

Journal Broadcast Group-Tucson Radio Operations

KFFN

Generic/Default Contest Rules

These rules apply generally to all contests conducted by Journal Broadcast Group, Inc.-Tucson Radio Operations d/b/a radio station KFFN (collectively, the "Station"), unless modified or superseded (in whole or in part) by an addendum or a separate set of rules for a specific contest which will be available at the Station studio at 3438 N. Country Club Rd, Tucson, AZ 85716 and on the contest page on the Station's website at www.espn1490thefan.com.

Who Can Enter

1. To enter, contestants must be legal residents of the State(s) of Arizona who are 18 years of age or older. Station reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented. This contest is subject to all applicable federal, state, and local laws and regulations. Void outside the United States and where prohibited.
2. Employees (including, without limitation, part-time or temporary employees) of the Station, contest sponsors, and any other Tucson area radio stations (defined as any radio station with its main studios located within the Arbitron Diary collection area of the Station), and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies at any time during the applicable contesting period and the immediate family and other household members (i.e., spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners and siblings) of each of the above are NOT eligible to enter and/or to win the Contest.
3. Persons who have won another contest or promotion of any kind from the Station within the preceding thirty (30) days or who have won prizes valued over \$600 within the immediately preceding six (6) months are NOT eligible to enter and/or to win any other Station contest (only the first chronologically awarded prize will be awarded), unless expressly specified otherwise in contest rules for the specific contest at issue. Contestants may only win one prize per contest (other than a grand prize winner who also wins a qualifying prize in that same contest), unless expressly specified otherwise in contest rules for the specific contest at issue.

Entry/Winning

4. No purchase is necessary to enter or win. A purchase will not increase your chance of winning.
5. Contestants may enter as often as they wish but only one winner per family or household per contest (only the first chronologically prize won will be awarded), unless expressly specified otherwise in contest rules for the specific contest at issue.
6. Station is not responsible for any technical difficulties experienced due to overload, busy signals, loss of phone service, electronic problems or any other factor that may prevent an individual from completing a phone call, sending or receiving an email, accessing the Station website, or for any technical malfunction related to any telephone connection, server, router, or any other technical problem that may impact entry, participation or prize claim.
7. All entries become the property of the Station and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, or from ineligible entrants will be void. Entries that are determined to be fraudulent will be void, and the person making such an entry barred from further participation in that contest. Incomplete entries may be disqualified in Station's sole discretion. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from individuals that do not meet the eligibility

requirements, and the Station will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

8. One or more contests may be announced from time to time. Station may run more than one contest simultaneously, but entries will only be solicited for one contest at a time.

9. Depending on the contest, the Station will designate the required method of entry. The following apply to the applicable entry method designated:

a. For call-in contests, entrants will be asked to call in on a designated telephone line (the phone number will be given on the air) at a particular time or times. At the time that calls are solicited, the criteria for winning will be announced (e.g., first six callers, tenth caller, first caller with the correct answer). Only those calls to the specific phone number provided, at the time calls are solicited, shall be eligible to win. Calls to the main Station phone number or any other phone number are not acceptable. Winners will be selected in accordance with the criteria announced when calls are solicited. In the event that after an amount of time that Station (in its sole discretion) deems reasonable after the contest announcement there is no winner, Station reserves the right to re-conduct that contest at a later time or cancel that winning opportunity and not award the associated prize. For call-in contests that require entrants to answer questions or perform in some other manner, such contest will be judged by Station personnel, and the decision of the Station will be final as to all matters, including (i) the order in which calls were received and (ii) whether any answer required to be given is correct or the "best" or most desirable (based on any lawful criteria Station deems desirable). By calling the Station's call-in or request line, each contestant gives permission and consents to Station's recording and/or broadcasting contestant's name, voice, participation, and the substance of the contestant's telephone call. Contestant agrees that no additional compensation will be paid for such usage. WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest participants should not rely on streamed broadcasts.

