

Nissan of Turnersville – NISSAN Dice Roll Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF THE U.S. 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 on **5/20/09 and end 5/30/09** (the "Registration Period"). The grand prize contest event is scheduled to occur on **5/31/09** at Nissan of Turnersville located 3400 Route 42 in Turnersville, PA. 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 U.S. residents, who reside within 250 miles of Bala Cynwyd, PA and 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 **Nissan of Turnersville** ("Sponsor"), **Beasley Broadcast Group** ("Administrator"), 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 (**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 contest, 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 are unable or unwilling to be present to participate in the grand prize contest event on **5/31/09** (*see below*).

How to Enter – Three Ways:

1. **On Line Registration:** To enter via on-line registration, visit www.NissanofTurnersville.com or www.925xtu.com during the "Registration Period" and click the Contest entry button to connect to the Contest registration page. Each entrant must fully complete the on-line 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)). 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, and must be received by **5:00pm EST on 5/28/09** to be eligible. Maximum of one on-line entry per person and per valid email address. Any on-line entry submitted with an invalid email address will be disqualified.
2. **Register to Win:** Official entry forms will be made available (while supplies last) at **Nissan of Turnersville** during normal business hours between the Registration Period. Fully complete an official entry form with all required information and deposit into the official registration box provided at sponsor location. No photocopied or mechanically reproduced entries permitted. All eligible entries must be received by close of business on **5/28/09**. Limit one entry per person. Incomplete or illegible entries will be disqualified.
3. **Grand Prize Event Date:** Be one of the first (50) eligible attendees to join the grand prize event on **5/31/09** beginning at approximately 10:00am ET, or at the time as designated on-air by 92.5 XTU. Each of the first (50) eligible attendees will be designated as a contestant to participate in the grand prize event. Designation of the first (50) eligible attendees will be as solely determined by the contest administrator. Maximum of one qualification or attempt per person.

Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for lost or stolen entries boxes, 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 or cellular 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. 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 email 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 maximum total of **(150) finalists** will be selected from all registration methods combined to participate in the grand prize contest event (*see contest description below*) as follows:

- **On-line & Register to Win:** A total of **(100) finalists** will be randomly pre-selected from among all eligible entries received from both on-line and register to win entries combined. Each pre-selected finalist will be notified initially by phone and/or email of their selection. Any pre-selected finalist that cannot be reached or contacted to confirm their selection may be disqualified and an alternate finalist may be selected and notified, time permitting. During the finalist notification, potential finalist must confirm their eligibility, and indicate their willingness and ability to attend the grand prize event on **5/31/09** to participate in the in the grand prize contest (*see description below*).
- **Grand Prize Event Date:** A total of the first **(50)** eligible attendees to join the grand prize event on 5/31/09 will be designated as last chance finalists.

Maximum of one finalist qualification per person regardless of qualification method. Any selected finalist who does not meet the eligibility requirements, does not wish to participate in the grand prize contest, or who is unable or unwilling to attend the grand prize event will be disqualified. An alternate finalist will then be randomly selected from all remaining eligible entries received, and notified per the procedures outlined above, time permitting. Only finalists selected and notified by sponsor will be eligible to participate in the grand prize contest. All other entrants are ineligible. Finalist selection and participation is non-transferable. No other individual may participate on behalf of a selected finalist. Decisions of judges in the selection of finalists, and all matters related to this contest are final.

