

UGLY HOLIDAY SWEATER CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. MUST BE 21 YEARS OF AGE OR OLDER TO ENTER. VOID IN CALIFORNIA AND WHEREVER ELSE PROHIBITED OR RESTRICTED BY LAW.

1. To Enter: This contest begins at 12:01 a.m. EST on November 14th and ends at 11:59:59 p.m. EST on December 9th (the "Contest Period"). Access the WBWB FM B97 website at wbwb.com and follow the on-screen instructions. To enter offline, complete an official contest form with all information requested or print your name, address and telephone number and the words "UGLY Holiday Sweater" on a 3" x 5" card and mail to: 304 S. State Road 446 Bloomington, IN 47401.

Show us why your UGLY Holiday Sweater should win a 16 GB iPad. Photographs/videos must be original, unaltered, 1 MB in size, on which no image editing software has been used. Upload photos to the WBWB FM B97 Facebook Fan page at facebook.com/b97radio for entry.

All mail-in entries must be postmarked by December 1st and received by December 8th. Limit of one entry per person by either internet or mail. Multiple entries will automatically result in disqualification

Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues that might affect a caller's ability to call-in and qualify or the ability of the Sponsor to notify the winner.

Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, incomplete, incorrect or postage-due mail, entries or other contest materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted.

2. Prize: one (1) 16GB iPad grand prize will be awarded. Approximate retail value of prize is \$499. Actual retail value may vary.

3. Winner Determination: Winner will be determined on or about by an independent judging organization whose decisions will be final in all matters relating to this contest. The criteria for judging will be originality, 34%, creativity, 33%, adherence to theme 33%.

The winner will be notified in person and via email on or about December 9th, and will be required to sign an affidavit of eligibility and liability/publicity release within seven (7) days of notification or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If winner cannot be located or does not respond within seven (7) days, prize will automatically be forfeited and an alternate winner may be selected at Sponsor's sole discretion.

4. Contest Entries: All materials, documents, information and data submitted to the Sponsor in connection with this Contest, including the Contest entry and submission (collectively "Contest entry") are the property of Sponsor, will not be returned and cannot be acknowledged. By entering the Contest, entrants represent and warrant that their Contest entry is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. By submitting a Contest entry, entrant further represents and warrants that the express written consent for use as contemplated by these Official Rules has been obtained from any person(s), living or dead, referenced in the Contest entry and that entrant has obtained written permission for such use from

any such person. Submission of an entry grants Sponsor the right to use, publish, adapt, edit and/or modify Contest entry in any way, in whole or in part, and to use such Contest entry, and any ideas or concepts contained therein, in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to Sponsor's website, without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the Contest entry. Submission of a Contest entry further constitutes the entrant's consent to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in and to the Contest entry, including but not limited to all intellectual property rights and proprietary rights worldwide. Any content, material or information included in Contest entry shall not be confidential, proprietary or trade secret. By submitting a Contest entry, entrant consents to Sponsor's use, reproduction and disclosure of the Contest entry, and ideas, concepts or other materials contained therein, for any purpose, including any commercial purpose. Any Contest entry that contains third party artistic works, copyrights, trademarks, trade names, logos or similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid Contest entry.

The photo submitted must be taken solely by the entrant. By submitting an entry, entrant represents and warrants that: (i) his/her photograph/video is the sole and original creation of the entrant and has not been copied in whole or in part from any other work; (ii) the entry does not violate or infringe any copyright, trademark, trade name, trade secret or other proprietary right of any person or entity; and (iii) the person(s) depicted in the photograph/video has given his or her express written consent to its submission into the contest and use as contemplated by these Official Rules and by submitting any photograph/video that contains the name, image, voice, signature, statements or likeness of any person, you hereby represent and warrant that you have obtained such written permission. Any photograph/video that contains third party artistic works, copyrights, trademarks, trade names, logos, similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid Contest entry. Submission of a Contest entry grants Sponsor the right to use, publish, adapt, edit and/or modify entry in any way, in whole or in part, and to use such entry in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to Sponsor's website, without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the entry.

Photographs/videos containing full or partial nudity, defined as the display of the genitals, pubic area, vulva, anus, or anal cleft with less than a fully opaque covering or the showing of the breast with less than a fully opaque covering of any part of the nipple, or any lewd or sexually suggestive gesture will be disqualified. No photograph or video (a) depict persons consuming alcohol beverages (b) depict persons conducting themselves in an inappropriate manner (c) contain material that would imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination, (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status, or (e) include an image of any person that appears to be under 21 years of age. Contest entry may not be obscene, provocative, lewd, offensive, defamatory, discriminatory, obscene or libelous, and may not reflect poorly on the brand being promoted or be inappropriate for use in advertising or for promotional publicity purposes as determined by the Sponsor and/or the Judge(s) in their sole discretion.

Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion at any time without notice or further obligation.

5. Eligibility: This contest is open only to legal residents of the United States who are 21 years of age or older at the time of entry except California, and wherever else prohibited or restricted by law. Employees of the following entities and members of their families or households are not eligible for participation under any

circumstances: WBWB FM B97 and Diageo Americas, Inc., and their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

6. General Conditions: Entry in the Contest constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No substitution of prize or cash equivalent except at Sponsor's sole discretion. Cash equivalent may be less than the approximate retail value of the prize. Prize is non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on the prize are winner's sole responsibility. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Entrants hereby agree to indemnify and hold Sponsor and Diageo Americas, Inc. and their respective affiliates, officers, directors, employees and agents, harmless from and against any third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of any breach or alleged breach of any of the warranties and representations set forth above.

The value of the prize won by a participant under the contest may be taxable as income to its winner. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Upon acceptance of prize, winner will be issued an IRS Form 1099. Upon receipt of a prize, the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

In consideration of the undersigned's receipt of any prize, prize winner for himself or herself and his or her guests, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever shall release, waive and discharge Sponsor and Diageo Americas, Inc. and their respective affiliates, officers, directors, employees and agents, from and against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, which the prize winner ever had, now has or might in the future have arising in any way or related to this Contest, including, but not limited to, prize winner's participation in the Contest; prize winner's Contest entry; use of prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, use or inability to use any prize or part thereof, including but not limited to injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion at any time without notice or further obligation.

7. Electronic Entries: In the event of a dispute, on-line entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, on-line service, or other organization that is responsible for assigning e-mail addresses. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete or postage-due mail-in entries, or for on-line entries not received due to lost, failed delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by web-site visitors or by any human or technological error that may occur in the processing of entries in this Contest. Sponsor reserves the right, in its

sole discretion, to cancel or suspend all or a portion of the Contest, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

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