

“X Factor” On-Air Contest
OFFICIAL CONTEST RULES

CONTEST DESCRIPTION:

The “Let the X-Factor Fly You Away” Contest (“Contest”) will begin on November 19, 2012 and end on November 22, 2012 (“Contest Period”). Three (3) winners will each be awarded one (1) “X-Factor” branded travel bag with accessories (total ARV \$108.75) (“Prize Pack”) and one (1) winner will be awarded a \$500 American Airlines Gift Card (“Watch-to-Win Prize”).

HOW TO ENTER / EXECUTION:

Listeners of WTLC-FM (“Station”) who are legal residents of the United States residing within the Indianapolis metropolitan area, and are 18 years of age and older will be able to take part in this Contest. To participate in the Contest, listeners must do the following:

1. During the Contest Period, listen to Station each day for the on-air announcement for the 25th caller to contact the Station at 317-239-1067. Be the 25th caller after the on-air solicitation for callers has been made. The callers on Monday, November 19th; Tuesday, November 20th; and Wednesday, November 21st, will be asked trivia questions selected by Station Personnel. If the caller answers the questions correctly, he or she will be awarded a Prize Pack. The caller on Thursday, November 22nd will be asked trivia questions ***specifically about the November 21st episode***. If the caller answers the questions correctly, he or she will be awarded the Watch-to-Win Prize. **WARNING:** Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest participants should not rely on streamed broadcasts to participate in the Contest.
2. If the 25th caller is unable to correctly answer the trivia questions, the on-air personality will go to the next caller on the line until an eligible participant provides the correct answer.
3. One (1) Prize Pack will be awarded on each of the first three (3) days of the Contest Period and the Watch-to-Win Prize will be awarded on the last day of the Contest Period.
4. Winners will be asked to verify their contact information (e.g. name, address, phone number, and email address).
5. Winners will be instructed to come to the offices of the Station located at 21 E. St. Joseph St. Indianapolis, IN 46204, to claim their Prize.

6. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim the Prize. Identification documents must match information previously provided to the Station.
7. All decisions made by the Station and Radio One of Indiana, LP ("Company") management regarding any aspect of this Contest are final.

ELIGIBILITY RESTRICTIONS:

1. The Contest is open to listeners of the Station who are 18 years of age and older and are legal residents of the United States residing within the Indianapolis metropolitan area.
2. Employees of the Station, the Company, its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Indianapolis metropolitan area, 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 Contest. For purposes of this Contest, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
3. Participants may only win once during this Contest.
4. Persons who have won a prize in another Contest or promotion of any kind from the Station within the thirty (30) day period immediately preceding the start date of this Contest are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Station during any thirty (30) day period.

PRIZES:

1. Winners will be awarded the following prize elements:

Three Prize Pack winners will each be awarded one (1) X-Factor branded travel bag with accessories (Total ARV \$108.75) which includes:

- The X-Factor themed travel bag (ARV \$25.00)
- The X-Factor themed blanket (ARV \$13.75)
- The X-Factor themed toiletry bag w/ travel sized bottles (ARV \$7)
- The X-Factor themed neck pillow (ARV \$23.00)
- The X-Factor themed tablet stand (ARV \$20.00)
- (2) The X-Factor themed collapsible headphones (ARV \$20.00)

One Watch-to-Win Prize Winner will be awarded one (1) \$500.00 American Airlines Gift Card.

2. To the extent that prize elements are provided by third-party providers, the winners agree to look solely to applicable prize providers with respect to any claims, losses or disputes in connection therewith.
3. Prizes will be awarded only upon winner verification and final approval by the Station.
4. Dates and times of concerts, events, and activities promoted by Contest sponsors are subject to change and those changes are deemed to be beyond the control of the Station. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not obligated to make any effort to find an alternative prize under these circumstances.
5. Prize will not be mailed. Unless otherwise provided, Prize must be claimed at the Station's offices by no later than 5:00 p.m. on December 14, 2012 or the Prize will be forfeited.
6. No substitution of Prize 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 Station management and/or the sponsor in its sole discretion.
7. All Contest winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in winner forfeiting the Prize.
8. If for any reason a Contest winner decides not to accept the Prize awarded, the winner will be required to sign a release form acknowledging forfeiture of the Prize. It will be at the discretion of the Contest sponsor and / or Contest administrator if another entrant is to be selected as the winner if time permits.

GENERAL CONDITIONS:

1. Winners are responsible for 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. Contest is void where prohibited. Contest 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 Contest Period.
5. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, 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 Contest, each participant agrees to comply with the Official Rules and the decisions of the Contest sponsor which shall be final and binding in all aspects relating to the Contest.

6. All Contest 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 Contest 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 Contest 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. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim the Prize.
8. The Station retains the right to disqualify any entrant if all Contest rules are not followed. Contest void if prohibited by law.
9. So long as no participant is materially adversely affected, the Station reserves the right to make changes in these Contest rules, which will become effective upon being announced on the air and / or posted online.
10. 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 Contest. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
11. 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.
12. 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 Contest, including cancellation of the Contest 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 its sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the Prize originally awarded.

13. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Contest is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Contest 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 Contest, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Contest at their sole discretion.
14. Copies of Contest rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 21 E. St. Joseph Street. Indianapolis, IN 46204.