

Contest Name: Borden Cheese Home for the Holidays Contest (the "Contest")

Station: iHeartMedia (the "Station")

Station Address: 32 Avenue of the Americas, Floor 2, New York, NY 10013

Telephone: 212-377-7900

Sponsor: Borden Cheese & Henson Consulting

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THIS SKILL CONTEST IS INTENDED FOR ENTRY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

This Contest is open only to individuals who are legal residents of the 50 United States or the District of Columbia, who are at least 18 years of age or older. If you are not a legal resident of the United States, or you are not the required age as of time of entry, you are not eligible to participate in this Contest or to win a prize. Company and Contest Entities (both as defined below), individuals from all other radio and television stations, and members of the immediate family of any such persons are not eligible to participate or win. The term "immediate family" includes spouses, siblings, parents, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

**Void where prohibited or restricted by law.**

iHeart Media + Entertainment, Inc., its subsidiaries, affiliated companies, divisions, and individual stations, the Station, iHeartRadio and iHeartMedia (collectively, the "Company") will conduct the Contest substantially as described in these official Contest rules. "Contest Entities" shall be collectively be referred to herein to mean any party or entity associated in any way with the Contest, including but not limited to Company, Sponsor, Dairy Farmers of America, Inc., individual participating Stations, the Contests' sponsoring organizations, any third party prize provider(s) and/or prize fulfillment service, and each of the foregoing's respective parents, subsidiaries, affiliates, officers, directors, and each of their employees, talent, artists, volunteers, agents, shareholders, and contractors.

**By participating, each entrant (and if eligible minors, their parents/legal guardians) agrees as follows:**

The Company may from time to time conduct promotions concurrently and simultaneously on several participating radio stations owned and not owned by the Company, and in various States, and the Company may add or remove participating stations or change call letters of any participating station at any time during a promotion as announced on the affected station. For a list of participating stations and/or a copy of the official Contest rules, please visit the office of the Station during normal business hours or send your request by mail to the above address.

The Contest is administered by the Company and any questions, comments or complaints regarding the Contest must be directed to the Company.

**1. DESCRIPTION OF CONTEST/PARTICIPATION.**

**Dates of Contest:** Contest will begin on Sunday, November 19, 2017 at 12:00:00 am (ET) and end on Friday, December 8, 2017 at 11:59:59 pm (ET) ("Contest Period"). Registration to submit an online entry will begin on Sunday, November 19, 2017 at 12:00:00 am (ET) and end on Friday, December 8, 2017 at 11:59:59 pm (ET) ("Entry Period"). The Entry Period in which entrants can submit a Contest entry into the Drawing will be determined by the Entry Method as follows:

**How to Enter:** During the Contest Period, visit [www.bordenhomefortheholidays.com](http://www.bordenhomefortheholidays.com) (the "Website") and submit a short essay sharing why it's important to you to go home for the holidays in two hundred and fifty (250) characters or less. Then, complete and submit the entry form with all requested information (including your name, email address, phone number, address, date of birth, and/or any other information requested by Company) to receive one (1) entry into the Contest. Limit: One (1) entry per person/email address/household. Entries must contain all information requested and comply with all Content submission requirements set forth herein to be valid.

All Content (as defined in Section 6) submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must be two hundred and fifty (250) characters or less
- Content must include who you want to go home to see, where you want to travel, where you are located and why you want to go home;
- Content must comply with these Official Rules, any Terms of Service on the Company's website;
- Content must be uploaded/submitted in the format specified and must comply with the posting requirements set forth above and as posted on the Website;
- Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language;

- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about the Contest Entities, any of their respective products and/or services, or about any other people, products or companies;
- Content cannot infringe on or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses or street addresses, other than entrant's;
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant, except copyrighted materials owned by Sponsor, is grounds for disqualification from the Contest. Therefore, do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Sponsor);
- Content shall not include any background artwork, unless it is an original work of the entrant (any artwork, murals, etc. that can be seen in the Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein);
- Content cannot be abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Content cannot depict, and cannot itself, be in violation of any law; and
- Content must be socially acceptable and in good taste, as determined by the Sponsor in the Sponsor's sole discretion.

Entries are subject to any applicable restrictions or requirements listed herein. The Company is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete entries or communications, regardless of cause. Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Company for online entries. When applicable, the Company's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Incomplete entries or entries in excess of the above stated character limit will be declared ineligible. All entries become the property of Company and will not be receipt acknowledged or returned. Company's decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest.

**2. WINNER SELECTION:** On or about Monday, December 11, 2017, the Company will designate a panel of judges to determine the top two hundred (200) Contest winners from among all eligible entries collectively received during the Contest Period. Each entry shall be judged by the Company (or judges as selected by Company in its sole discretion) based on the following equally weighted criteria:

- Originality
- Creativity
- Capturing the elements in the second bullet point in Section 1 (i.e. who, where, why).

