

OFFICIAL CONTEST RULES
Magic 105.3 KSMG FM

Overview: The following contest rules will apply to all contests on **Magic 105.3 KSMG FM** unless otherwise substituted for specific contests for **Magic 105.3 KSMG FM** and (“Sponsor” or “Magic 105.3/ KSMG FM”). The prizes offered will be announced on **Magic 105.3 KSMG FM** and described in applicable Official Rules.

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

2. **Eligibility.** Subject to the additional restrictions below, The Contest is open to legal U.S. residents of the Texas counties of Atascosa, Bexar, Bandera, Comal, Guadalupe, Kendall, Medina, and Wilson. Persons who are 18 years or older at the time of entry, possess a valid government issued ID, and are physically located in above indicated counties at the time of entry. Employees of **Cox Media Group** (“Sponsor”), any participating sponsors, and each of **their** respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.
No person may win a prize more than once in any given contest, and only (1) one winner may win per household. For purposes of all contests, a “household” includes all persons who are domiciled with an entrant, regardless of family relation.

Maximum one (1) entry per person and per email address or per phone number during the Sweepstakes Period. No person will be allowed to participate in a contest on another person’s behalf. Each participating entrant must provide their own name and personal information. If an entrant uses a false name or presents a false identification, they will be immediately disqualified from the contest and will be ineligible to win any prize, and such conduct may result in legal ramifications. Eligibility decisions will be made by Sponsor in their sole discretion. All decisions of Sponsor are final and binding in all respects. By participating in a Sponsor contest participant acknowledges that they understand and will abide by conditions set forth in these contest rules.

3. **How To Enter.** Sponsor will be the official timekeeper for the Sweepstakes.

On Air Entry: To enter, listen to the **Magic 105.3 KSMG FM** radio broadcast during the Sweepstakes Period. Every day during the Sweepstakes Period, Sponsor will announce the cue to call. When you hear the announcement, call Sponsor’s Sweepstakes Line at 210-470-**5674** and to try to be the announced caller. Subject to verification of eligibility and compliance with these Official Rules, the designated and announced number (#) person to call Sponsor’s Sweepstakes Line, as solely determined by Sponsor, will become a finalist/ winner.

To qualify as a finalist/ winner, (a) you must be listening to the Show at the time the announcement is broadcast; (b) you must be declared by Sponsor to be the designated and announce number (#) person to call Sponsor’s Sweepstakes Line at 470-**5674**; and (c) you must comply with all other terms and conditions of these Official Rules. Telephone calls will be taken by Sweepstakes operators in the order they are received, and the operators will count the number of calls received after each on-air Sweepstakes announcement to determine the designated number (#) caller. The determinations of Sponsor and Sweepstakes operators will be final and binding in all respects.

Enter as often as you like, provided that automatic telephone dialing equipment or other software or computer assisted dialing equipment is prohibited and will result in disqualification.

Listeners accessing Sponsor's radio station audio via IP connections like website-based streaming or mobile devices are welcome to enter. However, Sponsor cannot be responsible for delays in electronic transmission of station audio to IP devices. By entering this Sweepstakes, listeners acknowledge and agree to this specific provision of these Official Rules. In addition, Sponsor will not be responsible for loss of service to the Sweepstakes Line or for a participant's failure to reach the Sweepstakes Line due to malfunction of any network or system, congestion, any technical or human error, failures or malfunctions of any kind, including the congestion, overload, busy signals, or any other factor that may prevent an individual from completing his/her phone call. In the event of interruption of power or telephone service to Sponsor during a call-in period of the Sweepstakes prior to accepting the designated number (#) caller, or a change in programming that results in Sponsor's inability to air a call-in opportunity, Sponsor will not replay the affected call-in opportunity and the number of Finalists/ winner opportunities awarded in this Sweepstakes will be reduced accordingly. If a announced number (#) caller is ineligible, or fails to comply with any term of condition of these Official Rules, that caller will be disqualified and no finalist/ winner will be selected during that call-in period.

Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

Text Entry: In the case of a text based contest, **Magic 105.3 KSMG FM** will announce to text a designated "key word" to the short code 38401. The announcement will also include how the winner(s) will be picked either (a) randomly or (b) a specific numbered text message (example, text number 100 wins the contest). **Magic 105.3 KSMG FM** reserves the right to utilize "**Magic**" as a text based contest key word. Texting "**Magic**" to 38401 will automatically join that phone number in the **Magic 105.3 KSMG FM** text message database (**Magic 105.3** text database). When using "**Magic**" as a contest key word, **Magic 105.3 KSMG FM** reserves the right to pick a random winner from all who are active in the text database including people who joined during previous contest episodes not only those who chose to participate in the current/specific contest(s).

Standard text message rates may apply, see specific wireless carrier for details. To opt out of the text club text the word "stop" to 38401, for help text the word "help" to 38401.

