

# **Freeway Frenzy Contest**

## **Official Rules**

**No purchase necessary to enter or win. Purchase does not improve chances of winning. The following contest is valid in San Antonio, TX Metro Survey Area (as defined in the rules below). Void elsewhere and wherever prohibited. Do not participate in the Contest if you are not a legal resident of the United States physically located in the United States at the time of entry, or do not fall within the eligibility requirements as set forth below.**

**Contest Name:** Freeway Frenzy (the "Contest")

**Contest Dates:** The contest is scheduled to begin 9/23/08 at 12:00:01 EST and end 12/15/08 at 11:59:59 EST. The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

**Registration Periods:** Contest registration is scheduled to occur from **9/23/08 at 12:00:01 EST to 12/15/08 at 11:59:59 EST** (the "Registration Period").

Clear Channel, its subsidiaries and affiliated companies ("Company"), will conduct the Contest substantially as described in these rules, and by participating, each participant agrees as follows:

### **1. Description of Contest:**

In the event of a successful 2 of 20 envelope pick by an eligible contestant, that contestant will be awarded the grand prize as described below, subject to verification, approval and compliance with these official rules.

### **2. Who May Enter:**

Contest is open only to legal U.S. residents at least 18-years old as determined by the Company and reside within 75 miles of a participating Radio Station's Total Survey Area (TSA) as defined by Arbitron Inc., a radio research firm, and who possess a valid driver's license, except the following classes of persons who are not eligible to enter:

- a. Employees, officers, directors and agents of Firstmark Credit Union, Clear Channel Radio ("Sponsors") each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any other companies associated with the design or execution of this promotion (collectively "Released Parties") and members of the immediate families or households of any of the above. "Immediate family members" includes, 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. Any individual who does not have access to the internet or a valid email account at the time of entry.

### **3. How to Enter – Online Registration**

To enter, visit [www.woai.com](http://www.woai.com), [www.mix961.com](http://www.mix961.com), [www.kj97.com](http://www.kj97.com), [www.kzep.com](http://www.kzep.com), [www.ticket760.com](http://www.ticket760.com), [www.q1019.com](http://www.q1019.com), or [www.925krpt.com](http://www.925krpt.com) during the Registration Period and click the contest link. Each entrant will be given (5) unique opportunities to unscramble a series of letters to create a winning word. In order to complete the game and advance to the contest registration page, an entrant must successfully unscramble a minimum of 3 of the 5 words correctly. Any entrant who does not successfully unscramble a minimum of 3 of the 5 words will be disqualified and will not have an opportunity to advance to the contest registration page during that attempt. Entrants may continue to attempt the contest until they are able to advance to the contest registration page. Any entrant who advances to the contest registration page will be required to enter their name, address, birth date, phone number, and valid email address. Upon entering their information, the entrant will be asked to click on 1 of 3 icons to determine if they are the winner of an "Instant Win Prize". In the event an entrant is not the winner of an "Instant Win Prize", entrant will be given a second chance to attempt to win the instant win prize after answering (1) additional multiple choice question. Twelve (12) random, computer-generated instant-winning times will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

Maximum of one entry per person or per valid email address during the contest period. Maximum of ten (10) entries per household. Each participant must submit an entry on their own behalf. Any entry submitted by a contestant on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize, regardless of the accuracy of the prediction. All eligible contestants must register using a valid email address. Any entry submitted with an invalid email address will be disqualified.

Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, 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. Sponsor and their respective subsidiaries and affiliates are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations 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, which will be disqualified.

All eligible entries must be submitted and received by Registration deadline. Any entry submitted after the registration deadline, or any entry not received by the registration deadline for any reason will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the e-mail address used to register will be deemed to be the registrant or player. 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 become the property of the Sponsor and will not be returned.

#### **4. How to Play - Grand Prize Contest**

On or about 12/16/08, Station shall conduct a random drawing from among all eligible entries received to select a total of (1) grand prize finalist. Only the (1) selected Finalist shall be eligible to participate in the grand prize contest, or win the grand prize. All other entries are disqualified, and ineligible to claim any prize. **Finalist selection is non-transferable.** The potential grand prize finalist will be notified by phone at the number provided on their online registration form. If after two attempts over a 48 hour period at the number listed on the registration form, Station is unable to reach and speak directly with the potential finalist, then that finalist will be disqualified and is not eligible to participate in the contest or win any prize. Station shall then randomly select an alternate finalist from among all remaining eligible entries, and notify the selected finalist per the procedures outlined above.

Selected finalist will be required to be present at the date, time and location as specified by Station to participate in the grand prize Envelope Pick contest attempt on or about 12/27/08. If the selected finalist does not meet the eligibility requirements or is unwilling to attend the event, or does not wish to participate in the grand prize contest, then that finalist will be disqualified and an alternate finalist will be randomly selected from among all remaining eligible entries, and notify the selected finalist per the procedures outlined above, time permitting. A disqualified finalist will not receive any alternate prize award or compensation. Difficulties with getting to location to participate in the contest are not the responsibility of Station or Sponsors. If the selected finalist fails to appear at the required date, time and location, they will be disqualified from the contest. Sponsor reserves the right in its sole discretion to change the date, time or location of the grand prize contest. Selected finalist will be notified of any changes at the time of their selection and/or notification. Decisions of judges in the selection of finalist, and all matters related to this contest are final.

OR

Selected finalist, once contacted, may request that a contest administrator or representative of the sponsor act on their behalf to participate in the contest. Selected finalist need not be present at the grand prize contest to win. In the event of a winning occurrence, the selected finalist will be the sole winner of any and all prizes awarded for the contest, and the person acting on their behalf will not be eligible to win.

