

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

Mix 104.1's "MIX BEACH HOUSE: SUMMER TICKETS ON THE 20'S" Contest  
Official Contest Rules

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

1. HOW TO ENTER

- a. These rules govern the "Mix Beach House: Summer Tickets on the 20's" promotion (the "Promotion"), which is being conducted by WBMX ("Mix 104.1" or "Station"). The Promotion begins on Monday, May 22, 2017, and ends on Wednesday, June 28, 2017 (the "Promotion Dates").
- b. To participate in the Promotion, entrant may enter online, by phone or on-site. Online entry begins on Monday, May 22, 2017, at 7:00 a.m. Eastern Time ("ET") and ending on Monday, June 26, 2017, at 11:59 p.m. ET (the "Online Entry Period"); enter by phone by listening to the Station on-air between the hours of 8:00 a.m. ET and 6:00 p.m. ET every day beginning on Monday, May 22, 2017, and ending on Tuesday, June 27, 2017 (the "On-Air Entry Period"); or enter to win at two sponsorship events as noted below.
- c. To enter online, visit [www.mix1041.com](http://www.mix1041.com) and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Online Entry Period. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Limit one (1) online entry every twenty-four (24) hour period per eligible person during the Online Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. All online entries must be received by 11:59PM ET on Monday, June 26, 2017.
- d. To enter on-air, listen to the Station during the On-Air Entry Period between the hours of 8:00 a.m. ET and 6:00 p.m. ET every day beginning on Monday, May 22, 2017, and ending on Tuesday, June 27, 2017 for the announcement of the cue to call at approximately :20 past the hour. Upon hearing the cue to call, the fourteenth (14th) caller to get through to the Station contest line at 617.931.1234 will win a Qualifying Prize and will be qualified for a chance to win the Grand Prize, upon confirmation of eligibility. At the time of entrant's call, entrant will be

required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will be a winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a Qualifying Prize winner only once.

- e. To enter on-site, visit The Revere Hotel located at 200 Stuart St, Boston, MA 02116 on June 2, 2017 from 5:00-7:00 p.m. ET OR Trader Ed's at Hyannis Marina located at 1 Willow Street, Hyannis, MA 02601 on June 30, 2017 from 9:00-11:00 p.m. ET and enter to win (via an enter to win slip) (available while supplies last), legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on an official entry form and place the completed entry form in the dedicated collection box. P.O. Boxes are not permitted. All entries must be received by the close of the event on the date of each on-site event. Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification. Limit one (1) on-site entry per eligible person during the Event Period. Entry into the on-site events will be free of charge.
- f. Each person may be a Qualifying Prize winner only once, regardless of method of entry.
- g. There will be a maximum of three hundred seventy three (373) Qualifying Prize winners selected (a maximum of three hundred seventy (370) selected on-air, one (1) selected from online entries, and two (2) selected from on-site. On-site winner must be present to win) and one (1) Grand Prize winner selected during the Promotion Dates.
- h. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays of any nature.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are legal U.S. residents 21 years of age or older at the time of entry and who reside in Massachusetts, New Hampshire or Rhode Island. Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Atlantic Records, Cumberland Farms, Inc., White Claw Hard Seltzer, Bacardi Bana Rum, the Station, CBS Radio Inc., each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities") and other radio

stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) 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. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

- b. Persons are eligible to win a "material prize" ("material prize" is any prize valued at \$50 or more or tickets individually valued at \$25 or more) in a Promotion conducted by the Station only once every thirty (30) days, and listeners are eligible to win a prize in a Promotion conducted by the Station only once every six (6) months if the prize is valued over \$600. Only one (1) winner per household is permitted to win in any Station-conducted promotion.
- c. Each winner may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

