

## **“5K A Day Giveaway”**

Beasley Media Group’s Spring 2018 Nationwide Contest  
(Apr-May 2018)  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN (EXCEPT MESSAGE AND DATA RATES MAY APPLY). A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND WASHINGTON, DC, WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.***

- DESCRIPTION:** The Beasley Media Group Spring 2018 Nationwide Contest (“Promotion”) begins on Monday, April 2, 2018, and will run through Friday, May 11, 2018. The Promotion is being conducted by Beasley Media Group Inc. and its participating radio stations (the “Stations”) as listed below. The Promotion, known as **“The 5K Giveaway”** on the Stations, will begin on Monday, April 2, 2018, and will run through Friday, May 11 2018, weekdays between the hours of 5am Pacific Time (“PT”) / 8am Eastern Time (“ET”) and 3:20pm PT / 6:20pm ET (“Promotion Period”).
- SPONSOR:** “Florida Community Bank”
- ADMINISTRATOR:** Beasley Media Group Inc., 3033 Riviera Drive, Suite 200, Naples, FL 34103
- ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and District of Columbia (U.S.) who are at least eighteen (18) years of age or the age of majority in their state of residence, whichever is older as of date of entry (“Contestant”). Contestants will be competing with listeners from approximately forty five (45) radio stations in multiple radio markets across the United States. Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of Beasley Media Group, Upland IX, LLC, and Promotion sponsors (if any), and their respective parent companies, subsidiaries, distributors, affiliates, service providers, advertising and promotion agencies and companies involved in the design, implementation and execution of the Promotion (collectively the “Promotion Entities”), other radio stations in the metropolitan areas of the participating stations and members of their immediate families (parents, children, siblings, spouses) or persons living in the same households as such persons, whether related or not, are not eligible to participate or win. This Promotion is governed by Florida law and is subject to all federal, state and local laws and regulations. Promotion is void in Puerto Rico, and US Territories and jurisdictions (including overseas military installations) and where prohibited. Contestants are required to provide truthful information and Beasley Media will reject and delete any entry that it discovers to be false or fraudulent. Beasley Media will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.
- AGREEMENT TO THE OFFICIAL RULES:** By participating in the Promotion, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions

of the Administrator, which are final and binding in all matters related to the Promotion. Winning the prize is contingent upon fulfilling all requirements set forth herein.

6. **HOW TO ENTER:** There are two (2) ways to enter. Contestants may enter online or via text entry as follows:

a. To participate in the Promotion, Beasley Media Group station listeners will need to listen to a participating Station each weekday during the Promotion Period at 8am, 11am, 1pm, 4pm, 6pm eastern time or 5am, 8am, 10am, 1pm, 3pm pacific, when at each time a Cue will be announced. The Cue will include a unique Key Word. Upon hearing the Cue, enter by texting the Key Word to 40772 on a mobile phone or by entering online no later than fifteen (15) minutes after the start of the hour during which the Cue is announced to be entered for a chance to win a \$1,000 cash prize.

b. On each weekday throughout the Promotion, five (5) potential nationwide prize winners will be randomly selected – (i) one (1) between the hours of 5:00 a.m. PT / 8:00 a.m. ET and 5:15 a.m. PT / 8:15 a.m. ET. (ii) one (1) between the hours of 8:00 a.m. PT / 11:00 a.m. ET and 8:15 a.m. PT / 11:15 a.m. ET. (iii) one (1) between the hours of 10:00 a.m. PT / 1:00 p.m. ET and 10:15 a.m. PT / 1:15 p.m. ET. (iv) one (1) between the hours of 1:00 p.m. PT / 4:00 p.m. ET and 1:15 p.m. PT / 4:15 p.m. ET. (v) one (1) between the hours of 3 p.m. PT / 6:00 p.m. ET and 3:15 p.m. PT / 6:15 p.m. ET. A total of one hundred fifty (150) Prizes will be awarded during the Promotion Period. Beasley Media Group participating stations may also announce exact times that future Cues will be played. Station listeners will be entering along with listeners from other stations around the country who will also receive the Key Word announcements at similar times and will be entering before the same Entry Period deadline for each Cue.