Selected finalist(s) must be present at the date, time and location as specified by sponsor to participate in the grand prize contest. Any finalist who fails to appear by the required deadline as stated by Station will be disqualified, and will not receive any alternate contest attempts, prize substitution or compensation. Sponsor

reserves the right in its sole discretion to change the date, time or location of the grand prize contest. Finalists will be notified of any changes at the time of their selection and/or notification. **Sponsor reserves the right, in its sole discretion to randomly select replacement finalists for any disqualified finalists from anyone in attendance from the crowd on the day of the contest. Difficulties with getting to location to enter or participate in the contest are not the responsibility of Sponsors.**

Grand Prize Contest: In order for the Dice Roll Contest grand prize to be awarded to an eligible finalist, the finalist must first print and sign their full name on the first unoccupied line of the provided official contestant registration form prior to their dice roll attempt. **Each finalist will then receive a maximum of two (2) dice roll attempts.** The eligible contestant must roll all **6** dice provided by Sponsor during each dice roll attempt, and have each die come to rest with the predetermined winning side face up on a single roll attempt. The winning symbols for this contest are: **N-I-S-S-A-N**

Eligible dice roll attempt requirements include:

- All dice roll attempts must occur in the presence of the contest administrator(s), and must be recorded on video tape in its entirety. Any dice roll attempt not in the presence of the contest administrator, or that is not video taped for any reason will be disqualified and is not eligible for the grand prize;
- Contestants will not be permitted to take any practice or warm-up tosses prior to their attempt. Once a die has been rolled, their attempt is considered to be started.
- **Each eligible contestant must roll all 6 dice all at one time.** Contestants may not attempt to change the outcome of any rolled die, by hitting the die with a subsequent roll attempt;
- All **(6)** dice must be rolled on each individual contest attempt. The winning outcome must occur during a single roll attempt – i.e. contestants may not combine letters during multiple roll attempts. Each roll is its own unique contest attempt, and the **(6)** winning letters must all land face-up on a single roll.
- Each die must be tossed in a completely random manner that does not allow the contestant to “set” or “slide” the dice, alter or influence the random outcome of the roll;
- Each die must be rolled a minimum of 2-feet in distance from the contestant, in order to prevent the contestant from altering, affecting, influencing, or enhancing the random outcome of any roll. The contest administrator will designate the demarcation line that each die must cross during the roll;
- All dice must come to rest lying flat;
- All dice must land on and remain on the designated dice rolling surface;
- No rolled die may come in contact with any person or object other than the designated rolling surfaces or walls.
- If any die comes in contact with another person or object (other than the dice roll surface or designated walls or backstop) for any reason; or if any person or object in any way interferes, alters, changes, influences or affects the random outcome of the roll, then the entire attempt is disqualified and the contestant may not receive another attempt.

The following will result in the contestant being required to re-roll their entire dice roll attempt:

If any of the following outcomes occur, that dice roll attempt is disqualified and the contestant will be granted a maximum of one re-roll attempt (the contestant must re-roll all **6** dice):

- If the contest administrator deems that any die has failed to cross the dice roll demarcation line;
- If any die is leaning in any manner;
- If any die leaves the designated dice roll playing surface;
- If any contestant inadvertently drops a die as they are preparing to roll, and the dropped die does not meet the eligible dice roll requirements as stated in the contest rules.

In all circumstances, an eligible contestant may have a maximum of one re-roll attempt. In the event of a second ineligible dice roll, their entire dice roll attempt will be disqualified and the contestant will not be eligible for any prize claim regardless of the outcome of their roll.

Prize Awards & Delivery:

Grand Prize: In the event of a successful dice roll attempt, if any, the eligible finalist who successfully completed the contest will be awarded the grand prize subject to approval and verification of compliance with these official rules. The grand prize is: **a 2009 Nissan 370z from Nissan of Turnersville with a maximum retail value not to exceed \$40,000.**

Winner must accept delivery of vehicle from the sponsor (Nissan or Turnersville), or as otherwise specified by Sponsor. Administrator will solely designate and specify available vehicle including make, model, color and options for Grand Prize winner's prize award. Grand Prize winner may not substitute, exchange, or apply the vehicle's value towards a higher cost or alternate vehicle. Designated vehicle must be the Sponsor designated vehicle that is currently in designated dealer's stock of inventory. Administrator reserves the right to award an alternate year model (*i.e.* 2008), if the 2009 model is not available at the time of prize award.

