

**DETAILED CONTEST RULES**  
**FOR CITADEL RADIO STATIONS**

1. How to Enter the Contest:

- a. The [**Celebrate the Suite Life**] contest will begin on [**Monday, February 1<sup>st</sup>, 2010**] and will end on [**Friday, February 12<sup>th</sup>, 2010**].
  
- b. To participate in the contest, WWLS-FM listeners will go to the **THESPORTSANIMAL.COM** and register for their chance to “**Celebrate the Suite Life with Cambria**”. They will fill out an on line entry form. **One finalist per day will be chosen over the 10 day period. There will only be one grand prize winner. The grand prize winner will receive a day at the spa, dinner for two, and a limousine ride by Kings Limousine** Listeners may also go by the new **Cambria Suites on south Meridian in Oklahoma City to register to win..** Standard text messaging rates, as established by an individual’s wireless carrier, may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. By participating in a contest in which text message based entry is permitted, entrants acknowledge that text messages are distributed and delivered through third party providers; Station does not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. Station will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. Station is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. Contests with text message based entries are subject to Station’s Privacy Policy. By participating in the contest, entrants agree that the Station may contact that entrant at the telephone number from which the text message entry was received. All text message entries must come from a valid and identifiable telephone number. Station reserves the right, in its sole discretion, to disqualify any entry if that entry’s source and sender cannot be reasonably determined. Station, through its third party text messaging administrators, will store all messages received on its system. Station may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. Station is not responsible for lost, stolen, mutilated, destroyed, misdelivered, postage due, illegible, incomplete or untimely entries. Station is not responsible for entries not received due to difficulty accessing the internet, service outages or delays, computer difficulties or other technological glitches. Station is not responsible for any lost, disconnected, dropped, misdirected or incomplete telephone calls. Entrants may be disqualified at the sole discretion of the station..
  
- c. [**One entry per person. Must be 18 to win**].

2. Eligibility Restrictions:

- a. The contest is open to all WWLS-FM listeners who are legal United States citizens [18] years of age or older and who reside in **the Oklahoma City metro area** listening area. Employees of **WWLS-FM**, its licensee, Citadel Broadcasting Corporation, their subsidiaries, affiliated entities, affiliated advertising agencies, participating sponsors/promotional partners, other radio stations in the \_Oklahoma City metro\_\_\_\_ area and the members of their immediate families are ineligible to participate or win. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren and any other person residing within the same household.
- b. Listeners are eligible to win a **WWLS-FM** contest only once every thirty days. Only one winner per household is permitted in any contest.
- c. Participants in the contest must possess valid government issued photo identification.
- d. **Travel Release required since a limousine service is involved .**
- e. **For Internet contests, add:** To enter on-line you must enter your first name and last name, complete address, city, state, zip code, home telephone number and a valid e-mail address in the on-line entry form. One Internet entry per person and one Internet entry per e-mail address. Internet entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, on-line service provider, or other organization that is responsible by assigning e-mail addresses or the domain associated with the submitted e-mail address.
- f. **For Text contests, add:** Text message entries shall be deemed to have been submitted by the authorized account holder of the cell phone number associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of a cell phone number is defined as the natural person who is assigned to a cell phone account by a cellular service provider.

3. Prizes:

- a. **2 Tickets to the OKC Thunder basketball game on February 16th**
  - b. **Limousine ride**
  - c. **Dinner for 2**
  - d. **One nights stay at the new Cambria Suites on South Meridian , Oklahoma City, OK**
- b. All prizes provided by Citadel except for the one night hotel stay at the new Cambria Suites. Cambria Suites to provide hotel stay

