

Audacy Beach Festival Exclusive Station Flyaway Official Rules

These rules are specific to the above contest conducted by Audacy Operations Inc. (the “**Contest Administrator**”). A copy of these rules are available at www.audacy.com/rules.

Who Can Enter

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THE AUDACY BEACH FESTIVAL EXCLUSIVE STATION FLYAWAY CONTEST (THE “CONTEST”). A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.**
2. **THIS CONTEST IS SUBJECT TO AND GOVERNED BY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES, AND REGULATIONS. PARTICIPATION IN THIS CONTEST IS VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**
3. You must be twenty-one (21) years of age or older and a legal US resident of any one of the forty-eight (48) contiguous states or the District of Columbia as of the date of entry to enter and/or win this Contest.
4. The following individuals are **NOT** eligible to enter or win this Contest, even if such individuals meet the age and residency requirements set forth in Section 3 above:
 - a. Employee(s) (*i.e., full-time, part-time and/or temporary employees*), officers, directors, contractors, vendors, and/or suppliers of Audacy Operations, Inc., of any third party prize provider(s), of any advertiser(s) or participating sponsor(s), of any advertising, promotion, and/or prize fulfillment agencies or services, and/or of any of their respective parent entities, subsidiaries, or affiliated companies;
 - b. Immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and
 - c. Any other individual legally residing in the same household (*i.e., at the same address*), whether related or not, of such employees, including without limitation roommates, housemates, significant others, and partners.

How to Enter

5. As part of the entry process, entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (*i.e., email clubs, text clubs, and rewards programs*), the Contest Administrator, sponsors, or prize providers; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
6. To enter, from October 31, 2022 at approximately 12:00am (ET) through November 20, 2022 at approximately 11:59pm (ET) (the “**Entry Period**”) by searching for “Audacy Beach Festival” exclusive station on your smartphone and clicking such station logo, **and** clicking the “Play” button on your smartphone to listen to “Audacy’s Audacy Beach Festival” exclusive station at least once during the Entry Period.
7. Each individual who meets all applicable eligibility requirements set forth herein, who successfully completes the process of entering this Contest by means of the method described above, shall be deemed an “**Entrant**”. **Limit one (1) entry per Entrant email address. FREE Audacy USER ACCOUNT REQUIRED TO ENTER. IMPORTANT! The entry process may ONLY be completed using the FREE Audacy app (available via the Apple App Store or Google Play) on a supported mobile device (i.e., a smartphone running either the Apple iOS or Android operating system). Individuals CANNOT enter this contest by means of the Audacy.com website and/or the Audacy.com app accessed by means of a smartspeaker, smart TV, smart automobile dashboard, or any other device or operating system.**
8. Entrants in this Contest may not violate any federal, state or local laws and may not harm or endanger themselves or other persons or property. If the Contest Administrator deems that any Entrant may have created a public hazard, cheated, engaged in improper activity, caused interference with or destruction of property and/or utilized public safety resources, such Entrant may be disqualified in Contest Administrators’ sole discretion.

How to Win

9. On or about November 21, 2022, the Contest Administrator will randomly select one (1) entry from among all eligible entries received as the winner of this Contest subject to verification of eligibility and compliance with these Contest rules (the “**Winner**”).



10. The potential Winner will be notified within four (4) hours of being selected via email at the email address such Entrant provided when completing their online entry to this Contest. Contest Administrator is only required to send one (1) email. Notification is deemed to have occurred immediately at the time the Contest Administrator communicates such notification. Contest Administrator reserves the right, but not the obligation, to attempt to contact the Winner more than once via email and/or via telephone, in its sole and absolute discretion, and will not be required to attempt to contact Winner an equal number of times or in the same manner. If the potential Winner cannot be contacted, or if Contest Administrator does not receive a response from the potential Winner within twenty-four hours of notification from Contest Administrator, then the Prize will be forfeited. If the potential Winner does not complete and submit all documents required by the Contest Administrator within forty-eight days of being notified of winning, then the prize will be forfeited. In the event that the Prize is forfeited, the Contest Administrator has the right, but not the obligation, in its sole discretion, to select an alternate Winner in a random drawing of all remaining eligible online entries received.