c. Each entry window shall close at the start of the fifteenth (15<sup>th</sup>) minute after the top of the hour in which the Cue is announced, regardless of when the Cue airs (each, an “Entry Period”). Each participating station reserves the right to announce the Cue between the first one (1) and fifteen (15) minutes of the hour. Following each Entry Period, Beasley Media will conduct a random drawing from among all mobile phone and online entrants who provided the correct Key Word nationwide during that Entry Period (the “Entry Period Pool”), and one (1) potential nationwide \$1,000 cash prize winner will be randomly selected and called by Beasley Media promptly following his/her selection. Only one (1) entry per person, per Cue is permitted regardless of the method of entry. The randomly selected Contestant must be available at the time of Beasley Media’s call to be eligible to win the prize. Once reached by phone, the randomly selected Contestant will be deemed the potential \$1,000 cash prize winner (upon confirmation of eligibility). At the time of the call, the potential prize winner will be required to provide all information requested to verify eligibility. Information requested includes their full name, complete address (including zip code), day and evening phone numbers and date of birth. Beasley Media will attempt to call the randomly selected entrant five (5) times shortly following the random drawing for the applicable Entry Period. No voicemail message will be left. If the potential prize winner fails to answer the calls or is disconnected or is otherwise found to be ineligible, the prize will be forfeited and the Station will randomly select another entrant from the same Entry Period Pool to be the potential \$1,000 prize winner. This will continue until the \$1,000 prize is awarded in that hour (time permitting). By participating in the Promotion entrants consent to Beasley Media contacting them by phone at the telephone number from

which the mobile entry was received or as indicated by the entrant on the online entry form. Any and all fees arising out of the transmission of or receipt of a mobile call shall solely be the responsibility of the entrant. Message and data rates may apply per the entrant's carrier. By participating in the Promotion via mobile entry, entrants acknowledge that text messages are connected and transmitted through third party providers; Beasley Media does not guarantee, and shall not be responsible for, the connection or timeliness of any such text messages.

d. **To enter via Mobile Phone/Device:** To enter by mobile phone, upon hearing the Cue, text the day's Key Word to 40772 during the Cue's Entry Period. Message and data rates may apply. Promotion Entities are not responsible for any fees or charges incurred for and associated with mobile entries. The text message entry method is designed to work with most of the major wireless carriers in the United States, but the Promotion Entities make no guarantee that any particular wireless service provider will participate. Entrants should check their phone's features to see if they have that capability. Entrants should consult their wireless service provider's pricing plan for details. Entry by text message will not improve your chance of winning. By entering via text, each entrant consents to receive up to five (5) notification phone calls on their provided phone number if randomly selected as a potential winner. Further, by entering by text message, entrants agree to accept all applicable charges associated therewith.

e. **To enter via Online Entry:** To enter online, upon hearing the Cue visit the Station's website and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the respective Entry Period following the Cue. By entering online, each entrant consents to receive up to five (5) notification phone calls on their provided phone number if randomly selected as a potential winner. 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 an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Online entries submitted may not be acknowledged or returned.

f. Entrants may enter only once per Entry Period, regardless of the method of entry (i.e., only one (1) entry per person per Cue). Additional entries will be disqualified by the Promotion Entities solely at their discretion. A listener may only win one \$1,000 cash prize during the Promotion, and only one \$1,000 cash prize winner per household is permitted during the Promotion Period. For this Promotion only, restrictions that would prevent a listener from winning if he/she had won another recent Beasley Media station contest or promotion will not apply. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Beasley Media. Beasley Media's computer is the official time keeping device for the Promotion. Any attempt by any Contestant to obtain more than the stated number of entries by using multiple/different identities, registrations or any other methods will void that participant's entries and that Contestant may be disqualified.

g. In the event of an equipment malfunction, Beasley Media reserves the right to award prize to a randomly selected entrant from the immediately prior Entry Period pool, except that any such Contestant who was awarded the prize for such Entry Period will be excluded.

Given the volume of participation, Contestants may experience an inability to access website to enter.

h. Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Entrants should not rely on streamed broadcasts to participate in any contest as they may be disadvantaged when participating in on-air contests. Entrants are encouraged to listen to the Station for the Cues on-air. The Promotion Entities are not responsible for online streaming delays or outages.