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Company, that the decisions of the Company is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Contest that participation may be required to be considered eligible.

Potential winner(s) are subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Company reserves at its sole discretion the right**

**to not award the prize or to determine an alternate winner or finalist (if applicable) in accordance with the official rules in the event that that any winner or finalist has been disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Contest events.**

The potential winner will be notified by phone at the phone number provided during registration. **ON MONDAY, DECEMBER 11, 2017, THE COMPANY WILL CALL THE POTENTIAL WINNERS THREE (3) TIMES WITHIN ONE (1) HOUR, STARTING AT (OR ABOUT) 12:00 PM ET. THE POTENTIAL WINNERS MUST ANSWER ONE OF THE CALLS. IF EACH POTENTIAL WINNER DOES NOT PICK UP ONE OF THE CALLS WITHIN THAT HOUR, THAT POTENTIAL WINNER WILL BE DISQUALIFIED AND COMPANY WILL SELECT THE NEXT POTENTIAL WINNER, WHO WILL ALSO BE NOTIFIED IN THE SAME METHOD ON THE SAME DAY. Company will not leave a voicemail or other message when contacting the potential winner.** Notification is deemed to have occurred immediately upon placing of a phone call. The Company is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Company is not obligated to, and will not, leave a voice mail, answering machine or other message. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winners, or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given upon, the entrant will automatically be disqualified and their prize will be forfeited.

As a condition of participating in the Contest, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Company and agree to the terms herein, including but not limited to the prize conditions. If eligible entrants include minors, a parent or guardian of such eligible minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. The potential prize winner and, if a potential prize winner who is an eligible minor in his/her state of residence, the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four (24) hours after the first (1st) delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner will be selected from among all remaining eligible entries based on the judging criteria. If entrant has not reached the age of majority in his/her primary state of residence at the time of entry into the Contest (19 years old if a resident of Alabama or Nebraska, 21 years old if a resident of Mississippi, and 18 years old in all other states), then entrant must obtain parental consent in order to be eligible to enter the Contest. Parental Consent occurs when the parent or legal guardian of a minor entrant who has not reached the age of legal majority in their residing state, grants permission for the minor entrant to participate and agrees on behalf of himself/herself and the minor entrant to these Official Rules. It is strictly prohibited for anyone who does not meet the age requirement at the time of entry to be allowed to participate in the Contest and no situation shall anyone under the age of thirteen (13) be permitted to enter the Contest at any time, under any circumstances.

3. **PRIZE(S).** No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. Company is not the supplier or guarantor of any prize, unless otherwise specified. Prize awards may be fulfilled by a third party fulfillment company. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s). The prize(s) that may be awarded to the eligible winner(s) are:

**PRIZE DESCRIPTION:**

Two Hundred (200) grand prize winners. Each grand prize winner will receive one (1)

- \$500 Visa Cash Gift Card

Visa gift cards are subject to terms and conditions as set by issuer. Visa and the Visa logo are registered trademarks of Visa U.S.A. Inc. Visa U.S.A. Inc. is not a Sponsor of or affiliated with this Sweepstakes.

All prizes provided by: iHeartMedia + Entertainment, Inc.

Approximate Retail Value ("ARV"): \$500 for each card, \$100,000.00 total for all prizes.

*Conditions and restrictions may apply.* Limit: One (1) prize per person/household for this Contest. Winner(s) and winner's household members cannot have won a prize through any Company promotion in the thirty (30) days prior to this Contest start date. **ALL PRIZES ARE AWARDED "AS IS" AND THE COMPANY DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.**

**Promotional cards shall include and herein be referenced as "promotional card(s)" collectively to any prefunded bank card, a gift card, an electronic gift card, stored-value card or certificate, a store card, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are**

**subject to terms, conditions and restrictions as set by issuer.** *\*Promotional cards are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. The promotional cards are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the promotional card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the promotional card. The promotional card cannot be redeemed for the purchase of other promotional cards. Except as required by law, the promotional card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor and Contest Entities are not responsible if any promotional card is lost, stolen, destroyed or used without permission. If the promotional card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.*

4. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Company determines (in its sole discretion) is or is attempting to: (i) tamper with the Company's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Company, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE COMPANY AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

The Company, its employees and agents, the Contest Entities, prize provider(s), sponsor(s), any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (3) 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; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Contest; or (5) technical or human error which may occur in the administration of the Contest or the processing of entries.

**You will not post, advertise or otherwise promote this contest on any online website, page or forum dedicated primarily to the exchange of information about sweepstakes or contests or participate in any commercial contest/Promotion subscription notification and/or entering services – any such posts will void your entries and you may be disqualified.**

The Company further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Contest and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Company, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or any other causes which effect the operation of the Contest or the rules of the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest and/or (ii) stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be broadcast on-air, when practical. In the event of termination of the Contest by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company.

5. **PUBLICITY; USE OF PERSONAL INFORMATION.** The Company will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Company's Privacy Policy located [here](#). By participating, where allowed by law, all winner(s) grant the Company permission to use their names, characters, photographs, voices, Content, and likenesses world-wide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner(s) further agrees that his/her name may be included in a publicly available winners' list. For iHeart's privacy policy, go to [iHeartRadio Privacy Policy](#).

6. **CONSUMER CREATED CONTENT REQUIREMENTS.**

If applicable, as used herein, "Content" includes and refers to all information, content, and material submitted by you in connection with the Contest (including, but not limited to writings, photographs, essays, images, hashtags, descriptions, and tags).

By submitting your Content, you warrant and represent that such Content: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) has not been copied from other, (e) does not infringe upon the rights of any person or entity (including such individual's and/or entity's copyrights, trademarks rights, rights of privacy or publicity or any other intellectual property), (f) that you have obtained permission from a person whose name, likeness or voice is used in the Content, and (g) and that publication of the Content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Released Parties from any claims to the contrary. Any entrant whose Content includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Company's use of such Content, in a form satisfactory to Company, upon request, prior to award of prize and/or naming of entrant as a winner. The Content submitted shall be 100% owned and controlled by the entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. The Company reserves the right to remove or void any Content that it deems to be in violation of these Official Rules, in its sole and absolute discretion.

By submitting Content you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Company or Contest Entities under any fiduciary or other obligation, that the Company is free to use and otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, the Company and the Company Entities do not waive any rights to use similar or related ideas previously known to Company or Company Entities, or developed by their employees, or obtained from sources other than you.

BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY COMPANY, IN COMPANY'S DISCRETION. In consideration for your participation in this Contest and for the opportunity to win a prize hereunder, you hereby grant the Company, the Contest Entities, and another authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publically perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the entrant.

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF THE COMPANY. The Company reserves the right to reject any Content, in its sole discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by the Company and/or Station for airing advertising. Any waiver of any obligation hereunder by Company does not constitute a general waiver of any obligation to entrants. Company reserves the right to waive the Contest Content requirements set forth herein in its reasonable discretion. Company reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her Content which fails to comply with the Content requirements prior to any judging or voting period. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WAS NOT EDITED BY COMPANY AND IS THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DOES NOT REFLECT THE VIEWS OF COMPANY OR THE CONTEST ENTITIES IN ANY MANNER. If you think that any Content infringes your intellectual property rights, click here if you wish to report it, contact us by mail at DMCA Designated Agent, c/o Legal Department, iHeart Media, Inc., 200 East Basse Road, San Antonio, TX 78209," by fax at (210) 832-3149, or by email at [dmca@clearchannel.com](mailto:dmca@clearchannel.com) and include the information required at [iHeartRadio Terms of Use](#), Section XXIII.

By accepting a prize, the winner(s) agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Company all of his/her right, title and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Company, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Content. Company reserves the right to alter, change or modify the winning Content, in its sole discretion. Upon request of Company, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Company, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Company fail to request the said assignment as stated, that shall not be deemed a waiver of Company's rights and Company may at a later time request the assignment.

7. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Contest, each entrant agrees (and agrees to confirm in writing) to release and waive any and all claims of liability against the Released Parties, including Dairy Farmers of America, Inc., from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release the Company, any participating Station, the Contest Entities, and, when applicable, the Contests' sponsor(s), prize provider(s), third party fulfillment service, and each of their respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Contest and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 5 prior to acceptance of the prize. The Released Parties are not responsible or liable to

any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. Upon awarding the prize, the Company will have no further obligation to winner.

8. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related fees, other costs or expenses related to prize acceptance and use not specified herein, regardless of whether such prize is used in whole or in part. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

9. **CONDUCT AND DECISIONS.** All decisions of the Company will be final and binding on all matters relating to this Contest. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners come forward seeking to claim the Prize, an alternate potential winner may be based on the judging criteria. Any reference in these Official Rules or as part of the Contest to the Company's and/or Station's "discretion" and/or any exercise of discretion by the Company or Station shall mean in Company's and/or Station's "sole and unfettered discretion." The Company further reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest; (ii) alter or amend these Contest rules at any time; and/or (iii) stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be broadcast on-air, when practical. The Company's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Company, any segment of the Contest is delayed, rescheduled, postponed or cancelled, the Company reserves the right, but not the obligation, to modify, suspend or cancel the Contest and shall not be required to award a substitute prize.

10. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Company shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

11. **MISCELLANEOUS.** Company reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These rules are designed to be fair and equal to all entrants. The Company disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of the participating Station during normal business hours or visit the Company's website. As a condition of participating in the Contest, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

12. **COMPLIANCE WITH LAW AND GOVERNING LAW**. The conduct of the Contest, and its Terms and Official Rules, are governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company and participating Station(s) shall follow the applicable laws for conducting Contest, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by applicable local and state law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrant and Company in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of San Antonio.