

# Rock & Roll Valentine's Day Giveaway – 6-Digit 'Number Guess' 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 VALID IN THE U.S. ONLY, 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.**

**Contest Name:** Rock & Roll Valentine's Day Giveaway – 6-Digit Number Guess Contest (the "Contest").

**Contest Period:** Contest registration is scheduled to **begin at 12:00:01am ET on 1/18/10 and end at 11:59:59pm ET on 2/11/10**, or immediately following receipt of the first **5,000 eligible entries** – whichever occurs first (the "Registration Period"). The randomly selected 6-digit grand prize winning 'VIN' number is scheduled to be revealed on or about **2/12/10**, and will be compared to all eligible entries received through the end of the 'Registration Period'. The contest is subject to all applicable federal, state and local laws and regulation. Void where prohibited.

**Who May Enter:** Contest is open to the **first 5,000 entrants** who are legal residents of the District of Columbia ("D.C."), Virginia, Maryland and Delaware who reside within the WVRX-FM broadcast listening area, and are age 18 or older as of date of entry, and have a valid driver's license except the following classes of persons who are not eligible to enter:

- (a) Employees, officers, and directors of **Passport Nissan, Charleston Alexander Diamond Importers**, (collectively "Sponsors"), **WVRX-FM, Citadel Broadcasting Corporation, Million Dollar Media, LLC** ("Administrator"), all other **participating sponsors**, 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 current access to an internet connection in order to visit the contest website, or a valid email address to register.

**How to Enter – On-Line:** Be one of the first **(5,000)** eligible contestants to visit [www.theedge1059.com](http://www.theedge1059.com), click the link to connect to the contest website during the "Registration Period" and fully complete and submit an official on-line contest entry with all required information. Each entrant must fully complete the registration page with all required information including his/her name, complete address (*including City, State, and Zip*), valid email address, birth date, and phone number(s) (*including area code(s)*) – along with their guess of the 6-digit winning VIN number that has been randomly pre-selected for this contest.

The actual predetermined grand prize winning 6-digit "VIN number" will be comprised of 6-digits, that each fall between 0 – 9, inclusive. The winning number will be randomly created, and may not specifically relate to any actual vehicle identification number, of the VIN number of any vehicle displayed on the contest website. Digits may repeat within the winning 6-digit number sequence – i.e. the winning number could be any number from 000000 – 999999. Each contestant must submit their guess of the winning 6-digit VIN number in its exact order. (For example if the winning number is 123456, then a submitted number guess of 654321 would not constitute an eligible winning entry.)

After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. **Maximum of one entry per person or per valid email address during the entire Registration Period. Submitting more than one entry per person will invalidate all entries by that contestant.** All on-line entries must be fully complete for all required information. **Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning.** Eligible on-line entries must be one of the **first 5,000 entries received**, and must be submitted and received by 11:59:59pm ET on **2/11/10**.

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, human or programming errors, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason, 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.

**Eligible Entries:** Only the first (5,000) eligible entries received from contestants who have successfully completed the on-line contest entry will be eligible to participate in the grand prize contest (*see below*). Any additional entries after the first (5,000) entries have been received will be disqualified, and are ineligible to participate or win any prize, regardless of the accuracy of their submitted number guess.

**Grand Prize Contest – Guess the grand prize winning 6-digit 'VIN number':** The predetermined grand prize winning 6-digit 'VIN number' will be a **randomly pre-selected** number determined prior to the start of the contest by the contest administrator. Each digit within the winning number shall fall between 0 – 9, inclusive and the winning number may be any number between 000000 – 999999, inclusive. Numbers may repeat within the 6-digit winning number. **NOTE: The winning number will be a randomly selected 6-digit number, and may be any number between 000000 – 999999. The winning number does not relate to the actual VIN number of any vehicles promoted or featured in the contest, or any vehicles within the inventory of the sponsoring dealer, and may not relate to the last 6-digits of any vehicle or VIN number in existence.**

The winning 6-digit number will then be placed into a sealed security envelope prior to the start of the contest registration period, and will be held during the contest registration period by representatives of the Sponsors. At the conclusion of the contest registration period **on or about 2/12/10**, each eligible entry received during the Registration Period will be compared to the grand prize winning number contained in the sealed security envelope, to determine if any eligible contestant has correctly submitted the winning 6-digit number in its exact winning order of sequence. (IE – each number must be in the correct position.) In order to be eligible to claim the grand prize (*see below*), an eligible contestant must have correctly guessed the predetermined grand prize winning number by correctly guessing each digit in the 6-digit winning number **in their exact winning order**. For example, if the winning VIN number was '123456', then a submitted number guess of '654321' **would not** be considered a winning entry or attempt.

If the grand prize winning 6-digit VIN number is not correctly submitted in its exact winning order by an eligible contestant during the registration period, according to these official rules, then the **grand prize will not be awarded**.

**Bonus Prize Contest – Closest Guess:** The eligible contestant who has submitted a guess closest to the predetermined grand prize winning number will be declared the 'Bonus Prize Winner'. The bonus prize winner will be determined by identifying the contestant who has guessed the most winning digits in exactly the correct order, starting with the 1<sup>st</sup> winning digit. In the event of a tie between any eligible contestants, the first tie breaker will be based upon which contestant guessed closest to the next winning digit, regardless of whether their guess of the next digit is higher or lower than the actual winning digit. In the event of a remaining tie, then a random drawing will be held among tied contestants to determine the bonus prize winner.