- c. All prizes or prize certificates may be picked up at the office of [**Citadel Broadcasting, 4045 NW Expressway, Oklahoma City , OK 73116**]. Any prize or prize certificate not claimed within forty five (45) days of winning will be automatically forfeited by the winner, unless a prize has an expiration date, in which case a prize may be forfeited earlier than forty five days from winning. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its arrival. **WWLS-FM** is not responsible for the safe arrival of a prize or prize certificate. **Prize to be picked up at Citadel Broadcasting, 4045 NW 64<sup>th</sup> Suite 600, Oklahoma City OK 73116**
  - d. Contest prizes are not transferable. Prizes may not be substituted for or redeemed for cash.
  - e. Grand Prize winner will receive 1099 IRS Tax form for the value of the grand prize as stated in these contest rules.
  - f. Prizes are limited solely to those items explicitly set forth herein and shall not include any and all other expenses, incidentals or taxes that may arise out of the winner's receipt of this prize.
  - g. Prizes will be awarded as is, with no written or express warranty.
4. Selection of Winners:
- a. Decisions of station management with respect to the contest are final.
  - b. **Random daily drawing by Interactive Sales manager, Ryan Howard]**
  - c. **Friday, February 12, 2010**
  - d. **[Tie-breaking procedures..NA**
  - e. **[If a contest of skill (including any contests involving “best” story writing, costumes, etc.) NA**
  - f. **[Winner need not be present to win. Winner will be notified by phone call on Friday, February 12<sup>th</sup>, 2010. If the winner(s) cannot be contacted within \_48 hours\_\_ after the prize is awarded, an alternate winner [will] be selected by conducting an additional drawing of the remaining finalists by Monday, February 15th**
  - g. **[The odds of winning] NA**
5. Conditions:

- a. Photo identification and social security number of the Grand Prize winner may also be required in order to collect the prize. Payment of all federal, state and local taxes are the sole responsibility of the winner. Winners will be required to sign an IRS Form W-9 or the equivalent. Winner will receive a 1099 for the value of the prize as stated in these contest rules.
- b. Winner is required to sign a release in order receive their prize. Failure or refusal to execute the release will result in winner forfeiting the prize. Pursuant to the liability release, the winners will agree to hold **WWLS-FM**, its licensee, Citadel Broadcasting Corporation, their subsidiaries, affiliated companies and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest.
- c. By participating in the contest, the winner or winners (and their guest or traveling companion, if applicable) agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation, and to sign a publicity release prior to acceptance of the prize.
- d. **For Internet contests add:** **WWLS-FM**, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the **WWLS-FM** Web Site or who is otherwise in violation of the rules. The station further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.
- e. The Station reserves the right in its sole discretion to modify the contest rules and dates at any time for any reason. Material modifications shall be announced on-air, when practical. By participating in this contest, you agree to be bound by these contest rules, any modifications thereof, and by all other rules imposed by Station management. If due to circumstances beyond the control of Station, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Station reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.
- f. No purchase is necessary. The contest is void where prohibited.
- g. Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of **WWLS-FM**
- h. **WWLS-FM** is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize.
- i. Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of **WWLS-FM, 4045 NW 64<sup>th</sup> Suite 600,**

**Oklahoma City, OK 73116]** or by sending a self-addressed stamped envelope to **WWLS-FM]**.

- j. Station reserves the right to substitute a prize of greater or equal value at its sole discretion.
- k. For a complete copy of these contest rules, please go to [www.thesportsanimal.com](http://www.thesportsanimal.com) or send a self addressed stamped envelope to: 4045 NW 64<sup>th</sup> Suite 600 Oklahoma City, OK 73116.