Prize(s)

11. The one (1) verified Winner(s) of this Contest will receive one (1) trip for two (2) (the Winner and one (1) guest age 21 or older to Audacy Beach Festival in Fort. Lauderdale, FL, including the following: (i) roundtrip coach airfare between a major commercial airport near the Winner's home (as determined in the sole discretion of the Contest Administrator) and a major commercial airport in Fort Lauderdale, FL, as determined in the sole discretion of the Contest Administrator departing on December 2, 2022 and returning on December 5, 2022; (ii) three (3) nights hotel accommodations (one (1) room, standard double occupancy) at a Fort Lauderdale-area hotel (as determined in the sole discretion of the Contest Administrator) checking in on December 2, 2022 and checking out on December 5, 2022; and (iii) two (2) VIP tickets to Audacy Beach Festival at Fort Lauderdale Beach Park located at 1100 Seabreeze Blvd. Fort Lauderdale, FL 33316 on December 3-4, 2022; (iii) the opportunity for the Winner and their guest to watch a portion of The 1975 set on Sunday, December 4, 2022 either sidestage or in another premium viewing location (viewing location to be determined by Contest Administrator in its sole discretion); (iv) the opportunity for the Winner and their one (1) guest to take a photo with a member of The 1975; and (v) assorted merch from The 1975 (the "Prize"). The Prize is valued at up to \$4,000.00 and is courtesy of Audacy Operations, Inc. and Dirty Hit Records.
12. **Contest Administrator reserves the right to substitute ground transportation for airfare if the Winner resides within 100 miles of Fort Lauderdale, FL, and any difference in value will not be awarded. The Winner and their guest must travel on the same itinerary. Once the reservations are made, no changes may be made by a Winner (including, without limitation, any changes in traveling companions).**
13. **Winner's guests must be twenty-one (21) years of age or older.**
14. The Winner(s) and any guest(s), if applicable, must comply with any and all COVID-19 vaccination, screening, testing, safety and related requirements imposed or required by (if applicable) the Contest Administrator, the venue, event promoter, sponsors, travel providers, hotels, governmental authorities or others in connection with the receipt, use, and redemption of the Prize. Refusal to comply with all applicable COVID-19 requirements will result in forfeiture of the Prize and no replacement or alternate Prize will be provided. All cancellations are deemed beyond the control of the Contest Administrator and its sponsors. This includes, but is not limited to, event cancellations due to any pandemic or epidemic constituting a public health emergency, including those subject to government mandated quarantines, travel restrictions, or stay-at-home orders. The Contest Administrator and/or its sponsors shall in no way be responsible under any circumstances whatsoever for replacing, and/or for reimbursing any Winner(s) with any form of compensation for, any Prize(s) or portion(s) thereof forfeited due to the refusal of the Winner(s) and/or their guest(s) to comply with all applicable COVID-19 requirements and/the cancellation of any event, nor will any alternate Prize(s) be provided.
15. Redeeming and using the Prize in this Contest requires for the Winner(s) (i) to have a valid email address and an app-enabled mobile device capable of downloading and running a third-party mobile ticketing app (e.g., *Ticketmaster*, *AXS*, *MLB*, etc.); (ii) to install, or have already installed, such mobile ticketing app on their app-enabled mobile device; and (iii) to login into an existing user account or to sign up for a free user account with the third-party operating such mobile ticketing app by completing a form with all required information, including at a minimum first name, last name, and valid email address. **THE PRIZE(S) IN THIS CONTEST CANNOT BE REDEEMED OR USED BY ANY MEANS OTHER THAN THE DESIGNATED THIRD-PARTY MOBILE TICKETING APP FOR THIS PRIZE. INDIVIDUALS WHO DO NOT HAVE A VALID EMAIL ADDRESS, ACCESS TO AN APP-ENABLED MOBILE DEVICE AND/OR DO NOT COMPLY WITH THE FOREGOING REQUIREMENTS WILL NOT BE ABLE TO REDEEM OR USE THE**



PRIZE(S) IN THIS CONTEST SHOULD THEY BE SELECTED AND VERIFIED AS A WINNER, WILL NOT RECEIVE A SUBSTITUTE PRIZE, AND SHOULD NOT ENTER THIS CONTEST.