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

**Grand Prize:** In the event a winning entry is submitted by an eligible contestant, the corresponding contestant who submitted the winning entry will be eligible to claim the grand prize, subject to approval and verification of compliance with these official rules. The grand prize is a Valentine's Day prize package with a maximum retail value not to exceed \$100,000 and consisting of the following prize awards:

- **Two (2) Nissan vehicles ('His & Her') from Passport Nissan including a 2010 Nissan 370 Z coupe with a maximum retail value not to exceed \$29,930; and a 2010 Nissan Xterra with a maximum retail value not to exceed \$25,420. Maximum retail value of both combined vehicles not to exceed \$55,350.**
- **\$25,000 credit at Charleston Alexander Diamond Importers towards the purchase of any Jewelry items currently in stock. Sponsor reserves the right to award any portion of the prize in the form of gift cards, gift certificates or as a store credit. Maximum retail value not to exceed \$25,000;**
- **\$20,000 in Cash**

Prizes awarded as gift cards or gift certificates are subject to the terms, conditions and policies of the gift cards or gift certificates. Prizes awarded as credits at participating Sponsor locations have no cash value, and may not be exchanged or redeemed for any other prize. All credits must be used within 12-months from date of prize award or any full or partial remaining credit value will be forfeit. Credits may be used in partial increments. Any unused portion of any credit with a participating Sponsor will not be refunded as Cash, and unused balances will expire after the 12-month period. If the purchase of any product or service from a participating Sponsor exceeds the maximum retail value of the available credit or prize award, then winner shall be responsible for the difference in the cost at time of prize delivery or acceptance.

Grand prize winner, if any, must accept delivery of prize vehicles from the sponsor designated dealer (Passport Nissan), or as otherwise specified by Sponsor. Administrator will solely designate and specify available vehicles including make, model, color and options for Grand Prize winner's prize award. Grand Prize winner may not substitute, exchange, or apply the vehicle lease value towards a higher cost or alternate vehicle. Prize award vehicle must be one of the Sponsor designated vehicles that is currently in designated dealer's stock of inventory. Administrator reserves the right to award an alternate year model (*i.e.* 2009), if a 2010 model is not available at the time of prize award. If the designated prize vehicle MSRP is under \$29,930 for the Nissan 370 Z, or \$25,420 for the Nissan Xterra; the winner will not be awarded the difference between the vehicle's actual MSRP and \$29,930 or \$25,420. Grand Prize winner is responsible for paying any and all

sales tax on prize award at time of delivery, estimated at approximately \$3,321 (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 taxes on each prize award (including federal, state and local taxes) are Prize winner's sole responsibility.** Winner must show proof of insurance prior to delivery of prize vehicle. Prize awards 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, in its sole discretion, to award the cash value of the leased vehicle prize to any contestant that does not meet the minimum qualification requirements or approved credit requirements for the terms of a Acura tier 1 lease. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

**A maximum of one (1) grand prize will be awarded. In the event that more than (1) eligible contestant submits a winning entry during the contest, then a random drawing shall be held among all entrants who have submitted the winning number to determine the two (2) prize winners of the featured prize vehicles; and the cash portion of the grand prize and the cash value of the credit at Charleston Alexander Diamond Importers will be evenly distributed among all eligible winning contests. The eligible entrants randomly selected during the drawing will be declared the winner of each designated prize vehicle. Each of the remaining entrants not selected during the prize drawing for the vehicles will not be eligible for portion or value of the vehicle prize award, or any other prize award or compensation. In the event that no contestant submits a winning number guess, then the grand prize will not be awarded.**

**Bonus Prize – Maximum of (1) Winner:** The eligible contestant who submitted the guess determined to be closest to the winning number by the contest administrator (or through the tie-breaker system), will be awarded the bonus prize. The bonus prize is: **2-nights deluxe accommodations at Lansdowne Resort – including dinner for two on Friday night and Brunch for two on Sunday in *On The Potomac at Lansdowne Resort*, Champagne and chocolate truffle amenity and a couples massage with a total maximum retail value not to exceed \$750! Valid any weekend in Feb or Mar 2010, based upon availability.**

All federal, state and local taxes (including income taxes) are Prize winner's sole responsibility. All prize awards 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. Other restrictions may apply. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein.

Grand prize winner(s), if any, 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 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 maximum ARV of all available prizes: \$100,350.**

**Additional Rules & Restrictions:** By participating, 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 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, 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 any entries not received 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 receipt or data storage of entries, printing or advertising of this Contest, administration or execution of the Contest, the processing of entries or in the announcement of the prizes or prize winners. Any entry not received, lost, damaged or destroyed for any reason is not eligible to participate in the grand prize contest. 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, release of the grand prize winning number, 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 terminate the registration, and execute the grand prize contest by comparing all eligible, non-suspect entries received as of the time/date of such termination to the grand prize winning number, provided the termination is not a result of the winning number being released. 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 winning the grand prize by correctly submitting the winning 6-digit number in its exact correct order are **1:1,000,000**.

**Winners List:** For a copy of Official Rules or a list of prize winner(s), send a self addressed, stamped envelope to: **Rock & Roll Valentine's Day Number Guess Contest**, c/o Citadel Broadcasting Corporation, 4400 Jenifer St., NW Washington, DC 20015. PLEASE SPECIFY which you are requesting – official rules or winners list. Requests must be received by **4/12/10**.

**Contest Administrator:** This contest is administered by Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.