## **OTHER THINGS TO CONSIDER -- CONTEST CHECKLIST**

- \_\_\_\_\_ 1. Station personnel who will supervise the contest are advised of station procedures regarding contests generally and of their specific responsibilities in this particular contest.
- \_\_\_\_\_ 2. The contest terms, format and written rules are reviewed and approved by Citadel legal counsel prior to the start of the contest.
- \_\_\_\_\_ 3. Prepare and secure all necessary Releases and Indemnifications from contest participants, contest winners and prize providers.
- \_\_\_\_\_ 4. All reasonable steps are taken both before and throughout the contest to ensure the availability of prizes. **The provision of any prize by a third party vendor or sponsor must be set forth in writing** (i.e. if you are getting the prize from someone else for trade, you must have something in writing that states that they agree to give you the prize in exchange for xxxxx). Secure Prize Provider Agreements from third party prize providers (**Attachment D**). If the announced prize becomes unavailable during the course of the contest, all reasonable efforts will be made to secure an equivalent prize, and the change will be announced to the audience as soon as possible, and conspicuously. Counsel to be consulted.
- \_\_\_\_\_ 5. Ensure that all material contest terms are disclosed in written rules:
  - \_\_\_\_\_ Dates the contest begins and ends
  - \_\_\_\_\_ How to enter or participate
  - \_\_\_\_\_ Eligibility restrictions
  - \_\_\_\_\_ Entry deadline dates
  - \_\_\_\_\_ How, when and where prizes can be won
  - \_\_\_\_\_ The extent, nature and value of prizes
  - \_\_\_\_\_ The basis for valuation of prizes
  - \_\_\_\_\_ Times and methods for selecting winners (if winner is determined by judging, state who the judges are and describe the criteria upon which the judges will make their decision)
  - \_\_\_\_\_ Tie-breaking procedures
  - \_\_\_\_\_ Number of entries permitted
- \_\_\_\_\_ 6. **Material contest terms must broadcast on air at least once a day, rotated throughout all dayparts, 7 days a week throughout the duration of the contest period.** (This is an FCC requirement!)
- \_\_\_\_\_ 7. If changes in material contest terms become necessary after a contest has begun, those changes are disclosed promptly and conspicuously to reduce the possibility of unfairly disadvantaging contestants. Please call legal counsel prior to changing ANY contest rules once they have been broadcast on-air.
- \_\_\_\_\_ 8. On-air copy describing the terms and conduct of the contest are reviewed by counsel, and on-air personnel are instructed to avoid making any false or misleading statement about material contest terms such as:

- a. telling contestants they can win a prize if it is not possible to do so;
  - b. urging the audience to search for hidden prizes before they are hidden;
  - c. inflating the value or numbers of available prizes;
  - d. giving the audience false or misleading clues which are not likely to assist in winning; or
  - e. misrepresenting the odds or likelihood of winning.
- \_\_\_\_\_ 9. All reasonable efforts are made to ensure that there are no pre-arranged or covertly assisted winners, no arbitrary or undisclosed judging standards, and no other "rigging."
- \_\_\_\_\_ 10. Prizes are awarded promptly and the names, addresses and receipts of winning contestants obtained, together with releases and any information necessary for tax purposes.
- \_\_\_\_\_ 11. *Written contest records* (such as a list of winners, executed winner's release form, copies of written contest rules, any complaints, internal staff memoranda, the text of on-air promotional announcements, the text and scheduling of announcements describing material contest terms, newspaper ads, eligibility requirements, and releases from all participants) *are maintained for at least one year unless complaint is received in the interim, in which case all material is to be retained until complaint is resolved and final.*
- \_\_\_\_\_ 12. Make a copy of the contest rules available at the front desk and post the rules on the station website.
- \_\_\_\_\_ 13. Complete all necessary IRS Tax Forms (1099's must be submitted whenever a participant wins prizes valued at an aggregate of \$600 or more in one calendar year).
- \_\_\_\_\_ 14. When a contest involves physical activity or any activity that may pose a risk to participants, consult corporate counsel for approval and to ensure that all necessary safeguards are in place. Get releases from ALL PARTICIPANTS. Check with legal counsel prior to commencing ANY such contests.
- \_\_\_\_\_ 15. Register the contest with the state, if applicable.

**NOTE:** Citadel does not allow contests or prizes which involve aircrafts, skydiving, helicopters, parasailing, hang gliding, or other unusually dangerous activities. *Please consult legal counsel in the event you seek to do any contest involving these types of activities.*

## Index of Attachments

- **Attachment A:** Contest Participant & Winner Release - over 18
- **Attachment B:** Contest Participant & Winner Release (for use with minors - anyone under 18)
- **Attachment C:** Third Party Prize Provider Agreement

## ATTACHMENT A

*[print on station letterhead]*

### **PARTICIPANT/WINNER'S LIABILITY WAIVER & RELEASE ("RELEASE")**

I, \_\_\_\_\_, in consideration of the opportunity provided to me by Citadel Broadcasting Corporation and its subsidiaries, d/b/a \_\_\_\_\_ (hereinafter referred to as "**Station**") to participate in the contest, event or promotion described below, do hereby irrevocably agree and consent to the following:

