

KISS 104.1/Delta Community Credit Union Scholarship Contest

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

2. **Eligibility.** Subject to the additional restrictions below, KISS 104.1/Delta Community Credit Union Scholarship Contest (the "Contest") is only open to legal residents of the state of Georgia who are high school seniors with acceptance letters to a Georgia Historically Black College & University (HBCU) or current students at a Georgia Historically Black College & University (HBCU) at the time of entry and nominated pursuant to the entry terms below. Employees of Cox Media Group, Inc. d/b/a **KISS 104.1** ("Sponsor") or Delta Community Credit Union and each of their affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. For purposes of this contest, the HBCUs in the state of Georgia are as follows: Albany State University, Clark Atlanta University, Fort Valley State University, Morehouse College, Morris Brown College, Paine College, Savannah State University and Spelman College.

Limit: One (1) prize per person and per household for the Contest. In addition, only one (1) prize per person and per household every thirty (30) days for any contest sponsored by any of the CMG-Atlanta radio stations (i.e., WSB-AM, WSB-FM, WALR and WSRV).

3. **How To Enter.** The Contest will be administered quarterly during calendar year 2015 (each a "Contest Period"). The four Contest Periods are as follows:

Quarter 1 Contest Period: March 9, at 9:00aET – March 20, 2015, at 2:00pET
Quarter 2 Contest Period: June 8, at 9:00aET – 19, 2015, at 2:00pET
Quarter 3 Contest Period: September 14, at 9:00aET – 25, 2015, at 2:00pET
Quarter 4 Contest Period: December 7, at 9:00aET -18, 2015, at 2:00pET

Sponsor will be the official timekeeper for the Contest.

During any Contest Period, enter by visiting www.kiss104fm.com and completing all of the required information and following all posted instructions to nominate an eligible student for the prize. Entry will include an essay of no more than 75 words explaining why the student deserves/needs the scholarship.

Maximum one (1) nomination per person and per email address during each Contest Period. There is no limit on how many nominations a student can receive during any Contest Period. A student can self-nominate.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically-reproduced, lost, late, misdirected, garbled or illegible entries will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Contest application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Contest eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP

account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Contest.

4. **Winner Selection and Odds.** On or about the following dates: March 23, June 22, September 28, December 21, Sponsor will select one (1) potential prize winner ("Prize Winner") from among all eligible entries received during the relevant Contest Period based upon: A 75 word or less essay submitted by or on behalf of current undergraduate students at any Georgia Historically Black Colleges and Universities (HBCU) or graduating high School seniors accepted to one of the Georgia Historically Black Colleges and Universities (HBCU). Residency requirements also apply.

Odds of winning depend on the total number of eligible entries received. Winners will be announced on or about seven (7) days following the end of the relevant Contest Period during the 9:00a hour of the Tom Joyner Morning Show.

5. **Prize Description.**

One (1) Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Prize Winner each quarter of the 2015 calendar year will receive a scholarship in the amount of \$1,875 (paid directly to the Georgia HBCU) in the form of a check from Delta Community Credit Union.

ARV of Grand Prize: \$1,875.00

6. **Winner Notification and Acceptance.** Potential winners, one each quarter of the 2015 calendar year, will be contacted by a representative from Delta Community Credit Union and announced on-air seven (7) days after each contest period.

In order to accept a prize, potential winners must respond to Sponsor's or Delta Community Credit Union's notification within twenty-four (24) hours of notice or attempted notice.

As a condition of receiving any prize, winners (or parent/legal guardian for any winner under the age of majority) are required to complete an affidavit of eligibility and a liability and publicity release (except where prohibited by law), which must be signed at the time a winner claims his/her prize. Failure to sign the affidavit or release may, at the sole discretion of Sponsor, result in a winner's disqualification and the forfeiture of his or her interest in the prize.

Sponsor's or Delta Community Credit Union's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, potential winner's failure to return the completed affidavit of eligibility and release within 48 hours, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by Sponsor from among all remaining eligible entries received during the Contest Period based upon the same criteria. Sponsor will conduct up to two (2) alternate selections, after which the prize will remain unawarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner (or parent/legal guardian if winner is under the age of majority) may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. **Publicity.** Except where prohibited, participation in the Contest constitutes each winner's (or parent/legal guardian if winner is under the age of majority) irrevocable consent to the publication of his or her name in on-air promotional announcements produced by Sponsor or Delta Community Credit Union.

Each winner (or parent/legal guardian if winner is under the age of majority) further grants Sponsor, and its affiliates, digital properties, and advertising, promotion and production agencies, permission to use winner's name, address or likeness in any and all advertising and promotional materials, in any manner or media whatsoever, including websites operated by Sponsor or Delta Community Credit Union, for purposes of advertising, trade or promotion, without additional compensation.

Each winner (or parent/legal guardian if winner is under the age of majority) acknowledges and agrees that he or she shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, or distortion of his or her name or address.

8. **Participation.** By accepting a prize, winners agree to be bound by these Official Rules and the decisions of Sponsor and any Contest judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.
9. **Release.** BY ACCEPTING A PRIZE IN THE CONTEST, EACH WINNER (OR PARENT/LEGAL GUARDIAN IF WINNER IS UNDER THE AGE OF MAJORITY) AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, COX MEDIA GROUP, INC., COX ENTERPRISES, INC., DELTA COMMUNITY CREDIT UNION, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE CONTEST; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE CONTEST OR ANY PRIZE.

10. **Limitations of Liability.** BY ACCEPTING A PRIZE IN THE CONTEST, WINNERS (OR PARENT/LEGAL GUARDIAN IF WINNER IS UNDER THE AGE OF MAJORITY) ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT RELEASED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CONTEST; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A WINNER'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. **Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Released Parties in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
12. **Sponsor.** The Contest is sponsored by Cox Media Group, Inc. d/b/a KISS104.1. The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Contest. For a list of winners available one week after the announcement of the quarterly winner or a copy of these Official Rules, visit www.kiss104fm.com or send a self-addressed, stamped envelope to "Winners List" or "Official Rules" (as applicable), KISS104.1/Delta Community Credit Union Scholarship Contest, 1601 West Peachtree Street NE, Atlanta, Georgia 30309. If you have any questions regarding this Contest, please contact Shante Nasir via email at shante.nasir@coxinc.com or mail at 1601 West Peachtree Street NE, Atlanta, Georgia 30309.