY RESTRICTIONS**

- a. The Promotion is open only to legal residents of the 48 contiguous United States (including the District of Columbia) who are 18 years of age or older at time of entry. Contestants will be competing with listeners from approximately 70 Stations in multiple radio markets across the United States. Employees, officers, directors and agents of CBS Radio, the Stations, Vibes, and Promotion sponsors (if any), and each of their respective parents, subsidiaries and affiliates, the Stations' advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities"), other radio stations in the metropolitan areas of the participating stations and the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) and those living in the same household of each (whether related or not), are ineligible to enter or win. Void outside the United States and where prohibited.
- b. Entrants are required to provide truthful information and CBS Radio will reject and delete any entry that it discovers to be false or fraudulent. CBS Radio will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

**3. ENTRY**

- a. To enter listen to the Station during the Promotion Dates for the Station's announcement of a code word ("Code Word") as well as a "sounder" or cue to enter ("Cue"). Each weekday during the

Promotion Dates, there will be up to ten (10) Cues announced on-air on each participating station, and each Cue will disclose a unique Code Word. Upon hearing the Code Word and Cue, enter by text message or online within the hour during which the Cue is announced to be entered for a chance to win a \$1,000 cash prize. Each entry window closes at the end of each hour in which the Cue is announced (0:59:59), regardless of when the Cue airs (each, an "Entry Period"). Each participating station reserves the right to announce the Code Word and Cue between the first five (5) minutes of the hour and fifty-five (55) minutes of each hour. Following each Entry Period, CBS Radio will conduct a random drawing from among all text and online entrants nationwide during that Entry Period from all participating Stations (the "Entry Period Pool"), and one (1) potential nationwide \$1,000 cash prize winner will be randomly selected and called by CBS Radio shortly after the drawing. The randomly selected entrant must be available at the time of CBS Radio's call to be eligible to win the prize. Once reached by phone, the randomly selected entrant will be notified of their potential prize award (upon confirmation of eligibility). At the time of the call, the randomly selected entrant will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and date of birth to verify eligibility. P.O. Boxes are not permitted. CBS Radio will attempt to call the randomly selected entrant five (5) times shortly following the Entry Period. No voicemail will be left. If the randomly selected entrant fails to answer the calls or is disconnected or otherwise found to be ineligible, the prize will be forfeited and CBS Radio will randomly select another entrant from the Entry Period Pool to be the potential \$1,000 cash prize winner. This will continue until the \$1,000 cash prize is awarded for that Entry Period. By participating in the Promotion entrants consent to CBS Radio contacting them by phone at the telephone number from which the text entry was received or as indicated by the entrant on the online entry form. Any and all fees arising out of the transmission of or receipt of a mobile call shall solely be the responsibility of the entrant. Message and data rates may apply per the entrant's carrier.

- b. **Text Message:** To enter by text message, upon hearing the Cue, text the Code Word announced in the Cue to 80787 during the Cue's Entry Period. Message and data rates may apply. Promotion Entities are not responsible for any fees or charges incurred for and associated with text message entries. Entry by text message will not improve your chance of winning. Text messaging may not be available through all wireless carriers. By entering by text, entrants consent to receive one (1) autodialed confirmatory text message from CBS Radio on their wireless number, and entrants understand that entrant's consent is not required as a condition of purchase. By entering by text, each entrant consents to receive up to five (5) notification phone calls on their mobile phone used for submitting the text message if randomly selected as a potential winner. Further, by entering by text message, entrants agree to accept all applicable charges associated therewith.
- c. **Online:** To enter online, upon hearing the Cue visit the Station's website, [www.923thefan.com/win](http://www.923thefan.com/win) and follow the links and instructions to enter the Promotion and complete and submit the online entry form and provide the correct Code Word during the respective Entry Period following the Cue. By entering online, each entrant consents to receive up to five (5) notification phone calls on their provided phone number if randomly selected as a potential winner. 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 for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Online entries submitted may not be acknowledged or returned.
- d. Entrants may enter only once per Code Word announced during each respective Entry Period, regardless of the method of entry (i.e., only one (1) entry per person per Code Word). Each Station will announce a maximum of one (1) Code Word during each Entry Period. A maximum of four (4) Code Words will be announced during each Entry Period across all of the participating Stations. Additional entries will be disqualified by the Promotion Entities. A listener may only win one \$1,000 cash prize during the Promotion. For this Promotion only, restrictions that would prevent a listener from winning if he/she had won another recent CBS Radio station contest or promotion will not apply. Proof of submission of an entry shall not be deemed proof of receipt by CBS Radio.

- e. Up to ten (10) \$1,000 cash prizes will be awarded each weekday, Monday through Friday, and a total of two hundred fifty (250) \$1,000 cash prize winners will be selected nationwide by all participating stations. (Not all participating stations will participate in every Entry Period, and some stations may offer fewer opportunities to win.) The Station as well as all other participating radio stations may also announce exact Cue times that future Code Words will be released. Station listeners will be entering along with listeners from other stations around the country who will also receive the Code Words and Cue announcements at similar times and will be entering before the same Entry Period deadline for each Cue.
- f. In the event of a technical difficulty, CBS Radio reserves the right to award prize to a randomly selected entrant from the immediately available prior Entry Period pool, except that any such entrant who was awarded the prize for such Entry Period will be excluded. Given the volume of participation, contestants may experience an inability to access website to enter.
- g. Due to delays and buffering in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to timely participate in or may be disadvantaged when participating in on-air contests. Entrants are encouraged to listen to the Station for the Cues on-air. The Promotion Entities are not responsible for online streaming delays.

