

On-Air and Online Giveaway

Essence Music Festival Fly Away Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING

SWEEPSTAKES DESCRIPTION:

The "Essence Music Festival Fly Away" ("Giveaway") will begin on April 10, 2019 and end on April 28, 2019 ("Giveaway Period"). One (1) winner will be awarded a trip for two (2) to attend the 2019 Essence Music Festival in New Orleans, LA. The trip will include: Roundtrip economy class air fare for two (2) to New Orleans, LA; Hotel accommodations for two (2) for three (3) nights; and Admission for two (2) to the Essence Music Festival. This Giveaway will be conducted on-air and online. See below for further details.

HOW TO ENTER / EXECUTION:

Listeners of WMMJ-FM ("Station") who are legal residents of the United States residing within the Washington, D.C. metropolitan area, and are 21 years of age and older will be able to take part in this Giveaway. To participate in the Giveaway, listeners must do the following:

1. In celebration of the 25th anniversary of the Essence Festival and the Beauty Carnival theme, Majic listeners will be encouraged through on-air announcements to post to social media, their best current picture and a picture of themselves from 25 years ago.
2. During the Sweepstakes Period, Sweepstakes participants must upload their photographic entry using #MajicBeauty, to their Facebook or Instagram account.
3. Submitted entries must be "family friendly", appropriate for all audiences, and must meet the below-listed Entry Requirements.
4. All Internet entries must be received by 11:59 pm EST on April 28, 2019, or they will be void.
5. Entries are limited to one per person, per email address during the Giveaway Period.
6. In the event of a dispute regarding the identity of a participant's online entry, the entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made. Any attempt by entrant and/or his/her family/friends to submit more than the number of times authorized by using multiple names or email address and/or any other fraudulent mechanism, as determined by the Station in its sole discretion, shall give the Station the right to disqualify the entrant in its reasonable discretion.
7. Photographic entries submitted by Sweepstakes entrants will not be judged and will have no bearing on determining the winner, except that entries that do not contain the requested photographs will be disqualified.

8. On April 29, 2019, Station personnel will search Facebook and Instagram for the posts that were tagged with # MajicBeauty. Station personnel will randomly select one (1) winner from among all eligible entries posted through Facebook and Instagram.
9. Prizes will be awarded only upon winner verification and final approval by the Station.
10. Winners will be instructed to come to the offices of the Station located at 8515 Georgia Avenue, 9th Floor, Silver Spring, MD 20910, to claim their prize.
11. Winners must provide valid identification (e.g. via valid state-issued driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph) to claim the prize. Identification documents must match information previously provided to the Station.
12. By uploading a submission and entering this Contest, each participant represents and warrants to be bound by these Official Contest rules, and that they are authorized to and have the rights to submit the content within the entry.
13. Any registration information and/or submissions provided by participants for purposes of this Giveaway will be disclosed to the Station and Radio One, and not to Facebook or Instagram.
14. This Giveaway is in no way sponsored by, endorsed by, administered by, or associated with Facebook or Instagram.
15. All decisions made by the Station and Radio One ("Company") management regarding any aspect of this Giveaway are final.

Entry Requirements:

- Entries may not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in the Station's sole discretion.
- Entries must not contain any profanity, obscene language, lewd or sexual content or references.
- Submissions may not infringe upon any rights of any third party including without limitation, copyright, trademark and right of publicity or privacy
- Entries must be produced and solely owned by the contestant (or parent/legal guardian) submitting the entry
- Entries must not contain commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- Entries must be unpublished and not have been submitted in other competitions
- Submissions must not contain: derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others
- If individuals in addition to the contestant are featured in the entry, each entrant warrants and represents that the entrant has obtained permission from each person who appears in the submission.

