

LISTEN & CALL TO WIN CONTEST RULES
Houston's Eagle

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 on air contest (the "Sweepstakes") is open to legal U.S. residents (excluding Puerto Rico) who are 13 years or older (or the correct age limit depending on the prize) at the time of entry and residents of the state of Texas. Employees of Cox Media Group ("Sponsor"), and each of its 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.
3. **How To Enter.**
On Air Entry: To enter, listen to the Houston's Eagle 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 713-343-1075 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 713-343-1075; 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 an 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.

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.

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 1990 Post Oak Blvd, #2300, Houston, during a week day during the hours of 9:00 a.m. (C.S.T.) to 5:00 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.

If the prize involves a travel package, All expenses and incidental travel costs not expressly stated in the prize package description above, including costs of meals, parking, ground transportation, gratuities, transportation to and from airport, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, and all other expenses not specified above, are the sole responsibility of Grand Prize winner. Prize may be subject to blackout periods, and other restrictions may apply. Travel is subject to the terms and conditions set forth in this Sweepstakes and those set forth by the Sponsor's airline carrier of choice, as set forth in the passenger ticket contract. Grand Prize winner and guest are responsible for obtaining any insurance (including but not limited to, any travel or health insurance).

The ARV of the trip package may vary depending on location of major airport nearest to winner's home, travel itinerary, and costs of air transportation at time of award. Grand Prize winner will not receive the difference (if any) between actual and estimated retail value. If, in the sole judgment of Sponsor, air travel is not required due to the Grand Prize winner's proximity to the prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion.

Grand Prize winner and travel companion are responsible for obtaining identification documents necessary for travel. Grand Prize winner may be required to present a credit card at time of hotel

check-in. Grand Prize winner and travel companion must travel on identical itinerary. Unless a child of the Grand Prize winner, guest must be at least eighteen (18) years of age as of the date of departure. If Grand Prize winner does not designate a guest in accordance with these Official Rules, no consideration will be provided to the Grand Prize winner for the value of the guest's portion of the prize package. Grand Prize winner will be required to pay any flight transfer fees imposed by the airline carrier. No credit or cash will be given for any unused portion of the Grand Prize.

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.

6. **Winner Notification and Acceptance.** To claim his/her prize, the potential winner must personally visit Sponsor's offices at 1990 Post Oak Blvd, #2300, Houston, TX 77056 within the time frame given to the winner on air. Office visits must be between the hours of 9 a.m. (C.S.T.) and 5 p.m. (C.S.T.) weekdays and must present a valid government-issued photo ID.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned the day of claiming the prize. Persons traveling as a guest of the Grand Prize winner must also sign any affidavit or release that Sponsor may require.

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.

Prizes won by minors will be awarded to the winner's parent or legal guardian, who must sign any affidavit or release required by Sponsor. If Grand Prize winner is a minor, then his/her guest must be his/her parent or legal guardian. A legal guardian must provide written proof of guardianship.

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., 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 stated in these Official Rules 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.

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 these Official Rules, visit www.houstonseagle.com or send a self-addressed, stamped envelope to “(Name of Contest)/Official Rules” (as applicable), 1990 Post Oak Blvd, #2300, Houston, TX 77056. If you have any questions regarding this Sweepstakes, please contact Lisa Searcy at 713-963-1200.