

LA EXITOSA OFFICIAL TEXT-TO-WIN GENERAL CONTEST RULES

Any individual who enters, attempts to enter or in any way participates or attempts to participate in any Text to Win contest, sweepstakes or giveaway ("Contest") conducted by Emmis Radio LLC d/b/a WEPN La Exitosa and/or WBLS-WLIB, LLC d/b/a WLIB La Exitosa (jointly, "La Exitosa") (each such individual is hereinafter referred to as a "Participant") agrees to be bound by the terms and conditions provided in these Official General Contest Rules ("General Rules"), as well as by La Exitosa's interpretations of these General Rules which are final and binding in all matters relating to any Contest. Some Contests will have specific rules developed for them ("Specific Contest Rules"). In the event there is a discrepancy or inconsistency between these General Rules and the Specific Contest Rules, the Specific Contest Rules shall control.

NO PURCHASE NECESSARY:

Unless otherwise noted, no purchase is necessary to enter or win a prize. A purchase will also not improve your chances of winning.

APPLICABLE LAW (VOID WHERE PROHIBITED):

All Contests are subject to and governed by applicable federal, state, and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

La Exitosa reserves the right to cancel, terminate, modify or suspend any Contest if the Contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, "bugs," tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of La Exitosa to cancel, terminate, modify or suspend any Contest shall be final in all respects.

CONTEST DESCRIPTIONS:

All La Exitosa Contests will be described through electronic, print or on-air advertising or promotion and governed by these General Rules unless the Contest has Specific Contest Rules developed for it.

ELIGIBILITY:

Geographical, Age, and Parental Consent Requirements: Unless otherwise specified, each Contest is open to legal residents of the states of New York, New Jersey, Connecticut, and Pennsylvania, who are at least 18 years of age or older at the time of entry. If a Participant has not reached the age of majority in the jurisdiction in which the Participant resides, they must obtain permission from their parent or legal guardian prior to entering a Contest.

Contest Entity and Immediate Family Member Disqualification: The officers, directors, employees, contractors, and agents of La Exitosa, Emmis Communications Corporation, Emmis Operating Company and any entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (the "Contest Entities"), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Contest and do not qualify as Participants. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

Past Prize Winners: Participants may only win a Contest once every thirty (30) days. However, where a Participant has won a prize valued over \$600, the Participant is ineligible to win another prize for a period of twelve (12) months. Participants who have won a La Exitosa Contest in the last thirty (30) days or who have won prizes valued over \$600 in the last twelve (12) months are ineligible.

Employer Restrictions: Participant is solely responsible for reviewing and understanding Participant's employer's policies regarding Participant's eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of his or her employer's policies.

HOW TO ENTER:

Methods: Contest entries may be submitted as advertised or otherwise prescribed by La Exitosa for the tex-to-win Contest. Generally, these will involve all or some of the following entry methods: (1) toll-free telephone; (2) toll-free facsimile; (3) postal mail; (4) electronic mail; (5) drop box; (6) web entry; or (7) text entry to short code. Where entry is available via electronic mail, web or texting, participation is limited to Participants who had access to electronic mail, the internet, and/or text messaging (as applicable) before the beginning of the Contest.

Entry Period: Entries must be made during the time periods advertised or otherwise prescribed for each Contest (the "Entry Period") and, unless otherwise stated, will require at a minimum the Participant's name, address, daytime telephone numbers, and age.

Entries are the Sole and Exclusive Property of La Exitosa: All Contest entries and/or related submissions become the sole and exclusive property of La Exitosa upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity.

Disclaimer of Responsibility for Entries: La Exitosa is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of La Exitosa.

Multiple Entries: Unless otherwise limited by La Exitosa, multiple entries are permitted. However, for text-message entry Contests, unless otherwise stated, multiple entries are prohibited and participation is expressly limited to one text per Participant and per wireless account.

False Fraudulent or Deceptive Entries or Acts: Participants who, in the view of La Exitosa, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

SPECIFIC ENTRY-METHOD RULES:

La Exitosa may record and/or broadcast a Participant's name, voice, and the substance of all or any portion of the call. Except where prohibited by law, any call-in Participant acknowledges that such recording and use may occur and grants La Exitosa permission to record and use such recording without any additional communication with and compensation to Participant.

Text to Win Message Entries: Proof of texting is not considered proof of entry. La Exitosa cannot guarantee this program will be available via all wireless carriers. The text-message portion of any Contest will be available on participating wireless carriers only and requires a two-way text-message-capable wireless device. Wireless device carriers' instructions for text messaging may vary.

Unless otherwise limited by La Exitosa, multiple text-message entries are prohibited for any Contest, and participation is expressly limited to one text per Participant and per wireless account. If more than one text message entry is received from a wireless account, only the first entry received will be considered.

Unless otherwise noted, **standard text messaging rates will apply to any text message entry.** Each Participant's wireless service provider may charge such Participant for each text message sent and received by such Participant in entering into any Contest. Participants should avoid participating in any Contest where their wireless service provider charges any fee for such participation.