7. **PRIZES:** No more than the advertised number of prizes shall be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash except in the Promotion Entities' sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by Beasley Media and Beasley Media reserves the right to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value at its sole discretion. Prizing may be fulfilled by a third party fulfillment company. The Promotion Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this contest. The prize is awarded if properly claimed according to the Rules and if there are sufficient eligible entries. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of winner(s). If the winner is disqualified or is found to be ineligible for the contest, Beasley Media reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. Each Prize is \$1,000 cash (in the form of a check made payable to the prize winner upon confirmation of his/her eligibility). The Station may award up to one hundred and fifty (150) total Prizes for an approximate total retail value for the Promotion of \$150,000. Each cash prize will be issued as a check payable to the order of the prize winner upon verification of eligibility and upon timely receipt of all completed prize winner paperwork. Checks will be processed and mailed within four to eight weeks upon verification of eligibility and receipt of all completed prize winner paperwork. All taxes, including but not limited to, federal, state, and local taxes, and any other costs and expenses associated with the acceptance and use of a prize are solely the responsibility of the winner. The prize winners will each be issued an IRS Form 1099 for the value of their respective prize(s).

8. **WINNER SELECTION:** Potential \$1,000 cash prize winners will be determined as described above and will be notified by telephone beginning approximately fifteen (15) minutes following each Entry Period. Listeners from approximately forty five (45) radio stations in multiple radio markets across the United States will be participating at the same time(s). Odds of being selected as a \$1,000 cash prize winner depend on the combined number of entries received from all markets. Decisions of Beasley Media with respect to the Promotion are final.

9. **WINNER NOTIFICATION:** Beasley Media may notify potential prize winners by telephone with follow up correspondence by email, U.S. Mail and/or courier. Winners must execute and return any required affidavit of eligibility and/or liability/publicity release within five (5) days of notification attempt or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

## 10. CONDITIONS

a. By participating, Contestants agree to: (a) release Promotion Entities, their respective directors, officers, agents and employees (collectively, "Released Parties") from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) except where prohibited by law, consent to the use by Beasley Media, the Station, or any other participating station, or their designees or agents, of winner's name, hometown, likeness, statements and other personally identifiable information for promotion, advertising and marketing purposes in any media throughout the world without additional consideration and consent or prior review. To the extent not prohibited by law, winners also agree to provide Beasley Media with an interview, which may be used in connection with the Promotion. Promotion Entities are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, late, lost, or misdirected mail, or any other error or malfunction related to or resulting from participation in this Promotion. **CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Promotion is not able to be executed as planned (in whole or in part), due to computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures, or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator and/or Sponsor reserves the right at their sole discretion to disqualify any suspect entry or Contestant and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted at the stations website and/or the event(s) and determination of the prize winner will be made, from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Administrator and/or Sponsor determines in their sole discretion. Entries not complying with all rules are subject to disqualification.

b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed Form W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.

c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's agreement to release, discharge, and hold harmless Upland IX, LLC, Beasley Media, the Promotion's sponsor(s), the participating radio stations, their licensees, and each of their respective parent, subsidiary and affiliated entities, their advertising and promotional

agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and prize delivery.

d. Beasley Media'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 Beasley Media, including any force majeure event or other event of local or national importance, any segment of the Promotion is delayed, rescheduled, postponed or cancelled, Beasley Media reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

e. Contestants understand, acknowledge and agree that the Released Parties shall not be liable for losses or injuries of any kind resulting from the rejection of an entry given Beasley Media's belief that the contestant was abusing or tampering with the Promotion entry process in any manner or due to any technical malfunction of the telephone or network transmission line or any entries that are late, delayed, garbled, incomplete, misdirected, lost, corrupted or otherwise not in compliance with the rules or applicable law.

f. 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) incorrect or inaccurate entry information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) entries not received due to difficulty accessing the internet, service outage or delays, equipment malfunctions, disconnections, or other technological failures, dropped calls or interruptions; (v) misdirected, misdialled, incomplete, incorrect, or late mobile text or website entries; and (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) including any results thereof such as changes in services or location necessitated by same.

g. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of Florida without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of Florida.

h. **ENTRANT'S PERSONAL INFORMATION:** Information collected from Contestants is subject to the Beasley Media's Privacy Statement for U.S. Consumers, <http://bbgi.com/privacypolicy>

To receive Promotion results (winners list), visit <http://bbgi.com/cashcontest>. Winners list will be available after 5/18/18. A copy of the Official Rules and a list of winners (when complete) are available during regular business hours at the main studio of any of the participating stations. All requests must be received by 5/31/18. For copies of the Official Rules or for a list of winners

following completion of the Promotion, send a self-addressed, stamped envelope (VT residents are not required to include return postage) specifying “Official Rules” or “Winner List” to Beasley Media’s Spring 2018 Nationwide Promotion Winner List or Official Rules Request, Beasley Media Group, 3033 Riviera Drive, Suite 200, Naples, FL 34103