b. Certain call-in contests (as described in subsection (a) immediately above) may also provide that the call-in winner is also then automatically qualified for an entry in a grand prize drawing. In such event, the date and/or time of such grand prize drawing will be announced on-air. The location of such drawing may be at the Station's studios or may be at a public location, as determined by Station in its sole discretion.

c. For mail-in contests, entries must be received at the announced address by the announced deadline. Such entries will only be accepted by first class United States mail and not by fax, hand delivery, overnight or same day courier, unless expressly specified otherwise in contest rules for the specific contest at issue. Only one entry is permitted per envelope (multiple entries within the same envelope will be disregarded). Mail-in entries must be legible and contain all information required.

d. For entry box contests, entries must be deposited in the official entry box by the announced deadline. Unless otherwise specified, only official entry blanks are eligible (no mechanical reproductions will be accepted). Official contest entry blanks are only available at the location of the official entry box while supplies last.

e. For internet based entries (whether via email entries, online submissions of entries via websites, or entries via the Station's Club (as defined below)), entrants will be asked to go to a particular website (whether the Station's main website at www.espn1490thefan.com or an alternative website that can be accessed directly or as a link through www.espn1490thefan.com which alternative website is hereinafter referred to as a "MicroSite" and together with www.espn1490thefan.com a "Website") on particular days and times to enter a contest, as announced on-air or on the applicable Website. Criteria for winning and/or conditions for entry will be announced on-air on Station and/or on the Website. Winners will be selected in accordance with the criteria set forth on-line and/or on-air with respect to the particular contest and may include one or more of the following types of modes of entry/winning, without limitation: (a) answering survey questions, (b) correctly answering trivia questions, (c) making predictions or guesses with respect to certain upcoming events, (d) submitting essays (of specified lengths), photos, or audio, or (e) simply completing entry forms with contact information. For internet contests that require entrants to answer questions, submit materials or perform in some other manner, such contest will be judged by Station personnel, and the decision of the judges will be final as to all matters, including (i) the order in which emails or on-line entries were received and (ii) whether any answer or submission required to be given is correct or the "best" or most desirable (based on any lawful criteria Station deems desirable). For all internet based entries, use of robotic, automatic, programmed or similar entry modes is prohibited and will be void. 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 e-mail addresses for the second level domain associated with the e-mail address in question. Multiple entrants are not permitted to share the same email address. All entries submitted become the sole property of the Station and will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by Station. The contest administrator's computer is the official time keeping device for the contest. For purposes of the contest, a "day" shall begin at 12:00:00 a.m. MT and shall end at 11:59:59 p.m. MT.

f. For internet based entries when entry requires membership in the Station's on-line club (the "Club"): (in addition to the other relevant provisions set forth in these rules regarding internet-based entries): Membership is free. The Club is an internet club that will entitle members to, among other things, receive information from Station and its clients, enter contests, participate in surveys and enjoy many other opportunities. There is no cost to become a member of the Club. To join the Club visit www.espn1490thefan.com and click on the link for the Club and provide all required information (incomplete registrations may be invalidated in Station's sole discretion). In the event of a dispute regarding the identity of a member, the holder of the e-mail account will be deemed the person who submitted the membership. The holder of the e-mail account is the natural person who is assigned the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the second level domain associated with the e-mail address in question. Limit one membership per person and one membership per e-mail address. Members are required to provide truthful information when completing Club membership registration form. If Station determines that any registration form contains false or fraudulent information or is submitted by a person other than the one named in the form or by an ineligible entrant, such form will be disqualified and that member will be prohibited from participating in this contest. If a Member cancels his/her membership during any contest in which such Member is entered (or was automatically entered), such Member may no longer be eligible to win a prize in such contest, in Station's sole discretion. Contest entry for Club members may be by one of the following means: (i) Members are automatically entered in contests from time to time; (ii) Members may be required to complete a specific on-line entry blank for particular contests; (iii) Redemption of Club points (if available), which have no cash value for an opportunity to enter selected contests; or (iv) Other means of entry as described on-line or on-air.