Contestants must text the instructed **KEYWORD to 848-346-0987**. One entry per phone number.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of La Exitosa or other Contest Entity, La Exitosa and the other Contest Entities are not responsible for any problems which affect, or result from, Participation or attempted Participation in the Contest. This includes, but is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;

4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to La Exitosa's computer network;
8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
9. Printing errors;
10. Equipment malfunctions; and
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering a Contest, all Participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Emmis New York Radio LLC d/b/a WEPN La Exitosa, Emmis Corporation, Emmis Operating Company, the other Contest Entities (as described above) 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 their participation in the Contest, 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.**

Additionally, as consideration for entering the Contest, all Participants 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 their participation in the Contest or for their 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.**

ODDS OF WINNING:

The odds of winning any Contest and/or prize will depend upon the number of Contest Participants.

PRIZES:

The actual prizes and value of each prize will vary for each Contest. Descriptions of prizes will be announced for each Contest separately. No transfer, assignment, or substitution of a prize is permitted, except La Exitosa reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made. Events that are cancelled will not result in replacement prizes.

La Exitosa reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason. If tickets to an event are awarded as a prize, La Exitosa is not responsible for any cancellation or rescheduling of the event for any reason and has no obligation to reimburse, refund, or otherwise substitute the tickets for another prize should the event not be rescheduled or vouchers not be issued. Should travel be part of the prize, La Exitosa is not 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.

TAXES:

The Participant prize-winner is solely responsible for determining and paying all federal, state, and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year 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.

WINNER SELECTION:

Prize winners will be selected per the criteria announced for the Contest. Text To Win contests are random drawings from all qualified entrants. If the Contest requires Participants to answer trivia, provide information, or otherwise perform in some manner to participate and qualify to win, the decisions of La Exitosa and/or the other judges will be final as to all matters, including the accuracy and/or completeness of the answer, as well as the quality of the information or other performance. If a winner is unable to be notified for any reason for any amount of time, the applicable prize may be forfeited and awarded to an alternate winner.

HOW TO CLAIM PRIZE:

Claiming the Prize: The Participant prize-winner will be contacted via text. They must fill out a prize release form and return to the email address on the form. Tickets will be transferred into their

Ticketmaster account. Winners must provide the email used to create their Ticketmaster account to receive the tickets. From time to time, in its sole discretion, La Exitosa may agree to mail, email or otherwise deliver the prize. If a prize is mailed or otherwise remotely delivered to the winner, the winner will initially be provided with a DocuSign or similar link for electronic execution of any required releases and prize claim. Failure by the winner to complete the forms within five (5) business days may lead to forfeiture of the prize. In the event the prize is mailed or otherwise remotely delivered to the winner, the winner assumes the risk of the prize's safe arrival.

Prerequisites to Prize Award: Before being awarded a prize, winners are required to provide (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. La Exitosa reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in La Exitosa's sole discretion.

Winners, and, to the extent the winner is a minor then their parent(s) or legal guardian(s) as well, may be required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and a Publicity Release before any prize is awarded. By entering a Contest, Participant agrees to execute these documents if selected as a winner in order to receive their prize. If the prize is travel tickets involving travel partners, the travel partners will be required to meet minimum age eligibility requirements and to execute an Affidavit of Eligibility/Release of Liability prior to receiving the companion travel ticket. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Prize Forfeiture: Unless otherwise stated, winners shall have thirty (30) days from the date of selection to claim and pick up their prize. Failure to claim and pick up the prize within this time for any reason will result in forfeiture of the prize. La Exitosa reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Additional Costs: Any costs relating to the prizes are the sole responsibility of the winner.

PUBLICITY RELEASE:

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to La Exitosa and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest 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 La Exitosa and/or the Released Parties deem proper. Such reference and discussion may involve the Participant's name and voice, and other personal/biographical material or their participation on-air.

DISQUALIFICATION:

All participants agree to be bound by these General Rules. Non-compliance with any of these General Rules will result in disqualification, and all privileges as a Participant will be immediately terminated. La Exitosa, in its sole discretion, further reserves the right to disqualify any person for: (i)

tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, LA EXITOSA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

La Exitosa reserves the right in its sole discretion to supplement or make changes to these General Rules as well as the rules of any contest at any time without notice. La Exitosa reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of New York and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of any Contest.

GENERAL RULES/LIST OF WINNERS:

Copies of these General Rules (as well as any Specific Contest Rules) may be obtained by sending a self-addressed stamped envelope to: La Exitosa Official Contest General Contest Rules (or the Specific Contest Rules), 40 Monument Circle, Suite 700, Indianapolis, IN 46204. These General Rules may also be found at www.LaExitosa987.com.

For a list of any Contest winners send a self-addressed, stamped envelope to: La Exitosa [Contest Name]'s Winners List, 40 Monument Circle, Suite 700, Indianapolis, IN 46204.