

Mountain Radio Group Inc. Official Contest Rules

Unless otherwise posted, all Mountain Radio Group radio station contests and sweepstakes (“Contests” and “Sweepstakes”), including on-air contests, online and text-based sweepstakes, and contests and sweepstakes conducted through station’s social media accounts (e.g., Facebook, Twitter, etc.), shall be conducted substantially as described in these rules, and by participating, each participant agrees as follows:

No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.

Eligibility. Unless otherwise specified, all Contests and Sweepstakes are open only to legal U.S. residents age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the Mountain Radio Group radio station’s listening area. Void where prohibited by law. Individuals age 13 to 17 may be eligible to participate in Contests and Sweepstakes with the approval of a parent or legal guardian, provided that the parent or legal guardian is a legal U.S. resident at least 18 years of age at the time of entry with a valid Social Security number and resides in the Mountain Radio Group radio station’s listening area. Unless otherwise specified, employees of Mountain Radio Group Inc, its affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Mountain Radio Group radio station’s listening area, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. One winner per household may win a Contest or Sweepstakes or Prize only once per thirty (30) day period unless otherwise specifically stated. Contests and Sweepstakes and prizes are subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Company’s decisions, which are final and binding in all matters related to the Contest or Sweepstake. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Contest or Sweepstakes or Prizes Period. The Contest or Sweepstake will begin and end at the times specified by Company. Company’s computer is the official time keeping device for all Contests and Sweepstakes.

How to Enter. Entry methods for Contest and Sweepstakes will be specified by Company and entries must be received during the Contest or Sweepstakes or Prizes Period to be eligible. Use of any automated system to participate is prohibited and will result in disqualification. Company shall not be responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected entries, all of which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address or telephone number used to enter will be deemed to be the participant. The “authorized account holder” is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Company and will not be returned. Company reserves the right to contact entrants and all other individuals whose email address is submitted as part of a Contest or Sweepstakes or Prizes. **Time Delay Between Over-the-Air Analog Signal and Other Signal Delivery:** Due to the time delay that exists between a Mountain Radio Group radio station’s analog over-the-air

signal and its online webcast, listeners who listen to a Mountain Radio Group radio station online may hear Contest or Sweepstakes or Prizes information or a cue to call later than listeners listening to the station's analog over-the-air signal. As a result, the odds of an online listener winning a Contest Sweepstakes may be diminished

Winner Selection. Contest and Sweepstakes winners will be determined according to the method specified by Company at Company's sole and exclusive discretion. The winning entrant will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules or the specific Contest or Sweepstakes or Prizes rules). Company's decisions as to the administration and operation of Contests and Sweepstakes and the selection of potential winners is final and binding in all matters related to the Contest or Sweepstakes or Prizes. Failure to respond to the initial verification contact within three (3) days of notification will result in disqualification.

Verification of Potential Winner. POTENTIAL CONTEST AND SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY COMPANY AND DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST OR SWEEPSTAKES OR PRIZES. The potential winner must continue to comply with all terms and conditions of these Official Rules and/or the Office Rules of the specific Contest or Sweepstakes or Prizes, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email and/or telephone call, after the date of random drawing, or immediately if he/she is participating in a phone in contest. The potential winner will be required to present, in-person at the Mountain Radio Group Inc. offices, government-issued identification and fill out a prize acceptance form that includes current contact information to claim a prize. Depending on prize value, and the value(s) of previous prizes won by potential winner, an IRS W-9 form may be required to claim prize. After this a winner will be deemed to have accepted the prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner does not complete the requirements within the required time period (normally 30 days, but may be less depending on the prize), potential winner forfeits prize. In the event that the potential winner of a contest or sweepstakes or prize is disqualified for any reason, Company may award the applicable prize to an alternate winner.

Prizes. Contest and Sweepstakes prizes will be as specified by Company. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a Contest or Sweepstakes or Prize depend on a number of factors, including but not limited to the number of eligible entries received by Company during the Contest or Sweepstakes or Prizes Period and the number of listeners participating at any given time. Company reserves the right to substitute any listed prize for one of equal or greater value for any reason. For prizes that involve travel, unless otherwise specified, trips must be taken within the stated time periods or will be forfeited, winner and guest must travel on the same itinerary, and winner's guest must be eighteen (18) years of age or older. Trips are non-transferable and no substitution will be made except as provided at the Company's sole discretion.

Entry Conditions and Release. By entering a Contest or Sweepstakes or Prizes, each participant agrees to: (a) comply with and be bound by these Official Rules, the Office Rules of the specific Contest or Sweepstakes or Prizes, and the decisions of Company, which are binding and final in all matters relating to any Contest or Sweepstakes or Prizes; (b) release and hold harmless Mountain Radio Group Inc, and its subsidiaries, related and affiliated companies, participating

sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or Sweepstakes or Prizes, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in a Contest or Sweepstakes or Prizes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest or Sweepstakes or Prizes and/or entrant's acceptance, use, non-use or misuse of the prize.

Publicity. Except where prohibited, participation in a Contest or Sweepstakes or Prizes constitutes winner's consent to Company's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.

Taxes. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded in any Contest or Sweepstakes or Prizes become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

General Conditions. Company reserves the right to cancel, suspend and/or modify any Contest or Sweepstakes or Prizes, or any part of it, if any fraud, technical failures or any other factor beyond Company's reasonable control impairs the integrity or proper functioning of the Contest or Sweepstakes or Prizes, as determined by Company in its sole discretion. Company reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or Sweepstakes or Prizes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of a Contest or Sweepstakes or Prizes may be a violation of criminal and civil law, and, should such an attempt be made, Company reserves the right to seek damages from any such person to the fullest extent permitted by law. Company's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Limitations of Liability. The Released Parties are not responsible for:

(1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest or Sweepstakes or Prizes; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest or Sweepstakes or Prizes; (4) technical or human error which may occur in the administration of the Contest or Sweepstakes or Prizes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or Sweepstakes or Prizes or receipt or use, non-use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest or Sweepstakes or

Prizes, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest or Sweepstakes or Prizes, or any part of it, for any reason, Company, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Company reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

Disputes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with a Contest or Sweepstakes or Prizes, or any prizes awarded, other than those concerning the administration of the Contest or Sweepstakes or Prizes or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with a Contest or Sweepstakes or Prizes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the entrant's Mountain Radio Group radio station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Contest or Sweepstakes or Prizes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Company in connection with the Contest or Sweepstakes or Prizes, shall be governed by, and construed in accordance with, the laws of the state in which the entrant's Mountain Radio Group radio station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the entrant's Mountain Radio Group radio station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the entrant's Mountain Radio Group radio station is located.

Entrant's Personal Information. Information collected from entrants is subject to Company's Privacy Policy. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Company to be used, disposed of or destroyed in its sole discretion. Company is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to a Mountain Radio Group radio station website.

Sweepstakes Results. A list of winners may be obtained thirty (30) days after the conclusion of a Contest or Sweepstakes or Prizes by sending a self-addressed stamped envelope to the Sweepstakes Company identified below.

SWEEPSTAKES COMPANY: Mountain Radio Group Inc., 1710 Briargate Blvd., Ste 833, Colorado Springs, CO 80920 Attn: Contests and Sweepstakes.