ELIGIBILITY RESTRICTIONS:

1. The Giveaway is open to listeners of the Station who are 21 years of age and older and are legal residents of the United States residing within the Washington, D.C. Metropolitan area as of the commencement date of the Giveaway.
2. Employees of the Station, the Company, Essence Festivals Productions, LLC, their respective subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in Washington, DC metropolitan areas, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in this Giveaway. For purposes of this Giveaway, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
3. Travel guest of grand prize winner must also be twenty-one (21) years of age or older and a legal resident of the U.S. Winner and guest must each possess required travel documents prior to departure (i.e. valid state-issued driver's license, valid passport or other government-issued I.D. containing the person's name, date of birth). Winner and guest must travel on the same itinerary. Travel guest will be required to sign and submit all requested release forms along with the grand prize winner.
4. Persons who have won a prize in another Giveaway, sweepstakes or promotion of any kind from any one of the following radio stations: WPRS-FM, WMMJ-FM, WKYS-FM, WYCB-AM, WOL-AM and WTEM-AM within the thirty (30) day period immediately preceding the start date of this Giveaway are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from **any one** of the above-listed radio stations during any thirty (30) day period.

PRIZES:

1. The following Prize elements will be awarded:
 - One (1) trip for two (2) to attend the 2019 Essence Music Festival in New Orleans. Trip will include: Round trip economy class air fare for two (2) to New Orleans, LA from the major airport nearest to the winner's residence; Hotel accommodation for two (2) for three (3) nights in New Orleans, LA (one (1) standard double occupancy room); and Admission for two (2), to the Essence Music Festival. The estimated retail value of the prize trip is Three Thousand Five Hundred Dollars (\$3,500). If the actual value of the prize is less than the stated approximate retail value, the difference will not be awarded in cash.
2. Ground transportation, luggage costs, hotel room service, gratuities, excursions, meals, beverages, souvenirs, and incidentals are the responsibility of the winner and his/her guest.
3. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.

4. No substitution of certificates is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Company management and/or the sponsor in its sole discretion. The Station reserve the right to substitute an item of equal or greater value in the event an advertised prize element is unavailable.
5. All Giveaway winners must sign and date liability release and waiver forms as requested. Failure to do so may result in winner forfeiting the Prize.
6. The prize will not be mailed to the winner. Unless otherwise provided, the prize must be picked up at the offices of the Station located at 8515 Georgia Ave. 9th Floor Silver Spring MD 20901, no later than 5 p.m. on May 24, 2019 or the prize will be forfeited.
7. The prize may only be claimed by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner.
8. The Station, the Company, and its affiliates and promotional partners shall not be liable for any claims made by ineligible entrants.
9. Dates and times of concerts, events, and activities promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station. Change of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or performer. The Station is not obligated to make any effort to find an alternative prize under these circumstances.
10. If for any reason a winner decides not to accept the prize awarded, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Giveaway administrator and/or Giveaway sponsor if another entrant is to be selected as the winner if time permits.
11. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station, in its sole discretion to be ineligible, he/she may be required to forfeit the certificate or to reimburse the Station and/or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by the winner.

GENERAL CONDITIONS:

1. Winners are responsible for payment of all applicable taxes associated with the receipt of the Prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. The Giveaway is void where prohibited. The Giveaway is subject to all applicable federal, state and local laws and regulations.

4. Odds of winning depend upon the number of eligible entrants participating during the Giveaway Period.
5. By participating in the Giveaway, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Giveaway, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Giveaway, each participant agrees to comply with the Official Rules and the decisions of the Giveaway sponsor which shall be final and binding in all aspects relating to the Giveaway.
6. All Giveaway winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, the Company, any other Giveaway parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Giveaway participation or the acceptance, possession or use / misuse of awarded Prize or any portion thereof, or participation in Prize-related activities, including but not limited to any related travel.
7. The Station retains the right to disqualify any entrant if all Giveaway rules are not followed. Giveaway is void if prohibited by law.
8. So long as no participant is materially adversely affected, the Station reserve the right to make changes in these Giveaway rules, which will become effective upon being announced on the air and / or posted online.
9. The Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any entrant to complete or continue a telephone call, internet registration or text entry due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Giveaway. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
10. By accepting the Prize, the winner acknowledges that the Station and the Company have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
11. The Station, the Company, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Giveaway, including; cancellation of the Giveaway as a result of the occurrence of events not within the control of the Station, the Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In

the event, such an act should occur, the Station may in their sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the prize originally awarded.

12. If for any reason, the Giveaway is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Giveaway is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Giveaway entries, or any other causes beyond the Station and the Company's, control which, in the Station and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Giveaway, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Giveaway at their sole discretion.
13. Copies of the Giveaway rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., at the offices of the Station located at 8515 Georgia Avenue, 9th Floor, Silver Spring, MD 20910.