If the designated prize vehicle MSRP is under \$40,000.00, the winner will not be awarded the difference between the vehicle's actual MSRP and \$40,000.00. Grand Prize winner is responsible for paying any and all sales tax on prize award at time of delivery, estimated at approximately \$2,400 (based on a 6.0% tax value) but may vary depending on the state and county in which the vehicle is awarded.

All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Grand Prize winner, including but not limited to tax, title, insurance, license and registration fees. All income, federal, state and local taxes are Grand Prize winner's sole responsibility. All grand prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Administrator's sole discretion or as provided herein. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

A maximum (1) grand prize will be awarded. In the event of multiple grand prize winning dice roll attempts by eligible finalists during the contest, then the sponsor shall conduct a roll-off among the eligible finalists who have each thrown a winning roll. The contestant who rolls the most winning letters during the roll-off will be declared the grand prize winner in the contest. In the event of a tie during the roll-off attempt, the roll-off will continue until there is a winner declared. In the event there is no grand prize winning attempt, then the grand prize will not be awarded.

Bonus Prize: In the event that there is no eligible contestant who successfully completes the grand prize dice roll contest requirements, then the sponsor shall award the eligible contestant who has successfully rolled **the most winning letters** during their contest attempt the bonus prize, subject to verification and compliance with these Official Rules. The bonus prize award is as follows: **Two (2) Reserve seats to the WXTU anniversary concert on 6/13; and a meet & greet with a station designated artist performing in the Concert.**

A maximum (1) bonus prize will be awarded. In the event of any tie among eligible contestants at the conclusion of the dice roll contest (i.e. each contestant has rolled the same number of winning letters), then Sponsor shall conduct a 'Roll-Off' among the tied contestants. Each tied contestant shall receive one (1) additional roll of the dice. The contestant who rolls the most winning letters during the 'Roll Off' will be declared the bonus prize winner. In the event of a remaining tie after the first Roll-Off attempt, the process will continue until there is only one contestant remaining who will be declared the bonus prize winner. NOTE: The grand prize will not be awarded for any contestant who rolls all 6-dice face-up on NISSAN during a bonus prize Roll-Off contest attempt.

All properly claimed prizes will be awarded. Winner(s) (parent/legal guardian of any winner who is a minor) will be required to complete and return a W-9 form (if prize value exceeds \$600.00), affidavit of eligibility, and liability/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 income 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. Total ARV of all prizes available: **\$40,000.**

Additional Rules & Restrictions: By participating in this Contest entrants (parent/legal guardian of any entrant who is a minor) 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 the prize and is later found to be in violation of these rules, he/she will be required to forfeit the prize or to reimburse Administrator 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 the 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 the prize (including any injury or harm resulting from use of the vehicle), and to assume all liability therefor.

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 and Internet access. Administrator 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 Administrator's control, or otherwise. Released Parties disclaim any liability for entries not received due to technical difficulties or transmission errors. Released Parties disclaim 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 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 processing of entries or in the announcement of the prize or prize winner.

Administrator 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 Contest, in the opinion of the Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Administrator, in its sole discretion. In the event of early termination of the Contest, Administrator reserves the right to determine the winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

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 a grand prize finalist are dependent upon the number of eligible entries received. The odds of winning the Dice Roll Contest by successfully rolling the dice are: **1:46,656.**

Winners List: For a copy of these official rules or name of the Grand Prize winners, if any, send a self addressed, stamped envelope to: **Nissan of Turnersville Dice Roll Contest, c/o Beasley Broadcast Group, 555 East City Ave., Suite 330, Bala Cynwyd, PA 19004.** Please specify which you are requesting. Requests must be received by **7/30/09.**

Sponsor/Administrator: This contest is administered by **Beasley Broadcast Group, 555 East City Ave., Suite 330, Bala Cynwyd, PA 19004.**