- (1) Station, its subsidiaries, affiliates, parents, officers, directors, employees, agents and sponsors may use for advertising and/or promotional purposes, my name, image, photograph, voice and/or biographical information ("Material") on radio or TV broadcasts, newspaper advertisements and/or any other medium in connection with my participation in this promotion, contest and/or event without the payment of any additional compensation to me. I acknowledge that photographs may be taken of me at the contest, event or promotion described below and hereby consent to station's use of such images, including but not limited to posting same on the Station's website. I hereby waive any right that I may have to inspect and/or approve the Material, and am aware that any and all Material may be edited and juxtaposed with other material(s).
- (2) By this document and in consideration of the opportunity and/or prize afforded to me in connection with my participation in said contest, promotion and/or event, the receipt of which I hereby acknowledge, I remise, release and forever discharge and agree to indemnify and hold harmless Station, its affiliates, parents, officers, directors, employees, sponsors, agents and all others connected with them and the promotion, contest and/or event from any and all liability, claims, actions and damages arising in any manner whatsoever from (a) my participation in the said promotion, contest, and/or event; (b) the use of any of the above mentioned Material; and (c) the receipt and the use of any prize(s).
- (3) I hereby affirm that:
  - (a) I am at least 18 years of age, and I am not employed by the Station, its parents, affiliates or assigns, or any promotion, contest and/or event sponsor.
  - (b) No immediate family member (including spouse, parents, grandparents, siblings, children, and grandchildren) is employed by the Station, its parents, affiliates or assigns, or any contest sponsor.
  - (c) I had no knowledge that I would be selected to participate in or win in this promotion, contest, or event at any time prior to my actual selection and/or being awarded the prize, and I had no prior contact with any representative of the Station or any person in anyway connected with the Station or any sponsors on the basis of which I received information not generally available to the public, which was in any way helpful to me in being selected.
- (4) I hereby agree that I will be entirely responsible for all income taxes, including all state, federal and local (if applicable) on my participation in this promotion, contest, prize and/or event, for which I may receive a Form 1099 for the year 2007. I certify that I hereby release Station and its sponsors from responsibility for withholding any taxes.
- (5) Station is not responsible for any agreements made by me, verbal or written, to others due to my participation in this promotion, contest and/or event.
- (6) I acknowledge that this opportunity to participate is not transferable to a third party nor is it redeemable for cash. I understand that if I do not provide Station or its sponsor (as applicable) with my social security number and sign this release that I will not be entitled to participate in the promotion, contest and/or event or top receive any prize(s).
- (7) I acknowledge that I have been provided with a copy of the Official Contest Rules, if any, and have read and understand such rules and agree to comply with such rules.

(8) I acknowledge that my participation in the promotion, contest and/or event described below and my chosen activity as part of such promotion, contest and/or event is completely of my own volition. Further, I acknowledge that the activity I have elected to perform in connection with the promotion, contest and/or event may be potentially hazardous and involves certain inherent known and unknown risks. I represent that I have no medical conditions that would prevent me from participating in the promotion, contest and/or event and that I am physically, psychologically and medically able to participate in the activity I have elected to perform as part of the promotion, contest and/or event. I assume all risks associated with the activity I have elected to perform and the promotion, contest and/or event. **I UNDERSTAND THAT I MAY VOLUNTARILY WITHDRAWAL FROM THE PROMOTION, CONTEST AND/OR EVENT AT ANY TIME.**

I, on behalf of myself, my heirs, and assigns hereby waive and release Station, its subsidiaries, and affiliated companies and their officers, directors, employees, and agents from any liability and claims arising, directly or indirectly, in any manner whatsoever, out of my participation in this contest, promotion and/or event, including, but not limited to, any claims for personal injury, death, or negligence. I also expressly consent to any physical contact that might naturally result from the activity that I have selected.

(9) I have read this Release and understand what I have read. I acknowledge and understand that in signing this Release that I am voluntarily waiving certain legal rights and that I intend to do so and to be legally bound by the terms set forth herein.