16. Notwithstanding anything to the contrary herein, stated on-air, published online, or otherwise communicated to a potential Winner, no potential Winner will be entitled to receive any Prize until Contest Administrator has verified such potential Winner's Contest eligibility and compliance with the Contest rules and until such potential Winner has completed and submitted all documents required by Contest Administrator. **In order to receive any Prize, Winner(s) may be required to (i) present a valid photo identification issued by a commonwealth, state, or territory of the United States or by the United States federal government; (ii) complete and submit an IRS Form W-9 in its entirety, including with the Winner(s) valid United States taxpayer identification number or social security number; and/or (iii) provide or complete and sign any other documents required by the Contest Administrator, including without limitation, one or more liability release agreements relieving the Contest Administrator, its parent and affiliates and their respective officers, directors, members, managers, employees, agents, Contest sponsors and others from any and all liability with respect to the Entrant's participation in the Contest and the receipt and/or use of the Prize.** Any person who refuses to present a valid government issued photo ID, to provide a valid social security number, and/or to provide or complete and sign any other documents required by the Contest Administrator by the deadline required by the Contest Administrator will forfeit any and all Prizes. The Contest Administrator reserves the right to examine identification and may reasonably choose to accept or deny awarding the Prize based on the identification presented.
17. Unless otherwise specified, the following terms, conditions, and/or restrictions may apply generally to the Prize(s):
- Any Prize involving travel, including without limitation prizes consisting in whole or in part of overnight accommodations and/or travel by air, rail, ship, or motor coach, will be based upon availability and subject to additional terms and restrictions imposed by Contest Administrator, Contest sponsors, and/or other agents participating in the Contest and/or fulfillment of the Prize, including without limitation blackout dates, peak period restrictions, expiration dates, and/or additional age restrictions imposed upon the Winner and/or the Winner's guest(s). These restrictions are not subject to negotiation. Winner's guests may be required to sign one or more liability release agreements before being authorized by Contest Administrator or its sponsor to be allowed to participate as winner's guest on a trip. In addition, such Winners and guest(s) are required to travel on the same itinerary, to which changes may not be made once booked, and are solely responsible for obtaining any international travel documents, visas or passports that may be required. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Overnight accommodations will consist only of standard double occupancy accommodations, and winner will be solely responsible for all ground transportation, for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees. Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses. Air travel will consist only of round trip coach air transportation to/from a commercial airport in/near the destination city from/to a commercial airport in the greater metropolitan area in which the Contest Administrator is located, and the winner will be solely responsible for all ground transportation and for the pre-payment of any applicable taxes or airport, baggage, or government fees or charges.
 - Any Prize that consists of an opportunity to meet with, participate in an activity with, interview or have similar interaction with any celebrity (other than employees of Contest Administrator) is contingent upon the celebrity appearing for such activity/event, which is beyond the Contest Administrator's control. Contest Administrator is not responsible if a winner and/or his/her guests are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason, including without limitation any illness, act of god, scheduling conflict or any other reason. In such event, Contest Administrator is not responsible for such portion of the Prize, which has no monetary value, and no alternate Prize will be awarded and the event/activity will not be rescheduled. In the event that Contest Administrator elects, at its sole discretion, to attempt to reschedule any such event/activity or offer an alternative Prize, Contest Administrator will have no obligation whatsoever to offer any other alternate Prize if such attempt to reschedule or other offer is not accepted by or utilized by winner for any reason whatsoever.
 - Any prize that is awarded in the form of a gift certificate or gift card, the use and/or redemption of such certificate or card may be subject to additional terms and restrictions, including without limitation expiration date, specific locations at which such certificate or card may be redeemed, may be based on availability and may include black-out periods, restrictions or excluded items (i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.