#### **4. PRIZES**

- a. Two hundred fifty (250) \$1,000 cash prizes: each \$1,000 cash prize will be awarded as a check in the amount of \$1,000 payable to the prize winner upon confirmation of eligibility.
- b. Total ARV of all prizes in the Promotion is \$250,000.
- c. No more than the stated number of prizes specified in these official rules will be awarded. Each cash prize will be issued as a check payable to the order of the prize winner upon verification of eligibility and upon timely receipt of all completed prize winner paperwork. Checks will be processed and mailed within four to eight weeks upon verification of eligibility and receipt of all completed prize winner paperwork. All taxes, including but not limited to, federal, state, and local taxes, and any other costs and expenses associated with the acceptance and use of a prize are solely the responsibility of the winner. The prize winners will each be issued an IRS Form 1099 for the value of their respective prize(s). Prizes cannot be transferred or substituted except at the sole discretion of CBS Radio.

#### **5. WINNER SELECTION AND NOTIFICATION**

- a. Decisions of CBS Radio with respect to the Promotion are final.
- b. Potential \$1,000 cash prize winners will be determined as described above and will be notified by telephone approximately five (5) minutes following each Entry Period. Listeners from up to 70 radio stations in multiple radio markets across the United States will be participating at the same times. Odds of being selected as a \$1,000 cash prize winner depend on the number of entries received from all markets.
- c. CBS Radio will notify potential cash prize winners by telephone with follow up correspondence by email, U.S. Mail and/or courier.
- d. Winners (or their parents or legal guardians if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release within five (5) days of notification attempt or prize will be forfeited. If a winner has not reached the age of majority in his/her state of residence (19 years or older if a resident of Alabama or Nebraska, 21 years or older if a resident of Mississippi and 18 years or older in other states), the prize(s) will be awarded in the name of his/her parent or legal guardian who will be required to complete and sign any required documents. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the

required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). The Promotion Entities are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 6. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winners. Winners will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of the prize. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize.
- b. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's permission for CBS Radio, the Station, any other participating station or their designees or agents to use in commerce, advertising and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize won, hometown (city and state), voice, likeness, and/or any statements made by him/her regarding the Promotion, its sponsor(s), CBS Radio, the Station, and any other participating stations for purposes of trade, publicity or promotion without notice or any additional financial or other compensation, notification or permission, except where prohibited by law. Each winner agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law. To the extent not prohibited by law, winners also agree to provide CBS Radio with an interview, which may be used in connection with the Promotion.
- c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and prize delivery. Further, prize winners (as well as their parent(s) or legal guardian (s), if winners are under the age of majority in their state of residence) agree to sign a liability release, agreeing to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion.
- d. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at CBS Radio's discretion. CBS Radio's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. CBS Radio, in its sole discretion, reserves the right to disqualify any person from this Promotion if he or she tampers with the entry process or the operation of any of the participating stations' websites or is otherwise in violation of the rules. CBS Radio, in its sole discretion, reserves the right to reject entries from any source, and to disqualify any person or persons who CBS Radio believes is tampering with the entry process in any way, including but not limited to attempts to manipulate the mobile or website entry systems or entry process in order to increase the odds of winning, or for any other fraudulent activity designed to affect the entry process or who is otherwise in violation of the rules or of any applicable law or regulation. To the fullest extent permitted by law, CBS Radio may seek prosecution of and/or damages from any person who attempts to damage any station website or to tamper with the operation of this Promotion. CBS Radio further reserves the right to cancel,

terminate, suspend, or modify the Promotion if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond CBS Radio's control, including force majeure, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by CBS Radio in its sole discretion. CBS Radio's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of CBS Radio, including any force majeure event or other event of local or national importance, any segment of the Promotion is delayed, rescheduled, postponed or cancelled, CBS Radio reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.

- e. Contestants understand, acknowledge and agree that the Released Parties shall not be liable for losses or injuries of any kind resulting from the rejection of an entry given CBS Radio's belief that the contestant was abusing or tampering with the Promotion entry process in any manner or due to any technical malfunction of the telephone or network transmission line or any entries that are late, delayed, garbled, incomplete, misdirected, lost, corrupted or otherwise not in compliance with the rules or applicable law.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; (v) misdirected, misdialed, incomplete, incorrect, or late mobile or website entries; and (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
- g. CBS Radio reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement.
- h. Failure to comply with the Promotion rules may result in a contestant's disqualification solely at the discretion of CBS Radio.
- i. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- j. Copies of the Official Rules or for a list of winners following completion of the Promotion (specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winner List" to CBS Radio's Fall 2016 National Promotion Winner List or Official Rules Request, CBS Radio, 1800 Pembroke Drive, Suite 400, Orlando, FL 32810. A copy of the Official Rules and a list of winners (when complete) are also available during regular business hours at the main studio of the Station at 1041 Huron Road, Cleveland, OH 44115 and at the Station's

webpage at [www.923thefan.com/rules](http://www.923thefan.com/rules) . All such requests must be received within 60 days following completion of the Promotion.

**SPONSOR & ADMINISTRATOR:** CBS Radio Inc., 1800 Pembroke Drive, Suite 400, Orlando, FL 32810.