g. Certain mail-in, entry box, internet, texting and/or Club contests may also provide that qualifying winners in such contests are also then automatically qualified for an entry in a random grand prize drawing or other grand prize winner determination, as described on-air and/or online. In such event, the date and/or time of such grand prize drawing will be announced on-air and/or on a Website. The location of such drawing may be at the Station's studios or may be at a public location, as determined by Station in its sole discretion.

h. For contests involving Station's obligation to notify qualifiers or finalists or where there is a deadline for prize claims, if the Station did not have actual contact (in person or telephonic) with the winner as part of the contest, Station will only be required to leave one message at the number provided in the entry form (if applicable) or provided at the time that the Station collected the winner's information (by phone or in person). If no answer or answering machine is reached, Station will not be obligated to attempt any further contact. However, Station reserves the right, in its sole discretion, to attempt to contact any qualifier/entrant/finalist/winner more than once and shall not be required to attempt to contact all qualifiers/entrants/finalists/winners an equal number of times. If no telephone number was provided and the Station has an address, the Station may elect to send one written notification letter by first class mail, time permitting.

i. Any of the Station contests may require that one or more selected entrants listen for their name to be announced on-air as a potential winner. In such events: (i) only the actual person who entered can win and must be the person who calls in (persons having the same name will be disqualified if not the actual entrant), (ii) call-ins will only be eligible to win if the specific telephone number announced on air is the one called within the designated time, and (iii) the call-in call must be received and answered by the Station within the exact period of time announced.

Prize(s)

10. Notwithstanding anything to the contrary herein or stated on-air, no person will be entitled to receive any prize until after their eligibility has been confirmed or accepted by Station and all required paperwork (including, without limitation, liability release agreements) has been completed by the pending winner within the required deadlines. For prizes that award travelling companion opportunities, such prizes shall not be

awarded until any required travelling companion liability release agreements have been properly executed and returned to the Station.

11. Unless otherwise stated, all prizes awarded on-air must be picked up at the Station's studios at 3438 N. Country Club Rd., Tucson, AZ 85716 during normal business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Prizes will not be mailed, unless otherwise determined by the Station. Such prizes will not be mailed without the winner's prior written consent in which the winner shall agree to assume its risk of loss. The Station and other contest sponsors and promotional partners are not responsible for the safe arrival of a prize or prize certificate.

12. Prizes will be released to winners only. Winners are required to present a valid government photo ID in order to pick up any prize. Winners may be required, in Station's sole discretion, to sign a Liability Release Agreement relieving the Station, its parents, subsidiaries, officers, directors, members, managers, employees, agents and contest sponsors from any and all liability with respect to the contestant's participation in the contest and the receipt and/or use of the prize. Any person who refuses to sign the Release and/or provide a social security number as part of an IRS Form W-9 or complete or provide any other documents required by the Station by the deadline required by Station will forfeit any and all contest prizes.

13. Station reserves the right to substitute a prize of equal or greater value for all contests and giveaways. Non-cash prizes are not redeemable for cash. No transfer or assignment of prizes is allowed. Prizes are solely limited to those prizes announced and the winner shall be solely responsible for any other costs, including gratuities, food, beverages, etc.

14. Prizes not claimed within thirty (30) business days of being awarded, or in the case of a time sensitive prize, within its period of usability, shall be considered forfeited and will become property of Station. Such prize may be disposed of at the discretion of Station Management.

15. Winners are responsible for paying all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the contest rules, and will be issued an IRS 1099 form for all prizes won from Station where the aggregate value of all prizes is \$600 or more.

16. Specific restrictions regarding awarded prizes will be provided, if applicable, to the winner. Unless restrictions delivered to a specific winner differ from the following, the following will apply generally to prizes awarded in Station contests:

(a) Any prize involving air travel will include only round-trip, coach-class air transportation from a commercial airport in the greater metropolitan area that the Station is located in.

(b) Any prize involving overnight accommodations will include only one room, double occupancy; room and tax only; neither incidental expenses nor ground transportation will be included. Winner may be required to make a credit card deposit to enjoy such accommodations and to cover incidental expenditures not included within the prize.

(c) Any prize involving travel (overnight accommodations, flight, motor coach, and/or rail etc.) may require that the winner and/or the winner's guest(s) be over 18 or over 21.

