

LA EXITOSA 98.7 TEXT TO WIN CONTEST INFORMATION

Thank you for listening to La Exitosa 98.7! This should answer all of your questions regarding how to enter La Exitosa 98.7 text-to-win contests and how to claim your prize if you were notified that you were a winner.

HOW TO ENTER A TEXT-TO-WIN CONTEST: All La Exitosa 98.7 text-to-win contests require listeners to text a specific keyword to **848-346-0987**. If the contest keyword is **SHAKIRA**, you would send a text to **848-346-0987**, and then you would text the keyword, **SHAKIRA**, and be automatically entered to win that specific contest. There is only one entry per phone number. All contests randomly select winners from all qualified entries. For official rules on our contests, please read our OFFICIAL CONTEST RULES at the bottom of this page.

HOW TO CLAIM YOUR PRIZE: If you have the Ticketmaster app on your Smartphone, you will need to provide La Exitosa 98.7 with the **email address associated with your Ticketmaster Account**. If you do not have the Ticketmaster App on your phone, please download the Ticketmaster app from the App Store or Google Play and create a Ticketmaster account. The email address you use to create your account is the email address we will need to transfer your tickets into your account.

PRIZE RELEASE FORM: La Exitosa 98.7 requires a signed prize release form for us to transfer tickets into your account. At the bottom of this page is our official prize release form. Please fill it out and email your form to (Dianna's new email address). Please make sure you include your **Ticketmaster account email address** on this form. Once we receive your signed form, we will transfer the tickets into your account.

CLAIMING YOUR TICKETS: You must claim your tickets when you receive them. Ticketmaster stops the ticket transfer 72 hours after they are transferred if you do not claim them into your account.

MOBILE TICKETS AND CLEAR BAG POLICY: Events at my NYC area venues are 100% mobile ticketing now. That means you will need a Ticketmaster app on a smartphone to enter the event facility. In addition, these venues have a **CLEAR BAG POLICY**. We advise you to look up the specific venue rules before going, so you are aware of their clear bag policy rules, age restrictions, and items that may or may not be prohibited, such as selfie sticks, backpacks, or strollers.

PRINT PRIZE RELEASE FORM on the next 2 pages, SIGN AND RETURN TO Djason@emmis.com.

LA EXITOSA 987 PRIZE RELEASE FORM

PRIZE WINNER AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY, INDEMNIFICATION AND PUBLICITY RELEASE AGREEMENT

I, the undersigned prize winner (the “Winner”), submit this affidavit to Emmis New York Radio, LLC d/b/a La Exitosa WEPN-FM (“Emmis”) with the understanding that Emmis is relying upon it to verify my eligibility to receive the prize awarded to me as part of my participation in the **[insert name of promotion]** Contest (the “Promotion”).

Acknowledgment of Receipt of Prize and Responsibility for Any Applicable Taxes: I hereby acknowledge receipt of the prize and understand that I am solely responsible for payment of any and all taxes due for or on account of this prize or other consideration I have received as a result of my participation in the Promotion.

Acknowledgement of Compliance with Applicable Rules: I also affirm, warrant, and represent that I have read and complied with the Contest Rules and Emmis’ Official General Contest Rules. I have also not committed fraud or deception relating to the Promotion or my claiming of this prize.

Acknowledgement of Eligibility: I further represent that I am _____ **years of age; a resident of** _____ **(provide state);** not an employee, or immediate family member of an employee of Emmis or any of the other Sponsors or Released Parties as defined below; and have not won an Emmis Promotion in the last thirty (30) days or won prizes valued over \$600 in the last twelve (12) months.

Forfeiture of Prize: I agree to return to Emmis any prize which may be awarded to me if any statement made by me in this affidavit is false, and acknowledge that such false statements are subject to criminal prosecution.

Liability Release: As consideration for participating in the Promotion and being awarded the prize, I acknowledge that I previously did and hereby again agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Emmis, Emmis Corporation, Emmis Operating Company, and the other Promotion Sponsors (as identified in the applicable Contest Rules) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the “Released Parties”), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Promotion and/or the prize,

including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Indemnification Agreement: Additionally, as consideration for participating in the Promotion and being awarded the prize, I acknowledge that I previously did and hereby again agree to

INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Promotion, the prize or my failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless, and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Publicity Release: Also, as consideration for participating in the Promotion and being awarded the prize, unless prohibited by law, I authorize and irrevocably grant to Emmis and the other Released Parties (as defined above) permission to, from time to time, reference and discuss me and my participation in the Promotion on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Emmis and/or the Released Parties deem proper. I understand that such reference and discussion may involve my name, voice, signature, photograph, image, likeness, distinctive appearance, gestures, and/or mannerisms and other personal/biographical material or their participation on-air.

Travel and Companion Release Requirement Acknowledgement: If the prize involves travel, I acknowledge that neither Emmis, Sponsors nor any of the other Released Parties have arranged for and carry insurance of any kind for my benefit, the benefit of my travel companion (if applicable) or the benefit of my heirs, representatives or next of kin, in connection with my acceptance and my and my travel companion's utilization of the prize, including, but not limited to: (i) my and/or my travel companion's travel to and from the prize destination, (ii) my and/or my travel companion's stay at the same, and (iii) any and all activities I and/or my travel companion engage in while there, and that I am solely responsible for obtaining any paying for any life, travel, accident, property or other insurance in connection in my acceptance and utilization of the prize.

I also understand that neither Emmis, Sponsors nor any of the other Released Parties is responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund, or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

Representations and Agreement to Terms and Conditions: I also represent that: (i) I have read this document; (ii) have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iii) fully understand its contents and the waiver of my legal rights contained therein; (iv) understand that the release portion is intended to be as broad as permitted by applicable law; and (v) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

Governing Law: This document is governed by the laws of the State of **New York**. Any cause of action relating to the interpretation or enforcement of this document shall be instituted and litigated in a court located in **New York State**. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

READ! YOUR LEGAL RIGHTS ARE AFFECTED!

I am at least eighteen (18) years of age, have read and fully understand this document.

Winner's Printed Name: _____

Date of Birth: _____

Winner's Signature: Date: _____

TICKETMASTER EMAIL: _____

ONLY FILL THIS OUT IF WINNER is under eighteen (18) years of age, I am the participant's parent and/or legal guardian, and have read and fully understand this document.

Winner's Printed Name: _____ **Date of Birth:** _____

Parent/Legal Guardian's Name: _____

Date of Birth: _____

Parent/Legal Guardian's Signature: _____

TICKETMASTER EMAIL: _____