The selected finalist will be presented with a total of (20) sealed contest envelopes. Two of the contest envelopes will contain grand prize winning certificates printed with winning symbols. The two winning symbols for this contest are: Green Traffic Lights. Each of the remaining (18) contest envelopes will contain non-winning certificates. The "Non-Winning" prize certificates will be printed with "Sorry – Not a Winner" and a picture of a "Red Traffic Light" or other similar text clearly distinguishing it as a "Non-Winning" certificate. In order for the grand prize to be awarded, an eligible finalist must select the (2) sealed contest envelopes that each contain a grand prize winning prize certificate.

The following will apply to each grand prize contest attempt:

- All contest attempts must occur in the presence of the contest administrator. Any attempt not made in the presence of the contest administrator for any reason will be disqualified and is not eligible for the grand prize.
- Each finalist must select from the (20) sealed contest envelopes available for the contest attempt. Each sealed contest envelope will be identical in size, shape, and color with the exception of the number labeled on the envelope (encompassing the range from 1 – 20).
- Each finalist will be required to select and open a maximum total of (2) sealed contest envelopes. Opening more than (2) sealed contest envelopes for any reason will disqualify the contestant, and void any opportunity to claim the grand prize.
- Each finalist must then reveal each of the prize certificates contained in their selected prize envelopes to the contest administrator to determine if the certificate is a "Winning" or "Non-Winning" prize certificate.

In order to claim the grand prize, each of the (2) sealed contest envelopes selected and opened by an individual contestant must contain a "Winning" prize certificate. If a finalist selects any contest envelope that contains a "Non-Winning" prize certificate, they will not be eligible to claim the grand prize.

**IMPORTANT:** In the event of an error in the preparation of the contest materials or any tampering that results in the (20) sealed contest envelopes containing more than (2) "Winning Prize Certificates", all contest attempts are void. The finalists will be solely entitled to re-attempt the contest, using a new set of sealed contest envelopes for their re-attempt.

## **5. Prize(s).**

Grand Prize: In the event of a successful attempt, the eligible contestant will be awarded the grand prize subject to verification, approval and compliance with these official rules. The grand prize is a \$300 Valero Gas Card and a 2009 Pontiac Solstice with an approximate retail value ("ARV") not to exceed \$30,000 not including sales tax. Sponsor will solely designate and specify available vehicles including make, model, color and options for contestant's prize selection.

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 taxes, title, insurance, license, and registration fees. 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. Other restrictions may apply. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein.

There is a maximum of (1) grand prize available for this contest. A maximum of (1) grand prize will be awarded to the first contestant who successfully completes the contest requirements. In the event the contest is not successfully completed by any eligible contestant, the grand prize will not be awarded.

Bonus Prize: In the event the contest is not successfully completed by any eligible contestant, a bonus prize will be awarded to the contest. The bonus prize is a \$300 Valero Gas Card.

Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. All prize winner(s) 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 income taxes on prize(s).

Company reserves the right to hold awarding the prizes if it feels these rules were violated until it has resolution. 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. No more than the advertised maximum number of prizes will be awarded for any reason. If due to printing, production, seeding, typographical, human or other error, the number of valid prize claims received at any prize level exceeds the number of prizes intended to be awarded at such level as stated herein, Sponsor reserves the right to conduct and award the stated number of prizes for such level in a random drawing from among all valid, non-suspect prize claims received for that level. Any claims received after a prize has been exhausted for any particular prize level will be void. Total ARV of all available prizes: \$30,600 including (1) grand prize vehicle, (1) \$300 Valero Gas Card and (12) Gas Gift Cards valued at a maximum of \$25.00 each.

## **6. Eligibility and Limitations.**

Participants and winner(s), if applicable, must be legal U.S. residents at least 18-years old as determined by the Company and reside within 75 miles of a participating Radio Station's Total Survey Area (TSA) as defined by Arbitron Inc., a radio research firm. Winner assumes all liability for use of the prize. A parent or guardian of any participant who is a minor (under 18 years old) at the time of entry must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Only one (1) prize per household, valued at \$600 or more within one year of winning any prize in a national and/or group contest conducted by the Company. Employees of the Company, the Contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

## **7. Internet, Telephone and Delivery Disclaimer.**

Participants are restricted to use of ordinary and typical computer equipment and Internet access. The Company 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 Company's control, or otherwise. The Company disclaims any liability for received entries due to technical difficulties or transmission errors. The Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is 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.

## **8. Publicity.**

By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

### **9. Release.**

By participating, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, 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. In order to receive a prize, participants must sign an official waiver form provided by the Company.

### **10. Taxes.**

Any valuation of the prize(s) stated above is based on available information provided to the Company, and 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 and paying any expenses associated with any prize(s) which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning over \$600 in prizes from the Company 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.

### **11. Conduct and Decisions**

By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company'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 Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPATE TO THE FULLEST EXTENT PERMITTED BY LAW.

### **12. Miscellaneous.**

Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. No purchase necessary to participate or win. Purchase does not increase chance of winning. Void where prohibited. Odds of winning depend upon the number of participants. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as posted on the website. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, please send your request within 30 days of the end of the contest by mail with a stamped, self-addressed return envelope with contest name and addressed to: Freeway Frenzy c/o Clear Channel, 6222 IH Ten, San Antonio, TX 78201. All entries become the property of the Company and will not be returned.

### **13. Compliance with Law.**

The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, 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 and state law.