Internet Entry: Enter by visiting the **Contest** official registration page at www.Magic1053.com and completing all of the required information and following all posted instructions. *Note: all entrants must first register for a user id and password before you can enter this sweepstakes on the site.* To obtain a user ID and password, Click on New User: Register Now. Then you will be asked to provide us with (at a minimum) your first and last name, your birth date, gender, a 4-10 character username (of your selection), a 4 to 10 character password (of your selection), a valid email address, and a valid phone number. You must also read and accept our terms of service, type in a code verification and hit Submit to finalize your registration. Upon completion, you will receive a registration confirmation email sent to the valid email address you provided in the registration process. When you receive the email you will need to click on the link to confirm your registration. Once you click on the link, it will send you a follow up email confirming your user ID and a direct link to the sweepstakes you wish to enter. Once you secure your user ID and password, you will use that to enter the sweepstakes when prompted to enter your user ID and password. By participating in the Sweepstakes, you agree to be bound by Sponsor's Visitor Agreement (http://www.Magic1053.com/visitor_agreement/) and Privacy Policy (http://www.Magic1053.com/privacy_policy/), which are hereby incorporated by reference.

Multiple entries by means of software-generated or other automated processes will be disregarded. The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in

participant's disqualification. Incomplete, forged, altered, automated, mechanically-reproduced, lost, late, misdirected, garbled or illegible entries will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Sweepstakes application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Sweepstakes eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

Maximum 1 (one) entry per contest period per person, per email address, per phone number.

Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes using any entry method.

4. **Prizes, Winner Selection and Odds.**

An individual may win prizes up to a value of \$600. Once a prize value of \$600 is reached the individual will not be eligible to win a prize for 30 days from the date their prize value reached \$600. An individual may not win the same contest more than one time.

All cash prizes will be issued in the form of a check from Cox Media Group. When cash is won, the winner will be required to come in person to 8122 Datapoint Drive during a week day during the hours of 8:30 a.m. (C.S.T.) to 5:30 p.m. (C.S.T.) to provide his/her valid Social Security Number to Sponsor for tax purposes, complete an IRS W-9 form, sign a prize release, and present a government issued id in order to claim their prize. No exceptions will be allowed when claiming a cash prize. After all paperwork is completed, it may take up approximately eight to twelve weeks to receive the check in the mail.

Prizes may be fulfilled if not in house within approximately eight to twelve weeks after the conclusion of the Sweepstakes. All prizes are non transferable and may be claimed in person by only the person who is the winner.

If prize is an electronic device, the ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Winners will not receive difference between the actual retail value at the beginning of the Sweepstakes and the actual retail value at the time of prize delivery.

If the prize involves a gift card, Gift card issuer terms and conditions may apply.

If the prize involves tickets to a sporting event, concert, expo, performance, or other limited-time event, No refund or compensation will be paid in the event of the cancellation or delay of the "Trip/Event", or any portion thereof. Sponsor will not be liable if the Trip/Event, or any portion of it, is cancelled or delayed. Sponsor may, in its sole discretion, attempt to reschedule for a future trip/event. Trip/Event tickets are subject to certain terms and conditions as specified by issuer. The terms and conditions of the Trip/Event tickets may govern if the Trip/Event is cancelled due

to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen Trip/Event tickets, vouchers, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor.

Limit: One (1) prize per person, per household, per contest. A person may only enter using one email address or one phone number.

Odds of becoming a Winner depend on the number of eligible participants who call to participate during a particular call-in period and the order in which calls are received, eligible participants who text to participate during a particular text-in period and the order in which the texts are received, and/ or eligible participants who submit online entries to participate during a particular online entry period and the number of entries received during that period.

When a text winner is selected, the owner of the phone number from which the text entry is sent will be contacted and pending they meet all eligibility restrictions will be awarded the prize. Prizes will not be awarded to a different person to whom the phone number does not belong to.

6. **Winner Notification and Acceptance.**

To claim his/her prize, the potential winner must visit in person Sponsor's office located at 8122 Datapoint Drive Ste. 600 San Antonio, TX 78229 within 30 days after notification (office visits must be between the hours of 8:30 a.m. (C.S.T.) to 5:30 p.m. (C.S.T.) weekdays) and must present a valid government-issued photo ID and give social security number.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period. Sponsor will conduct up to 2 alternate drawings, after which the prize will remain unawarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. **Publicity.** Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Sponsor and its licensees of his or her name, biographical information and likeness in any media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation.

8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Sweepstakes judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.
9. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, COX MEDIA GROUP, INC., COX ENTERPRISES, INC., THEIR SPONSORS, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.
10. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEB SITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (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 SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes indicated online or announced on air is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other

reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Limit: One (1) prize per person, per household, per contest. A person may only enter using one email address or one phone number.

12. **Sponsor.** The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes.

For a copy of the Official rules, send a self-addressed, stamped envelope to “(name of contest/ Official Rules” (as applicable), to 8122 Datapoint Drive, Suite 600 San Antonio, Texas 78229 or visit **www.Magic1053.com**. If you have any questions regarding this Sweepstakes, please contact **Magic 105.3** Promotions at 210-615-5400.