PROMOTION/CONTEST/EVENT NAME: \_\_\_\_\_

PRIZE DESCRIPTION: \_\_\_\_\_

APPROXIMATE VALUE: \_\_\_\_\_

**PARTICIPANT/WINNER'S INFORMATION:**

LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

DAYTIME PHONE #: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

Winner/Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B

*[print on station letterhead]*

### **PARTICIPANT/WINNER'S LIABILITY WAIVER & RELEASE ("RELEASE")**

(USE FOR ANYONE **UNDER 18** YEARS OF AGE)

I, \_\_\_\_\_, the undersigned, in consideration of the opportunity provided to my minor child or guardian, \_\_\_\_\_, by Citadel Broadcasting Corporation and its subsidiaries (hereinafter referred to as "Station") to participate in the contest, event or promotion described below, do hereby irrevocably authorize, consent and give on my own behalf and on behalf of my minor child or guardian the following:

(1) Station, its affiliates, parents, employees agents and sponsors may use for advertising and/or promotional purposes, the name, image, photograph, voice and/or biographical information of my minor child or guardian ("Material") on radio or TV broadcasts, newspaper advertisements and/or any other medium in connection with the participation of the minor child (identified above) in this promotion, contest and/or event without the payment of any additional compensation whatsoever. I acknowledge that photographs, video, and/or audio recordings may be taken of the minor child (identified above) at the contest, event or promotion described below and hereby consent to stations use of such images, including but not limited to posting same on the station's website. I hereby waive any right that I or the minor child may have to inspect and/or approve the Material, and am aware that any and all Material may be edited and juxtaposed with other material(s).

(2) By this document and inconsideration of the opportunity and/or prize afforded to the minor child in connection with his or her participation in said contest, promotion and/or event, the receipt of which I, on my own behalf and on behalf of my minor child or guardian, hereby acknowledge, remise, release and forever discharge and agree to indemnify and hold harmless Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest and/or event from any and all liability, claims, actions and damages arising in any manner whatsoever from (a) the participation in the said promotion, contest, and/or event of the minor child (identified above); (b) the use of any of the above mentioned Material; and (c) the receipt and the use of any prize(s).

(3) I hereby affirm that:

(a) I am the parent or legal guardian of the minor child indicated herein. I am at least 18 years of age, and I am not employed by the Station, its parents, affiliates or assigns, or any promotion, contest and/or event sponsor.

(b) No immediate family member (including spouse, parents, grandparents, siblings, children, and grandchildren) is employed by the Station, its parents, affiliates or assigns, or any contest sponsor.

(c) I had no knowledge that the minor child (identified above) would be selected to participate in or win in this promotion, contest, or event at any time prior to the actual selection and/or being awarded the prize, and I had no prior contact with any representative of the Station or any person in anyway connected with the Station or any sponsors on the basis of which either I or my minor child or guardian received information not generally available to the public, which was in any way helpful to his or her being selected.

(4) I hereby agree that I will be entirely responsible for all income taxes, including all state, federal and local (if applicable) in connection with the participation of the minor child in this promotion, contest, prize and/or event, for which I may receive a Form 1099 for the year 2007. I certify that I release Station and its sponsors from responsibility for withholding any taxes.

(5) Station is not responsible for any agreements made by me, verbal or written, to others due to the participation in this promotion, contest and/or event.

(6) I acknowledge that this opportunity for the minor child to participate is not transferable to a third party nor is it redeemable for cash. I understand that if I do not provide Station or its sponsor (as applicable) with my social security number that my minor child or guardian may not be entitled to participate in the promotion, contest and/or event or to receive any prize(s).

(7) I acknowledge that I have been provided with a copy of the Official Contest Rules, if any, have read and understand such rules and agree on my own behalf and on behalf of the minor child to comply with such rules.

**(8) I acknowledge that I hereby consent to and that the participation of the minor child (identified herein) in the promotion, contest and/or event described below and his or her chosen activity as part of such promotion, contest and/or event is completely of his or her own volition. Further, I acknowledge that the activity the minor child has elected to perform may be potentially hazardous, involves certain inherent known and unknown risks, and I hereby claim that the minor child or guardian is physically, psychologically and medically able to participate in this activity. I assume all risks on my own behalf and on behalf of the minor child that are associated with this activity. I, on behalf of myself, on behalf of the minor child, our heirs, and assigns hereby waive and release Station, its parent, subsidiaries and affiliated companies and their officers, directors, employees, and agents from any liability and claims arising, directly or indirectly, in any manner whatsoever, out of the participation of the minor child in this contest, promotion and/or event, including, but not limited to, any claims for personal injury, death, or negligence.**

(9) I have read the above and understand what I have read. I acknowledge and understand that in signing this Release that I am voluntarily waiving certain legal rights on my own behalf and on behalf of the minor child and that I fully intend to do so and to be legally bound by the terms of this release.