(d) Any prize involving travel (overnight accommodations, flight, motor coach, and/or rail etc.) is based on availability and subject to additional restrictions including blackouts, peak period restrictions and expiration dates imposed by Station, sponsors and/or agents participating in the contest. These restrictions are not subject to negotiation. In addition, such winners/guests are solely responsible for obtaining any international travel documents, visas or passports required. Reservations are non-transferable and once booked and confirmed may not be re-scheduled.

(e) With respect to travel and/or event tickets of any kind, Station and sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of Station and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, Station is not responsible for any work stoppage that may affect Station's ability to provide any of the prizes. Station is not responsible for any expenses incurred by contest winners as a result of such cancellations or delays.

(f) Any prize that is awarded in the form of a gift certificate may have an expiration date and use of such certificate may be based on availability and include black-out periods, restrictions or excluded items (for example, tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.

(g) Any prize involving the award of cash will be paid in the form of a company check, payable only to the winner and no other person. Checks will be mailed to the address provided from the Station's Corporate Office in Milwaukee, WI.

(h) In all instances in which winner has the right to select specific products, the choice of products offered may be limited by the Sponsor or certain specific products or manufacturers may be excluded. Winner will receive more information on such restrictions and limitations after they have been awarded the prize.

Miscellaneous

17. Odds of winning depend on the how the contest is conducted. For random drawings, the odds of winning will depend upon number of entries received. For contests in which winners are qualified for a grand prize drawing, odds will depend on the total number of qualifiers. All tie breaking procedures will be announced on-air and/or communicated in writing to tied contest participants.

18. Station Management shall be the sole arbiters in all matters relating to the contest and in the interpretation of contest rules. Their decisions shall be final. Entry into the contests constitutes agreement by contestants to abide by these rules, as well as any other rules established by Station.

19. By participating in the contest, each entrant and winner agrees to release hold the Station, its contest sponsor(s) and promotional partner(s), and each of their parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents and representatives of each of them (collectively, the "Released Parties") harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest. Station will also require eligible contest winners and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winners, guests or travel companions are under the age of majority in their state of residence), to sign a liability release confirming such consent.

20. By participating in the contest, each winner agrees to have his or her name, city, state, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize

21. Complete contest rules are available at the Station studios at 3438 N. Country Club Rd., Tucson, AZ 85716 during normal business hours of 9:00a.m. to 5p.m., Monday through Friday or go online at www.espn1490.com.

22. 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) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals; or (iii) lost, stolen, mangled, misdelivered, postage due, illegible, incomplete, incorrect, or late entries. Station contests are subject to all applicable laws and regulations and are void where prohibited.

23. Station, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from the contest if he or she tampers with the entry process, the operation of the contest, or the operation of Station's web channel or is otherwise in violation of the rules. Station further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the contest, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Station's control, including 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 contest as determined by Station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any Station web channel or to undermine the legitimate operation of this contest may be a violation of criminal and civil laws. Should

such an attempt be made, Station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Station'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 Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Station reserves the right, but not the obligation, to modify, suspend or cancel the contest and shall not be required to award a substitute prize. Material changes to the contest rules will be broadcast on-air, when practical

24. Winner's List: For a list of winners mail a self-addressed stamped envelope to the Station address identifying the name of the particular contest that you would like to receive a winner's list for. The Station address is 3438 N. Country Club Rd., Tucson, AZ 85716. All requests for winner lists must be mailed and received by the Station after the contest is over but prior to 4 months after the contest has been concluded.

25. TERMS OF USE AGREEMENT & PRIVACY POLICY

a. By entering this Promotion, you agree to use of your personal information as described in the Privacy Policy located at: <http://www.espn1490thefan.com/PrivacyPolicy/tabid/3225/xmid/12716/Default.aspx>

b. By use of a Station or contest-related web channel and by entering a contest, you agree to the Station's Terms of Use Agreement as located on that website.

26. These are general contest rules, and rules for individual contests may vary. To the extent that any specific contest rules differ from these rules, the specific contest rules will govern and control.