### 3. PRIZES

- a. A maximum of three hundred seventy three (373) Qualifying Prizes will be awarded in this Promotion (a maximum of three hundred seventy (370) on-air winners; one (1) online winner; and two (2) on-site winners). Each Qualifying Prize will be a minimum of two (2) tickets or passes to attend local events or attractions, including but not limited to concerts, amusement parks and movies. Each Qualifying Prize event will be selected at the sole discretion of the Station. On-air Qualifying Prizes will be announced prior to the cue to call. The online Qualifying Prize will be described on the online contest page. The Approximate Retail Value ("ARV") of each Qualifying Prize will range from \$25 to \$500 (as described on-site and on-air). Each Qualifying Prize winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Qualifying Prize. Each Qualifying Prize is awarded as is. Any ticket/pass will be subject to the terms and conditions as set forth by the issuer of the ticket/pass. Tickets/passes are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets/passes be replaced if lost or stolen. Qualifying Prize tickets/passes are valid only on the date(s) printed on the tickets/passes. Tickets/passes may not be sold to a third party. 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 Qualifying Prize winner(s) will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the Qualifying Prize winner(s) 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 any Qualifying Prize event.

- b. A maximum of one (1) Grand Prize will be awarded in this Promotion. The Grand Prize consists of the following:
  - i. Leased use of a beach house by Grand Prize winner and up to five (5) overnight guests in Bourne, Massachusetts on Cape Cod from 3:00 p.m. ET on Saturday, July 8, 2017, through 10:00 a.m. ET on Saturday, July 15, 2017. Mix 104.1 will “take over” the beach house on Friday, July 14, 2017 during the Ed Sheeran Performance.
  - ii. One (1) twenty (20) minute acoustic performance by Ed Sheeran provided by Atlantic Records subject to artist’s availability, at the beach house on July 14, 2017 at a time to be determined by the Station (“Performance”). Grand Prize winner may invite up to twenty (20) guests (not including winner) to attend the Performance. Grand Prize winner must acknowledge that other winners from CBS Radio Markets and radio station event sponsors and guests will be in attendance at the Beach House Performance.
  - iii. To claim the Grand Prize, Grand Prize, **winner must agree to enter into a standard lease allowing for use of the beach house and requires the Grand Prize winner to put down a \$1,000 security deposit.** Grand Prize winner must agree to specific terms of lease and adhere to all rules and regulations pertaining to renting the home, including, without limitation: no pets; placement of trash and recycling outside by 8:00 a.m. ET on Wednesday morning; and linens washed and folded in a pile. Grand Prize winner will be solely responsible for damages to or losses at the beach house except normal wear and tear and unavoidable casualty. If Grand Prize winner cannot or will not enter into the lease, the Grand Prize will be forfeited and an alternate Grand Prize winner will be selected (time permitting) in a random drawing from among the remaining Qualifying Prize winner entries. Grand Prize ARV: \$6,000
- c. The Performance will be photographed and videotaped by Station personnel, and the Station may broadcast live from the Performance at the Station’s sole discretion. By attending the Performance, Grand Prize winner and each guest must consent to the use of any photos or videos taken during the event for advertising/publicity purposes without further compensation.

- d. Grand Prize winner will be solely responsible for all taxes, insurance liability and all other fees and expenses not specified herein associated with the receipt and use of the Grand Prize. The Grand Prize is awarded as is. 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 Grand Prize winner will be to award the remaining available elements of the Grand Prize and no substitution or compensation will be provided for the unawarded elements of the Grand Prize. The Station, in its sole discretion, reserves the right to deny entry to or to remove the Grand Prize 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 any Grand Prize event.
- e. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. The Qualifying Prize winners will forfeit any prize or prize certificate not claimed within ten (10) days of winning, or by the last business day prior to the event date listed on the ticket/pass, whichever is earlier. The Grand Prize winner will be required to claim the Grand Prize and complete paperwork by 1:00 p.m. ET on June 29, 2017. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station may opt to deliver the prize to the winner by mail or overnight courier solely at its discretion. In the event that the Station delivers the prize to the winner by mail or courier with the winner's consent, the winner assumes the risk of the prize's loss, damage or delay.
- f. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (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. 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. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). The Prize(s) is provided as is. Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply. Other restrictions may apply.