PROMOTION/CONTEST/EVENT NAME: \_\_\_\_\_

PRIZE DESCRIPTION: \_\_\_\_\_

APPROXIMATE VALUE: \_\_\_\_\_

**PARTICIPANT/WINNER'S INFORMATION:**

\_\_\_\_\_  
*Minor's Name*

\_\_\_\_\_  
*Minor's Date of Birth*

\_\_\_\_\_  
*Print Name of Parent or Legal Guardian*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Social Security # of Parent or Legal Guardian*

\_\_\_\_\_  
*Signature of Parent of Legal Guardian*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City / State / Zip Code*

**NOTE: MINOR MUST BE ACCOMPANIED BY PARENT OR GUARDIAN AT ALL TIMES BEFORE, DURING, AND AFTER THIS CONTEST, PROMOTION AND/OR EVENT.**

**PRIZE PROVIDER AGREEMENT**

This agreement (the “*Agreement*”) dated as of \_\_\_\_\_, 2007 is by and between Citadel Broadcasting Corporation and its subsidiaries, d/b/a \_\_\_\_\_ (“*Station*”) and \_\_\_\_\_ (“*Prize Provider*”), located at \_\_\_\_\_, in connection with **[name of contest]** (the “*Contest*”).

1. **Station’s Responsibilities.** Station’s responsibilities shall include the following:\_\_\_\_\_

**[List obligations - be specific - and include description of on-air schedule, if any, of spots, promotional mentions, etc. that we are obligated to air].**

2. **Prize Provider’s Responsibilities.** Prize Provider’s responsibilities shall include the following:

\_\_\_\_\_. **[Specify what Prize Provider will provide - be specific and include any restrictions or exclusions regarding the prize - and list any other obligations of Prize Provider].**

3. **Live Mentions.** All mentions provided by Station hereunder shall be subject to the Station’s standard broadcast terms and conditions, incorporated herein by reference, and in the extent of a conflict, the terms and conditions set forth in this Agreement shall prevail.

4. **Representations and Warranties.** Each party hereto represents, warrants and covenants to the other as follows:

- a. It has the full right and legal authority to enter into and fully perform the Agreement in accordance with the terms and conditions hereof;
- b. The individual signing this Agreement has full right and legal authority to enter into this Agreement on such party’s behalf; and
- c. The execution, delivery and performance of the Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.

5. **Indemnity.**

- a.. Each of Prize Provider and Station, shall indemnify, defend, and hold harmless the other party, its parent, subsidiaries, and affiliated corporations, their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys’ fees and expenses, resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement made by the indemnifying party contained in this Agreement; (b) out of any failure of the indemnifying party to comply with any applicable laws, statutes, ordinances or

regulations; (c) any act or omission or negligence of the indemnifying party or its employees, agents, or contractors; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against the indemnified party as a result of or in connection with the product or services provided by the indemnifying party under this Agreement, which claim does not result from the intentional acts or the gross negligence of the indemnified party.

b. Prize Provider agrees to indemnify, defend, and hold harmless Station for any announcements, advertisements or other commercial copy produced or provided by Prize Provider for broadcast on Station, including proceedings or litigation alleging infringement, unlawful use, or violations of trademark or copyright. The foregoing indemnities shall survive the termination of the Agreement.

6. Miscellaneous. The Agreement constitutes the entire agreement between the parties and shall supersede any and all agreements, whether oral or otherwise, between the parties. Any amendment or modification of the Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of \_\_\_\_\_]. If any term or provision of the Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed an original, and all of which together will constitute one and the same instrument.

7. The parties hereby acknowledge that no airplay has been promised or sought, nor is any airplay being provided in exchange for Prize Provider’s offer of the Prize described above unless disclosed herein and in such case an appropriate sponsorship identification shall be announced on-air, and each party agrees that it shall adhere to all rules and regulations set forth in Section 508 of the Federal Communications Act of 1934, as amended.

In witness whereof, intending to be legally bound, this Agreement is executed by the parties as of the date set forth above.

Citadel Broadcasting Corporation and its subsidiaries, d/b/a  
\_\_\_\_\_:

By: \_\_\_\_\_  
General Manager

**[Prize Provider]**

By: \_\_\_\_\_  
Name/Title: