

OFFICIAL SWEEPSTAKES RULES

THIS SWEEPSTAKES IS BEING CONDUCTED ON PARTICIPATING STATIONS THAT ARE LOCATED IN VARIOUS STATES AND THEIR RESPECTIVE TIME ZONES. THERE WILL BE UP TO TWO (2) NATIONWIDE WINNERS.

Sweepstakes Name: 2023 Avocados from Mexico Z100 and KIIS-FM Jingle Ball Sweepstakes (the "Sweepstakes")

Participating Stations: SEE ATTACHED PARTICIPATING STATIONS – APPENDIX A (the "Station")

Questions/Issues: Customer Service: <https://help.iheart.com>

Promotion Partner: Avocados From Mexico ("Promotion Partner")

This Sweepstakes is sponsored solely by iHeartMedia + Entertainment, Inc. ("Sponsor"). Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor. For a copy of these Official Sweepstakes Rules, please visit <https://news.iheart.com/promotions/>

List of Winner(s): For the name(s) of the winner(s) send a stamped, self-addressed envelope, to: iHeartMedia + Entertainment, Inc., 2023 Avocados from Mexico Z100 and KIIS-FM Jingle Ball Sweepstakes at 125 West 55th Street, New York, NY 10019. Requests must be received by December 21, 2023 at 11:59:59 p.m. ET.

1. ELIGIBILITY. This Sweepstakes is open only to individuals who are legal residents of the 50 United States and the District of Columbia and who are 18 years of age (or the age of majority in the entrant's state of residence, whichever is older) at the time of entry ("Entrant").

The Sweepstakes is subject to all applicable federal, state, and local law and regulations. Void where prohibited or restricted by law.

Employees, contractors, officers and directors of Sponsor, its affiliates, Avocados From Mexico, Inc., parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, the Station, and any third party prize provider(s) and/or prize fulfillment service (collectively, the "Sweepstakes Entities"); individuals employed by any other radio and television station; and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win the prize.

Eligibility Frequency Limits: The Sponsor may set limitations on how frequently an individual can be eligible to win more than one (1) prize within a specified time period. For national sweepstakes/contests, an individual may win only once (1) every fifteen (15) days. However, the same individual may not win more than one (1) trip to a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

2. TIMING: Sweepstakes begins on November 6, 2023 at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET on November 20, 2023 ("Sweepstakes Period"). The Sponsor's computer is the official time-keeping device for this Sweepstakes.

DESCRIPTION OF SWEEPSTAKES/HOW TO ENTER.

Overview: During the Sweepstakes Period, visit the Promotion Partner's website: <https://avocadosfrommexico.com/> ("Promotion Partner's Website") to learn more about Avocados From Mexico Jingle Challenge. Entrants are encouraged to stitch/sequence the sticker peel into video on the Promotion Partner's Website or simply upload a video of yourself making bad news sound better by singing it to the melody of the official Avocados From Mexico jingle on their Instagram or TikTok accounts as outlined below. **Entries will not be judged.**

Instagram: To participate you must have an Instagram account. Accounts are free but subject to Instagram's Terms of Use ([Instagram's Terms of Use](#)). **Posting content to Instagram requires a mobile device. Message and Data rates may apply.** Please consult your wireless-service provider regarding its pricing plans. To enter:

- a. Upload a video of yourself making bad news sound better by singing it to the melody of the official Avocados From Mexico jingle;
- b. Use the hashtag #AFMJingleChallenge in your post;

- c. Entry must be completed on Instagram and you must include the hashtag, for your entry to be eligible into the Sweepstakes.
- d. The Sponsor reserves the right to hide or delete an entry comment for any reason.

TikTok: To participate you must have a TikTok account. Accounts are free but subject to TikTok's Terms of Service ([TikTok's Terms of Service](#)). **Posting content to TikTok requires a mobile device. Message and Data rates may apply.** Please consult your wireless-service provider regarding its pricing plans. To enter:

- a. Upload a video of yourself making bad news sound better by singing it to the melody of the official Avocados From Mexico jingle;
- b. Use the hashtag #AFMJingleChallenge in your post;
- c. Entry must be completed on TikTok and you must include the hashtag, for your entry to be eligible into the Sweepstakes.
- d. The Sponsor reserves the right to hide or delete an entry comment for any reason.

Limit: one (1) entry per person/social media platform / regardless of Method of Entry during the entire Entry Period. Multiple Entrants are not permitted to share the same Social Media Account.

In order for your entry to be valid, your Instagram or TikTok profile must be public and thus viewable by the Sponsor and its agents.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated Instagram or TikTok. You understand that you are providing your information to the Sponsor and not to Instagram.

Entrant must comply with Instagram Terms of Use at <http://instagram.com/legal/terms/>. All Entrants must have a valid Instagram account. You can create an Instagram account at no cost at <https://www.instagram.com/>. Entrants may not enter with multiple Instagram accounts, nor may Entrants use any other device or artifice to enter multiple times or as multiple registrants. Entries are subject to any applicable restrictions or requirements listed herein. The Sponsor 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, damaged, stolen, garbled, delayed, misdirected, or incomplete entries or communications, regardless of cause. Multiple Entrants are not permitted to share the same Instagram account. Should multiple users of the same Instagram account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned a Instagram account by Instagram, LLC or other organization which is responsible for assigning Instagram accounts or the domain associated with the submitted account. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor. The Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the above stated limit will be declared ineligible. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. All entries become the property of Sponsor and will not be acknowledged or returned.

Entrant must comply with TikTok Terms of Service at (<https://www.tiktok.com/legal/page/us/terms-of-service/en>). All Entrants must have a valid TikTok account. You can create a TikTok account at no cost at <https://www.tiktok.com/signup>. Entries are subject to any applicable restrictions or requirements listed herein. The Sponsor 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, damaged, stolen, garbled, delayed, misdirected, or incomplete entries or communications, regardless of cause. Multiple Entrants are not permitted to share the same TikTok account. Should multiple users of the same TikTok account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned a TikTok account by TikTok Inc. or other organization which is responsible for assigning TikTok accounts or the domain associated with the submitted account. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor. The Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the above

stated limit will be declared ineligible. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes

Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor, Promotion Partners or its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

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 your submission).

By submitting 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 others, (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), and (f) that you have obtained permission from a person whose name, likeness or image is used in the Content. Any such Entrant will indemnify and hold harmless, Released Parties (as defined herein) from any claims to the contrary.

By submitting Content you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Sponsor or Contest Entities under any fiduciary or other obligation, that the Sponsor 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 Sponsor and the Contest Entities do not waive any rights to use similar or related ideas previously known to Sponsor or Contest Entities, or developed by their employees, or obtained from sources other than you.

CONTENT MAY BE POSTED ON SPONSOR'S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. In consideration for your participation in this Sweepstakes and for the opportunity to win a prize hereunder, you hereby grant the Sponsor, Promotion Partner the Sweepstakes Entities, and another authorized on their behalf, an unlimited, 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 Content submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must comply with these Official Rules;
- The 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 infringe or violate any copyright, patent, trademark, trade secret, right of publicity, privacy right, 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;
- The 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 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
- The Content must be socially acceptable and in good taste, as determined by the Station in the Station's sole discretion.

By participating, you agree (a) to be bound by these Official Sweepstakes Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Sweepstakes; (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 Sweepstakes that participation may be required to be considered eligible.

3. WINNER SELECTION. On or about November 21, 2023, the Sponsor will randomly select two (2) potential Sweepstakes winner from among all eligible entries collectively received during the Sweepstakes Period.

Potential Sweepstakes winner(s) is subject to verification, including verification of eligibility. If an Entrant is unable to verify their information, the Entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

Winner Notification: All winners will be notified on or about November 21, 2023 via Direct Message and will be asked to log into Instagram and then privately provide additional contact information including an e-mail address. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within twenty-four (24) hours of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible Entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of Entrants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s).

As a condition of participating in the Sweepstakes, 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 Sponsor and agree to the terms herein, including but not limited to the prize conditions. The potential prize winner may (in Sponsor'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 delivery attempt to the Entrant's 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, in such event, the Sponsor may randomly select an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole discretion.

4. PRIZES:

Two (2) Grand Prize Winners: Each grand prize winner will receive a trip for two (2) to iHeartRadio Jingle Ball in New York **or** Los Angeles ("Prize"). The Prize includes:

- domestic round-trip coach airfare for the winner and one (1) eligible guest from the major commercial airport nearest winner's residence (as determined by Sponsor in its sole discretion) within the 50 U.S./D.C. to New York **or** Los Angeles;
- two (2) nights hotel accommodations in one (1) double occupancy, standard hotel room (location determined by Sponsor/Prize Provider in its sole discretion); and
- two (2) tickets to 102.7 KIIS FM LA Jingle Ball on December 1, 2023 at The KIA Forum or Z100's NYC Jingle Ball on December 8, 2023 at Madison Square Garden.

Approximate Retail Value ("ARV"): \$4,500

Total Overall Approximate Retail Value ("ARV"): \$9,000

Prize value may vary depending upon departure location and time of travel. Other restrictions apply.

Prize provided by: iHeartMedia + Entertainment, Inc.

Odds of Winning: The odds of winning the prize depend on the number of eligible entries received.

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 Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment entity.

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).

FOR CONCERTS AND OTHER TICKETED EVENTS: Any other expenses or items not specifically listed, including but not limited to, transportation, accommodations, meals, parking and souvenirs, are the responsibility of winner and/or winner's guest(s). If a guest(s) is a minor, the minor guest(s) must be accompanied by their parent or legal guardian. If the ticketed event or any portion thereof is postponed, rained out, canceled, or for other reasons beyond Sponsor's control does not occur, the Sponsor will not be responsible for replacing the ticketed portion of prize. Tickets are subject to certain terms and conditions specified thereon, and seat locations (if any) are as solely determined by Sponsor. Lost or stolen tickets will not be replaced. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the venue operator, prize provider or any other persons providing any prize-related services. If travel delays, cancellations or difficulty prevent arrival in time for the event, the Sponsor is not responsible for awarding any compensation in lieu thereof. Tickets must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner must present state authorized identification prior to being awarded the prize. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If prize is forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all space availability requirements established by the venue. Winner and guest(s) must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guest(s)) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event or in any other objectionable behavior. Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

TRIP PRIZE CONDITIONS: If airfare is included in the prize package, round-trip, coach class air transportation for winner and his/her guest(s) shall commence from a major commercial airport near winner's home to the destination. Actual value of trip may vary based on point of departure and airfare fluctuations. Selection of airline and hotel are solely within Sponsor's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner and guest(s). Travel for the trip awarded must take place on and/or within the designated dates and is subject to schedule and availability, alternative travel dates will not be provided. If the winner(s) is unavailable for travel on the designated dates, the specified or prize will be forfeited and may or may not be awarded to an alternate winner(s) at the sole discretion of the Sponsor. Exact travel dates and arrangements may be subject to availability whether specified or not. Winner and guest(s) must travel on same itinerary. IF THE WINNER IS ELIGIBLE, BUT A MINOR IN HIS/HER STATE OF RESIDENCE, THE GUEST MUST BE WINNER'S PARENT OR LEGAL GUARDIAN. A MINOR (DETERMINED BY THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE) MAY ONLY ACCOMPANY THE WINNER AS A GUEST IF THE WINNER IS THE MINOR'S PARENT OR LEGAL GUARDIAN. ALL MINORS MUST BE ACCOMPANIED AT ALL TIMES DURING TRIP (INCLUDING, BUT NOT LIMITED TO, IN-FLIGHT, HOTEL STAY AND ALL PRIZE-RELATED EVENTS) BY MINOR'S PARENT OR LEGAL GUARDIAN. Guest(s) must sign and return a travel release before any ticketing of travel occurs. Winner and guest(s) must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. If the trip requires traveling outside the United States, the winner, upon winning the prize, must have a valid US passport. If the winner does not have a valid US passport upon winning the prize, the trip may be forfeited and an alternate winner will be selected, in the Sponsor's sole discretion. In accordance with applicable laws, international travelers are required to possess a government issued passport, if a winner does not have or is unable to obtain a passport within any time constraints related to the prize, the winner will be disqualified. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. If in the judgment of the Sponsor, air travel is not required due to winner's proximity to the trip destination, ground transportation will be substituted for roundtrip air travel at the Sponsor's sole and absolute discretion. The difference in value will not be awarded to the prize winner. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Additional prize award details and travel information to be provided to the winner at the time of notification. Winner and guest(s) will be required to complete and return the applicable forms and releases. Winner must sign a prize acceptance form, provide the information for their guest(s) which must be at least of the legal age of majority in their state, a W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted) signed by both the winner and guest(s). Winner(s) and guest(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. If a winner cannot be contacted or is disqualified, the Sponsor reserves the right to determine an alternate winner in its sole discretion. Unclaimed prize(s) will not be awarded. Certain travel restrictions and blackout dates may apply. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned herein are solely the responsibility of the winner. If, for any reason, any part of

the trip package is canceled or shall become unavailable, postponed or canceled, the Sponsor shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. The Sponsor is not responsible for late, lost, damaged or stolen luggage. The Sponsor is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Sponsor is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sponsor's prize partner(s), such as hotels, airlines, trains, ships, concert or event venues etc. Winner and guest(s) must comply with all applicable laws, and any rules and regulations established by the Sponsor's prize partner(s), if any; such as hotels, airlines, trains, ships, concert or event venues etc. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.

Conditions and restrictions may apply. Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR 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.

5. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other Entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE RELEASED PARTIES 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 RELEASED PARTIES 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 BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. 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 Sponsor 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.

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 Sweepstakes; (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 Sweepstakes; (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 Sweepstakes; (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 Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes 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 Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor. Further, by submitting Content, all entrants grant Sponsor and Promotion Partner permission and unlimited, royalty-free license to use Content for all marketing and promotional purposes and waive any claims to royalty, right, or remuneration for such use.

6. **PUBLICITY.** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor and Promotion Partner permission to use their names, characters, images, voices, and likenesses worldwide, 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. Each winner's name may be included in a publicly available winners list.

7. **USE OF PERSONAL INFORMATION.** The Sponsor 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 Official 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 Sponsor's Privacy Policy located [here](#). Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, Entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Sweepstakes, and opting in will not improve your chances of winning.**

8. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities, Instagram and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") 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 Sweepstakes, 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: (i) to release each of the Released Parties from any and all claims in connection with the Sweepstakes 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 6 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, including, but not limited to restrictions on travel, movement, and large gatherings (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, 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 Released Parties' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

9. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes related to prize acceptance and use not specified herein. Each winner must provide the Sponsor 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 Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

10. **CONDUCT AND DECISIONS.** All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's "discretion" and/or any exercise of discretion by the Sponsor shall mean in Sponsor's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an Entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable, material changes to the Sweepstakes rules will be made available online at the Sponsor's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

11. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Sweepstakes 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, Sponsor 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 Sponsor 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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

12. **MISCELLANEOUS.** Sponsor reserves the right to determine eligibility should special circumstances arise and all decisions made by Sponsor are considered final and binding. Sponsor disclaims any responsibility to notify Entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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.

13. **COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, 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 11 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.

APPENDIX A – PARTICIPATING STATIONS