

BLACK DIAMOND BROADCASTING LLC

CONTEST TERMS AND CONDITIONS OF ENTRY



NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS APPLY. This Contest (“Contest”) is operated by Black Diamond Broadcasting. (together, “Operator”). The Contest is subject to these Official Contest Rules. The Contest shall begin on the start date and all entries must be placed and received within the period specified on Contest Entry Page (the “Entry Deadline”). Registration is free of charge. An entry will not be valid unless all of the required fields of the online registration form are completed and the information is valid. Once submitted, an entry cannot be deleted, canceled or modified, except by the Operator. You may also participate in a Contest through an offline entry. Operator is not responsible for any incomplete, late, lost, misappropriated, illegible, damaged, postage-due or misdirected mail-in entries, or for failure to receive online entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning or unavailability of any network, hardware or software, whether originating with sender or Operator.

ELIGIBILITY AND LIMITATIONS

Contests are open to all natural persons and legal residents of Michigan. You must be at least 18 years of age to enter unless a different age eligibility requirement is specified on the Contest Information Page. You must have a valid street address in Michigan. (a P.O. Box address will not suffice). Employees of Black Diamond

Broadcasting, the Contest’s participating sponsors and their advertising agencies, employees of other Michigan radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

PRIZES

Prizes include only those items expressly listed on the specific Contest Entry Page. Unless otherwise specified on the Contest Information Page, there will be only one winner per Contest. Any costs associated with the use or ownership of the prize are the sole responsibility of the winner. The Approximate Retail Value of each prize is determined by Black Diamond Broadcasting. One or more winners, as specified on the Contest Information Page, will be selected in each Contest by a random drawing from among all eligible entries received during the Contest Entry period for that drawing. Some contests are structured as “Showcases”. Showcase Contests are designed to allow one winner to choose one prize from the options shown on the specific Contest Information Page associated with the Showcase. The prizes not selected by the Showcase winner will not be awarded. No substitution of any prizes except by Operator. No prize transfer permitted. No prizes will be refunded or exchanged for cash. If a prize is unavailable, Operator reserves the sole right to substitute a prize of equal or greater value. All

taxes, fees, and surcharges on prizes are the sole responsibility of the winner. Operator will not ship any prizes to an address outside of Michigan.

WINNER NOTIFICATION

Winners will be notified one of three ways – by their name being announced on the air, phone call, OR by being contacted via email.

ON-AIR GIVEAWAYS

In the event that a winners name is announced over the air, winner will have one (1) hour to call the station and claim their prize. If the winner does not contact the station within one (1) hour, the prize will be forfeited.

ONLINE GIVEAWAYS

In the event that a winner is selected and contacted via email, winner will have 24-hours from the time the email was sent from a station representative, to contact the station and claim their prize. In the event the prize or prize notification is unclaimed or undeliverable, the prize will be forfeited and an alternate winner may be selected.

ODDS OF WINNING

The odds of winning a prize depend on the number of entrants and eligible entries received for each drawing.

TAXES

Any valuation of the prize(s) is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person

winning over \$600 in prizes from Black Diamond Broadcasting 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.

PUBLICITY; PRIVACY

By participating, all participants and winner(s) grant Black Diamond Broadcasting exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

AFFIDAVIT

Winners may be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability within 14 days of notification of winning. Failure to sign and return the affidavit and release within such period or to comply with any term or condition of these Official Rules may result in disqualification and forfeiture of any interest in a prize.

LIMITATION ON LIABILITY

By entering, all entrants release Operator and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, promotional partners and employees from any and all liability with respect to or in any way arising from this Contest and/or acceptance or use of the prizes, including liability for personal injury, death, damages, or loss. Operator is not responsible for prize quality or utility. Operator is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. Operator assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission,

communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Operator is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email, technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any person's computer or data related to or resulting from participating or downloading materials in this Web site or Contest. Operator is not responsible for cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Contest, or to defraud the Sponsor in any way, may be prosecuted to the fullest extent of the law. Participants engaging in any of the foregoing activities will be disqualified and will forfeit any prizes won. If, for any reason, the Contest is not capable of operating as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Operator which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Operator reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest and award prizes among eligible entries received.

CONTEST DISPUTES

As a condition of participating in this Contest, participant agrees to be bound by these Official



Rules and that any and all disputes which cannot be resolved between the parties, and any causes of action arising out of or connected with the Contest, shall be resolved individually, without resort to any form of class action. Participants consent to the exclusive jurisdiction of the courts located in Michigan and agree that all matters pertaining to these Official Rules and disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to any conflicts or choice of law rules or provisions (whether of Michigan or any other jurisdiction). Further, notwithstanding the Terms, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., his or her costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is found to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

OPERATORS

This Contest is operated by Black Diamond Broadcasting. To contact the Operators, write to Black Diamond Broadcasting, PO Box 468, Prudenville, MI 48651

