

## Chris Leith - Winning List Contest

### OFFICIAL RULES

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**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF NORTH CAROLINA ONLY, WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.**

**Promotion Period:** Contest registration is scheduled to begin **6/23/09 and end 7/5/09** (the "Registration Period"). The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

**Who May Enter:** Contest is open to legal residents of North Carolina, who are age 18 or older as of date of entry with a valid driver's license, except the following classes of persons who are not eligible to enter:

- a. Employees, officers, and directors of **Clear Channel** ("Administrator"), **Chris Leith** ("Sponsor"), 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 promotion (collectively "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.
- b. Individuals who do not have access to an internet connection in order to visit the contest website, or a valid email address to register.

**How to Enter** – Visit <http://www.mdmgames.com/ChrisLeithUCG/> during the "Registration Period" and click the "Winning List" contest entry button to connect to the contest registration page. Each entrant must fully complete the registration page with all required information including his/her name, complete address, valid email address, birth date, and phone number(s) (*including area code(s)*) – **and create a list by placing the items in any order of their choice from 1 to 7 on an official entry form, and click submit.** Each item should be used a maximum of one time in creating the list order on the entry form.

After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. All on-line entries must be fully complete for all required information.

Maximum of one entry per person or per valid email address. Any on-line entry submitted with an invalid email address will be disqualified. Incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different email addresses, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

**Finalist Selection & Notification:** A total of (50) finalists will be randomly selected from all eligible entries received to be eligible to participate in the grand prize contest (*see below*). All other entries are ineligible to participate or win any prize.

**Grand Prize Contest:** Prior to the grand prize event date, a list of **(7) items** will be **randomly arranged** in a predetermined winning order from 1 to 7 by an independent promotions company, and placed in a sealed prize envelope. The sealed prize envelope containing the winning list order will be provided to the Sponsor prior to the start of the contest. **Each item will be used a maximum of one time to create the winning list.**

At the conclusion of the contest registration period **on or about 7/1/09**, Sponsor shall submit each eligible entry received to the promotions company for comparison to the winning list. A representative of the promotions company shall compare each eligible 7-item list submitted and received from an eligible contestant to the actual predetermined grand prize winning 7-item list, to determine if any contestant has correctly

guessed the winning list in exact order. In the event a winning list has been submitted, the contestants(s) who submitted the winning list will be immediately notified, and will be eligible to claim the grand prize, subject to verification and compliance with these Official Rules.

### **Prize Awards & Delivery:**

Grand Prize: In the event an eligible contestant has submitted a 7-item list that exactly matches the predetermined winning list in exact order from 1 to 7, that contestant will be eligible to claim the grand prize subject to approval and verification of compliance with these official rules. The grand prize is: a trip for two (winner and one (1) guest age 18 or older) to the Caribbean with a maximum value of \$10,000 plus \$10,000 cash.

Actual departure and return dates and times will be solely determined by sponsor, and are subject to change at sponsor's discretion. The grand prize trip includes:

- Round trip coach class air transportation for two departing from the airport nearest winner's home as designated by Sponsor. Departure date, times and airline based upon availability and will be solely determined by sponsor.
- Hotel accommodations, double occupancy at hotel determined by sponsor.

Winner and his/her guest must travel together on the same itinerary. All meals, gratuities, income taxes and any other expenses not specified herein as being included in the grand prize package are the sole responsibility of the winner. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. Actual value of each trip will depend on point of departure and any airfare fluctuations. Sponsor is not responsible for any travel delays or difficulty. If travel delays or difficulty prevent arrival in time for any and all elements of trip, sponsor is not responsible for awarding any compensation in lieu thereof.

A maximum **(1)** grand prize will be awarded. **In the event of more than (1) eligible grand prize winning entry, then the value of the grand prize will be evenly distributed among all eligible winning finalists. In the event that no finalist successfully completes the grand prize winning requirements, then the grand prize will not be awarded.**

Grand prize winner, if any, 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(s) will be required to complete and return a W-9 form or appropriate tax 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 and are responsible for paying all income taxes on prize.

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. Total maximum value of all available prizes: **\$20,000**

**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 Sponsor and 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 designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless 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 or activity related thereto), and to assume all liability thereof.

Released Parties shall not be liable to winner 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 Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to

technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are 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 or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine the finalists in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes 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.

**Odds:** The odds of being selected as an official finalist to attempt the contest are dependent upon the number of eligible entries received. The odds of winning the contest once selected as an official finalist are: 1:5,040.

**Winners List:** For a copy of these Official Rules or for a list of prize winner(s), if any, send a self addressed, stamped envelope to: Chris Leith Winning List Contest, c/o Clear Channel, 3100 Smoketree Ct., Raleigh, NC 27604. PLEASE SPECIFY which you are requesting, official rules or winner list. Requests must be received by 9/30/09

**Contest Sponsor/Administrator:** Clear Channel, 3100 Smoketree Ct., Raleigh, NC 27604