

## CBS RADIO'S John Mayer Beach House Party Sweepstakes

### Official Rules

***NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES AND WASHINGTON, DC, WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN ALASKA, HAWAII, PUERTO RICO, GUAM AND IN ALL U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED BY LAW.***

#### 1. How to Enter the Promotion:

- a. The CBS RADIO'S John Mayer Beach House Party Sweepstakes (the "Promotion") will begin at 12:00PM Eastern Time ("ET") on Monday, July 24, 2017 and end at 12:00PM ET on Friday, August 4, 2017 (the "Promotion Period"). The Promotion is sponsored by CBS Local Digital Media ("CBS Local").
- b. To enter users must visit <http://www.Radio.com/sweepstakes> and complete and submit an official online entry form during the Promotion Period. No purchase is necessary. **Only one (1) entry per person per twenty-four (24) hour period is permitted regardless if entrant has more than one email address.**
- c. Multiple participants are not permitted to share the same email address, and only one email address may be used per entrant. Entries submitted may not be acknowledged. The use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by CBS Local. CBS Local's computer system is the official time keeping device for this Promotion. Entry 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. Entry materials that have been tampered with or altered are void.

#### 2. Eligibility Restrictions:

- a. The Promotion is open to legal U.S. residents living in the forty-eight (48) contiguous United States and Washington, DC, who are 21 years of age or older at time of entry. Void in Alaska, Hawaii, Puerto Rico, Guam and in all U.S. Territories and Possessions and where prohibited by law. Employees of Columbia Records, CBS Local and its respective parent, subsidiary and affiliated entities (collectively, "Promotion Entities"), their advertising, programming and development, and promotional agencies, prize suppliers, distributors, and participating sponsors, other television and radio stations in any market, and the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of

each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

- b. Entrants are required to provide truthful information and CBS Local will reject and delete any entry that it discovers to be false or fraudulent. CBS Local will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.
3. Prizes:
- a. One (1) Grand Prize will be awarded in this Promotion. The Grand Prize is a trip for two (2) people to Boston, MA and includes the following: (i) roundtrip coach or economy airfare for the Grand Prize winner and one (1) guest (age 21 or older) from a major airport near the Grand Prize winner's residence to a Boston, MA area airport (as solely selected by the Promotion Entities or their designee) departing on Saturday, August 19, 2017 and returning on Monday, August 21, 2017; (ii) two (2) nights hotel accommodations for two (2) (one (1) room, standard double occupancy) at Intercontinental Boston Hotel (510 Atlantic Ave, Boston, MA 02210) checking in on Saturday, August 19, 2017 and checking out on Monday, August 21, 2017; (iii) two (2) tickets to the John Mayer Beach House Party on Sunday, August 20, 2017 on Cape Cod, MA; and (iv) roundtrip ground transportation from the hotel in Boston to the beach house in Cape Cod on Sunday, August 20, 2017. The Approximate Retail Value ("ARV") of the Grand Prize is \$1,750.00. Actual Grand Prize ARV may differ depending on origination airport and airfare in effect at time of travel. Actual dates of travel shall be based on availability at time of booking. A total of one (1) Grand Prize will be awarded nationally during the Promotion Period. The Promotion Entities reserve the right to substitute ground transportation for airfare if winner resides within 100 miles of Boston, MA and any difference in value will not be awarded.
  - b. **Prize does not include items or expenses not specified, such as departure taxes, additional ground transportation, optional travel insurance, room service, parking fees, laundry service, gratuities, food, beverages, merchandise, souvenirs, etc.** Travel arrangements must be made through CBS Local or its designee. If the winner cannot travel on date(s) specified by CBS Local the winner may be disqualified, and an alternate winner may be selected (time permitting) at CBS Local's sole discretion. The winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents and government issued photo identification. Airline regulations apply. The winner may be required to present a valid credit card upon hotel check-in to cover any incidental expenses incurred during the winner's stay. The winner and guest(s) must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. Tickets valid only on the date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party.

Ticket and seat assignments may be based on availability and are selected solely at the discretion of the Promotion Entities. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement, or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unwanted elements of the prize(s). CBS Local or the event coordinators, in their sole discretion, reserve the right to deny entry to or to remove the winner and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related events.

- c. The winners will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of their prize. The prizes are awarded as is. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law.
  - d. No more than the total number of prizes specified in these official rules will be awarded. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Promotion Entities are not responsible for the safe arrival of a prize or prize certificate.
  - e. Prizes are not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by CBS Local (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. CBS Local is not responsible for winners' limitations that prevent acceptance or use of prize. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply. Prizes may not be substituted for or redeemed for cash.
4. Selection of Winners:
- a. Decisions of CBS Local with respect to the Promotion are final.
  - b. One (1) potential will be selected by CBS Local in a random drawing of all valid entries received during the Promotion Period. A maximum of one (1) prize will be awarded nationally over the entire Promotion Period. Odds of winning depend upon

the number of valid entries received during Promotion Period. Random drawing will be held on or after Friday, August 4, 2017.

- c. Potential winners will be notified by email and/or by phone. Prizes will be awarded only upon confirmation of eligibility. Winners must execute and return any required affidavit of eligibility and/or liability/publicity release within two (2) days of winning or the prize will be forfeited, and, if applicable, an alternate winner may be selected as described above (time permitting). 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.
5. Conditions:
- a. Payments of all federal, state and local taxes are solely the responsibility of the winners. Each 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 CBS Local in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported by CBS Local to the IRS.
  - b. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's permission for the Promotion Entities or their agents to interview the winner(s), to photograph, film, and record each winner, and to use in commerce and in any media his/her name, address (city and state), biographic information, likeness, photograph, audio or video recording, and/or any statements made by him/her regarding the Promotion Entities, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. Each winner agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
  - c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's agreement to release, discharge, and hold harmless the Promotion Entities, CBS Local, their respective parent, subsidiary and affiliated entities, their advertising, programming and development, and promotional agencies, prize suppliers, and participating sponsors, other television and radio stations in any market and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") 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, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance and/or use or misuse of prize or participation in any

Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, CBS Local reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, CBS Local reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. 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(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize 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.
- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at CBS Local's discretion. CBS Local's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. CBS Local, in its sole discretion,

reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If CBS Local makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, CBS Local may disqualify that entrant from entering and/or winning this and any or all future CBS Local-administered Promotions and seek damages to the fullest extent permitted by law.

- g. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, CBS Local 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(s).
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize(s) shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"). Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of participant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without giving effect to the conflict of laws rules thereof.
- j. To obtain a copy of the Official Rules and/or winner's list (specify which) send a self-addressed, stamped envelope (VT residents may omit return postage) to CBS RADIO'S John Mayer Beach House Party Sweepstakes Official Rules/Winners, c/o CBS Local Digital Media, 1271 Avenue of the Americas, 44th Floor, New York, New York 10020 for receipt by August 4, 2017.

Administrator and Sponsor: CBS Local Digital Media, 1271 Avenue of the Americas, 44th Floor, New York, New York 10020.

Sponsor: Columbia Records, 550 Madison Ave, 24<sup>th</sup> Floor. New York, NY 10022

Prize Provider and prize fulfillment provided by CBS Local and Columbia Records.