- d. Any prize involving the award of cash will be fulfilled in the form of a company check payable to the verified Winner only and made available approximately six (6) to eight (8) weeks from the date upon which the winner completes and submits all documents required by Contest Administrator.
 - e. Contest Administrator and sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are cancelled, rescheduled or delayed. All cancellations are deemed beyond the control of Contest Administrator 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), war, illness, or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders. Additionally, Contest Administrator is not responsible for any work stoppage, bankruptcy or other condition beyond Contest Administrator's control that may affect Contest Administrator's ability to provide any of the Prizes. Contest Administrator is not responsible for any expenses incurred by Contest winners as a result of such cancellations, delays or other circumstances beyond Contest Administrator's control.
 - f. 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, may be subject to availability, and Winner will receive additional information on such restrictions and limitations after they have been awarded the prize.
18. Except by the Contest Administrator, which reserves the right to substitute a Prize, in whole or in part, with another Prize or Prize portion of greater or equal value, and-except where required by law, Prize(s) may not be redeemed for cash, substituted, transferred or assigned, except as may be determined by Contest Administrator in its sole and absolute discretion on a case by case basis.
19. Winner is prohibited from selling Prize awarded or any transferring Prize without the Contest Administrator's authorization (which authorization must be in writing by a Contest Administrator representative and shall be granted or withheld in Contest Administrator's sole discretion on a case by case basis). In the event that Contest Administrator discovers or suspects (correctly or incorrectly) that a Winner is attempting to sell his/her Prize from Contest Administrator (i.e., eBay, Craigslist, StubHub, or otherwise), Contest Administrator reserves the right, in its sole discretion, on a case by case basis, to take any one or more of the following actions, including without limitation: (a) immediately disqualify the Winner and deem any Prize they were otherwise entitled to as forfeited, (b) refuse to award the Prize to such Winner, even if he/she represents that they will not resell or transfer the Prize, and/or (c) prohibit the violating Winner from participating and/or winning any future Contest Administrator Contests (whether for a fixed period of time or in perpetuity, in Contest Administrator's sole discretion) and if such Winner ever wins a future Contest Administrator Contest during the period that he/she is banned, he/she shall be disqualified from the Contest and forfeit any Prize once it has come to Contest Administrator's attention. Further, Contest Administrator reserves the right to track, deactivate, render void, and/or cancel and invalidate any Prize awarded that Contest Administrator suspects was sold or transferred without authorization.
20. Contest Administrator may elect, in its sole and absolute discretion, to mail the Prize(s) to the Winner(s), to have a third party mail the Prize(s) to the Winners or arrange delivery of the Prize(s) to the Winner(s), to require for the Winner(s) to pick the Prizes(s) up at the studio of a radio station affiliated with Contest Administrator during normal business hours, and/or require for the Winner(s) to pick the Prize(s) up at a third party designated location. Notwithstanding the foregoing or any provision of these Contest rules to the contrary, Contest Administrator will not under any circumstances whatsoever be responsible for the delayed or failed delivery of any Prize(s) mailed to Winner(s).
21. Winners are solely responsible for any and all costs and expenses related to a Prize, the acceptance of a Prize, and/or the use of a Prize in any manner not specified in either the Rules or the terms, conditions, or restrictions applicable to such Prize. Winner is responsible for paying all applicable local, county, state and federal taxes on Prize 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 Contest Administrator in any calendar year where the aggregate value of all such Prizes is \$600 or more.
22. Contest Administrator is not the supplier or guarantor of any Prize, unless otherwise specified. Prizes may be fulfilled by a third party fulfillment sponsor. **ALL PRIZES ARE AWARDED "AS IS" AND CONTEST ADMINISTRATOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW,**



RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

Sponsor(s)

23. The sponsor of this Contest is Audacy Operations, Inc. and Dirty Hit Records.

Other Rules Specific to This Contest

24. Odds of winning the Prize depend on the number of entries received.

25. The Contest Administrator may or may not respond to inquiries by Entrants or potential Entrants regarding the status of their entry and/or to questions about a Contest, regardless of the means by which such inquiry is made, and the Contest Administrator is not obligated to respond to, or to treat, all such inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact the Contest Administrator's desire or ability to respond to such inquiries from time to time. Notwithstanding anything that may be communicated by any The Contest Administrator employee in connection with any such inquiry, the sole determining source for information related to a particular Contest will be the Rules for such particular Contest, and any information communicated by The Contest Administrator employee(s) will neither be binding on the Contest Administrator nor be deemed to be providing any type of improper assistance or advantage to any particular Entrant over another. Any attempt by the Contest Administrator to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.

26. All entries and any materials submitted with such entries ("**Entry Content**") become the property of the Contest Administrator and will not be acknowledged or returned. Participation in a Contest and/or acceptance of Prize(s) constitutes consent by Entrant and/or Winner's (*and by Winner's guest(s) if applicable*) for the Contest Administrator or its agents (i) to interview the Entrant and/or Winner(s) (*and Winner's guest(s), if applicable*), (ii) to photograph, film, and record (*audio and/or video*) Entrant and/or Winner(s) (*and Winner's guest(s), if applicable*), and (iii) to use in commerce and in any medium now or hereafter known throughout the world in perpetuity and without payment of any compensation or additional consideration: his/her name, hometown (city and state), biographic information, likeness, photograph, audio or video recording, Entry Content, Prize information (*if any*), and/or any statements made by him/her regarding the Contest Administrator, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. Without limiting the generality of the foregoing, Entrants acknowledge and agree that by submitting Entry Content as party of Contest entry, such Entry Content will be deemed a "Work Made For Hire" under the Copyright laws of the United States, but if it cannot be so deemed, then the Winner irrevocably assigns and transfers to the Contest Administrator all of his/her right, title and interest in and to his/her Entry Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of the Contest Administrator, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Winner may now or later have to their Entry Content. The Contest Administrator reserves the right to alter, change or modify the winning Entry Content, in its sole and absolute discretion. Upon request of the Contest Administrator, Winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by the Contest Administrator, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should the Contest Administrator fail to request the said assignment as stated that shall not be deemed a waiver of the Contest Administrator's rights and the Contest Administrator may at a later time request the assignment.

27. **Participation in a Contest and/or acceptance of Prize(s) constitutes agreement by Entrant and/or Winner (*and by Winner's guest(s) if applicable*) to release, forever discharge, indemnify, and hold harmless the Contest Administrator, its affiliates, parents, assigns, successors, employees, participating sponsors, agents and all others connected with them and the promotion, Contest, and/or event (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, Contest, and/or event and the receipt and use of any Prize(s) awarded (*if any*) through such promotion, Contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by the Contest Administrator, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, Contest, and/or event.**



28. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of a Contest or in the announcement of a Prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Winner(s) (*and Winner's guest(s) if applicable*) including any results thereof such as changes in services or location necessitated by same.
29. The Contest Administrator reserves the right to modify, suspend, cancel, and/or terminate any Contest and/or Prize(s) without prior notice if such Contest cannot be executed and/or such Prize(s) cannot be fulfilled as advertised, either in whole or in part, and/or if the conduct of such Contest and/or fulfillment of such Prize(s) becomes impracticable or impossible as the result of any other factor beyond the Released Parties' control, including, without limitation, (i) any strike, insurrection, flood, fire, riot, act of God, war, emergency, terroristic threat (including general threats) or activity, and/or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders; and/or (ii) any infection by computer virus, tampering, unauthorized intervention, fraud, technical failures that may corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest or that causes the Contest to become compromised or corrupted in any way, electronically or otherwise. The Released Parties will not responsible and/or liable in any way for any such modification, suspension, cancellation, and/or termination. If the Contest is cancelled or terminated before the original end date, the Contest Administrator reserves the right, in its sole and absolute discretion to, to modify the procedure for selecting Winners, unless the nature of the event giving rise to such termination renders it impossible to select Winner(s).
30. Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("**JAMS Rules and Procedures**") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply the laws of the Commonwealth or State in which the Contest Administrator's office is located consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Contest Administrator will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor the Contest Administrator shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.
31. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES, AND LOGOS APPEARING IN ANY RULES AND/OR ANY CONTEST ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS. USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.
32. **Failure to comply with the Rules, along with any other terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Proof of a person's submission of an entry shall not be deemed proof of receipt of such entry by the Contest Administrator. When applicable, the**



Contest Administrator's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest participants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any Prize(s), as applicable, and may be banned from any future participation in any Contest as determined by the Contest Administrator in its sole and absolute discretion and on a case-by-case basis.

33. **THE CONTEST ADMINISTRATOR WILL BE THE SOLE ARBITER IN ALL MATTERS RELATING TO THE CONTEST, INCLUDING WITHOUT LIMITATION, ENTRANT ELIGIBILITY, THE VALIDITY OF CONTEST ENTRIES, AND THE INTERPRETATION OF CONTEST RULES. ALL DECISIONS BY THE CONTEST ADMINISTRATOR WILL BE FINAL AND MAY NOT BE APPEALED. ENTRY INTO CONTESTS CONSTITUTES AGREEMENT BY ENTRANTS TO ABIDE BY THESE RULES, AS WELL AS ANY OTHER RULES ESTABLISHED BY THE CONTEST ADMINISTRATOR.**
34. For any Contest that involves voting, regardless of the extent to which voting determines the Qualifier(s), and/or Winner(s): (i) except as otherwise announced, voting is for entertainment purposes only and will not be the determining factor in selecting Winners, but may at the Contest Administrator's sole and absolute discretion be taken into consideration as one of many factors considered by the Contest Administrator in determining the Winner; (ii) Contest eligibility requirements, including without limitation age and residency requirements, are not applicable to determining whether or not a person may vote in a Contest; (iii) the Contest Administrator may, but will not be obligated to, post online the "in process" tally of online and/or texting votes, in intervals determined from time to time by the Contest Administrator for each Contest as the Contest Administrator sees fit, in which case(s) such posting(s) may be discontinued at any time, will not be real-time, may not be relied upon by Entrants or voters, is solely for entertainment/excitement purposes and is not binding upon the Contest Administrator; and (iv) in the event of text voting, the Contest Administrator reserves the right at any time to end text voting prior to the announced closing date for text voting, for any reason or for no reason, by providing at least twenty-four (24) hour notice on the Contest Administrator's Website that such text voting will end early.
- a. Use of robotic, mechanical or other forms of pre-programmed internet, texting or phone call visit, voting or entry methods is NOT prohibited.
 - b. Notwithstanding the foregoing, the Contest Administrator reserves the right, in its sole and absolute discretion, to implement entry/voting processes from time to time that may frustrate or prohibit automated entry or voting, including, without limitation, CAPTCHA, requiring Club membership logins or Contest/voting registrations, advance email address verification procedures, limiting the number of entries/votes/web hits accepted/counted after a maximum number within a specified period of time as established by the Contest Administrator, which numerical/time limits the Contest Administrator may decide not to disclose, and/or prohibit any further entries, votes or web traffic from a particular IP address during a particular Contest, period of time or permanently.
 - c. Before or during any Contest, the Contest Administrator reserves the right to install and access cookies, alone or along with other methods, to track web site traffic, entry and/or voting frequency, and/or to detect or prohibit automated methods of voting, entry or Website visits.
35. 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 and, in Contest Administrator's sole discretion on a case by case basis, banned from any future participation in any Contest Administrator Contest (which Contest Administrator decision may not be disputed or appealed). Incomplete or illegible entries may be disqualified in Contest Administrator's sole discretion.
36. Notwithstanding anything to the contrary in these rules, in no event is Contest Administrator required to confirm eligibility or eliminate ineligible entrants prior to selecting Winner. In the event that any selected Winner is determined to be ineligible at any time, he/she will be disqualified and not entitled to any Prize in this Contest. In such event, Contest Administrator may select an alternative Winner from among all other entries received, time permitting.
37. In the event multiple users of the same mobile phone, email, website, app, or social media account, as applicable, enter the Contest and a dispute thereafter arises regarding the identity of the Entrant, the Authorized Account Holder at the time of entry will be considered the Entrant. For purposes of the Rules, "Authorized Account Holder" is defined as the one (1) natural person who: (i) in the case of a mobile phone or email account, is assigned the mobile