#### 4. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.

- b. Up to three hundred seventy three (373) potential Qualifying Prize winners will be selected as described above. Up to three hundred seventy (370) potential Qualifying Prize winners will be selected on-air. The Station will notify each potential Qualifying Prize winner at the time of their call. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases.
- c. On Tuesday, June 27 2017, at approximately 12:00 p.m. ET, one (1) potential Qualifying Prize winner will be randomly selected from among all eligible online entries received during the Online Entry Period. The Qualifying Prize winner will be notified by a Station representative by email promptly following the drawing.
- d. On Friday June 2, 2017, at approximately 7:00 p.m. and on Friday, June 30, 2017, at approximately 11:00 p.m. ET, one (1) potential Qualifying Prize winner will be randomly selected from among all eligible entries received during each on-site event. The Qualifying Prize winner will be notified immediately while on-site at the event. The potential prize winner must be present to win. The potential winner(s) must come forward within two (2) minutes of his or her name being announced onsite to claim the prize. If a potential winner does not come forward within the two (2) minute timeframe, then the potential winner forfeits the prize and the Station will select (time permitting) an alternate winner in a random drawing of all remaining entries until a winner is determined. Station will be the timekeeper for this Promotion at its sole discretion.
- e. On Wednesday, June 28, 2016, at approximately 7:00am ET, one (1) potential Grand Prize winner will be randomly selected from among all three hundred seventy three (373) Qualifying Prize winners. The potential Grand Prize winner will be notified by Karson and Kennedy from the Mix Morning Show by phone promptly following the drawing.
- f. Odds of winning a Qualifying Prize on-air depend upon the number and order of calls received or the number of valid entries received online or on-site for each respective drawing. Odds of a Qualifying Prize winner winning the Grand Prize are approximately 1:373.
- g. On-Air contestants must listen to the Station to win a Qualifying Prize but need not be present to win a Qualifying Prize. Online contestants need not listen to the Station or be present to win a Qualifying Prize. On-site contestants need not listen to the Station but must be present at the event at the time of the drawing to win.
- h. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential Qualifying Prize winner(s) will be required to respond to such notification attempt and execute and return an affidavit of acceptance, eligibility, liability and publicity release within ten (10) days of such notification or notification attempt or by the

last business day prior to the event date listed on the ticket/pass (whichever is earlier) or Qualifying Prize(s) will be forfeited and an alternate Qualifying Prize winner will not be selected. The Grand Prize winner must execute and return any required affidavit of eligibility and/or liability/publicity release by 1:00 p.m. ET on June 29, 2017, and must agree to enter into a standard lease allowing for use of the beach house, or Grand Prize(s) will be forfeited and an alternate Grand Prize winner will be selected (time permitting) in a random drawing from among the remaining Qualifying Prize winners. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the required fully-executed 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(s). The Promotion Entities are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may 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(s) and 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(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) 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(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce, advertising and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, except where prohibited by law. Each winner (and guest, if applicable) 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(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and

hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded 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 delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, 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, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station 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 or text message 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 the Station's discretion. The Station'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. The Station, 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 the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- g. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. 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, the Station 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). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- 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) awarded 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"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by the first business day following

the end of the Promotion Dates to “MIX BEACH HOUSE: SUMMER TICKETS ON THE 20’S – Official Rules,” Attn: Promotions, Mix 104.1/WBMX(FM), 83 Leo Birmingham Parkway, Boston, MA 02135. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked “MIX BEACH HOUSE: SUMMER TICKETS ON THE 20’S – Winner List.” The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and online at mix1041.com.

6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station’s Terms of Use Agreement and to the use of entrant’s personal information as described in the Privacy Policy located at mix1041.com. In the event of conflict between the Station’s Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

**Administrator:**

Mix 104.1/WBMX(FM), 83 Leo Birmingham Parkway, Boston, MA 02135;  
CBS Radio, 1071 Avenue of the Americas, 44<sup>th</sup> Floor, New York, NY 10020.

**Sponsors:**

Atlantic Records; 1290 Ave of the Americas New York, NY 10104;  
Cumberland Farms, Inc; 100 Crossing Boulevard, Framingham, MA 01702;  
White Claw Hard Seltzer; 328 South Jefferson Street, Chicago, IL 60661; and  
Bacardi Banana Rum; 2701 Le Jeune Road, Coral Gabels, FL 33134.