phone number or email account by an Internet access provider, online service provider, telephone service provider or other organization which is responsible for assigning phone numbers or email addresses; or (ii) in the case of website, app, or social media accounts, can demonstrate control over the means of such account by logging into such website, app, or social media account with the correct user name and password.

38. Contest Administrator and its sponsors are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or Contest Administrator from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Contest Administrators or any third party website), or for any problem associated with the Contest Administrator website or voting website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or Prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in an Contest Administrator Contest or visiting its websites (whether as an entrant, visitor or voter). Contest Administrator and its sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a Contest Administrator Contest. Contest Administrator is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of Contest Administrator, any Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes, whether discovered or suspected by Contest Administrator, which, in sole opinion of Contest Administrator does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Contest Administrator reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected Contests with or without selecting Winner, and/or provide alternative means of entry or any other changes to these Contest rules that Contest Administrator deems appropriate under the circumstances. In the event of termination, suspension or modification of a Contest, a notice will be posted online.**
39. Contest Administrator and sponsors reserve the right to prohibit the participation of an individual from any or all Contest Administrator Contests if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in the applicable Contest rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS AND CONTEST ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.
40. Contest Administrator reserves the right to: (i) terminate or declare any Contest null and void and rescind any Prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be broadcast on-air, when practical.
41. Except if inconsistent with these Contest rules, any reference to the Contest Administrator's privacy policy in Contest materials or advertisements will be deemed to refer to the Contest Administrator's privacy policy (*if any*) available from a link at the bottom of the Contest Administrator's Website ("**Privacy Policy**"), unless a different privacy policy is specifically identified, in which case, any such third party privacy policy will NOT be applicable to or part of these Contest rules. Contest Administrator may use cookies and/or collect IP addresses for the purpose of implementing or exercising its rights or obligations under the Contest rules, for information purposes, for identifying your location and redirecting you to the appropriate geographic website, if applicable, and/or for any other lawful purpose in accordance with the Privacy Policy. Information collected by the Contest Administrator in connection with entering, voting or otherwise participating in any Contest may be shared with sponsors of particular Contests, and otherwise used in accordance with the Privacy Policy. Without limiting the generality of the foregoing, the Contest Administrator may retain for a reasonable period of time, the Entrant's personal data in order to enable it to send that Entrant any Prize



that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a Prize. Any other use of personal data will be in accordance with, and subject to, the Contest Administrator's Privacy Policy. Entrant may have the opportunity to opt in to receive emails or other communications from third parties. In the event that Entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Contest, Entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.

42. For a Winner list, mail a self-addressed stamped envelope to Audacy Operations, Inc. at 2400 Market Street, 4th Floor, Philadelphia, PA 19103, Attn: Contest Administrator "Audacy Beach Festival Exclusive Station Flyaway". All requests for Winner lists must be mailed and received after the Contest is over but prior to six (6) months after the Contest has been concluded.