

MAGIC 106.7 Contest Rules

NO PURCHASE OR OTHER CONSIDERATION IS NECESSARY TO PARTICIPATE; PURCHASE DOES NOT INCREASE CHANCES OF WINNING.

How to Enter for a Chance to Win

If the contest includes a featured song or artist: Only the specific Song of the Day, when played in its entirety from beginning to end, will be used to solicit contest calls. Snippets of songs played for advertising or promotional purposes and music beds that contain music from the Song of the Day WILL NOT count. Listeners should try to be the specified caller at 617-931-1067 as soon as they hear the Song of the Day begin to play. If a listener accidentally calls when a song snippet or music bed is played, s/he will simply be informed of the error.

If contest includes call-to-win/qualify: Winner qualification is subject to FULL phone call completion, and the verification of the caller's name, address, home phone number, work/cell phone number and social security number, all of which must be provided prior to completion of the call. Contest calls will not be accepted at any other number.

If contest includes any on-air component: Online listeners to the *MAGIC 106.7* web stream may experience a reception delay of up to one minute. Listening to the station's over-the-air broadcast is the best way to participate in this contest.

All contest entries will become the property of Station and will not be acknowledged or returned.

Prize Restrictions

Odds of winning depend on number of eligible entries received. Non-cash prizes are not redeemable for cash. *MAGIC 106.7* reserves the right, in its sole discretion, to substitute any prize with one of equal or greater value. Winners may not request prize substitution. Prizes are non-transferable and may not be claimed or used by any person other than the winner. Winners must claim their prizes in person at the *MAGIC 106.7* offices within 30 days after the end of the contest. Prizes not claimed within the 30-day period will be forfeited.

Eligibility

All entrants must be at least 18 years old and legal residents of the United States, living in the Greater Boston Metro total survey area (as defined by Arbitron). A winner will be disqualified if he/she or a member of his/her household has won a *MAGIC 106.7* contest with a value over \$50.00 within the previous 60 days, or a value of \$1000 or more in the previous 365 days. Employees (including their immediate families and members of the same household) of Greater Media Boston, its affiliates, promotion sponsors, advertising and promotional agencies who do business with *MAGIC 106.7* or any of the promotion sponsors, and other radio stations in *MAGIC 106.7*'s metro survey area (as defined by Arbitron) are not eligible to participate in any contest presented by *MAGIC 106.7*. The term "immediate family" includes spouses, siblings, parents and legal guardians, children and legal wards, grandparents, and grandchildren, including "in-laws." One entry per person; multiple entries will disqualify the entrant. Void where prohibited.

Release

By entering, all participants agree to release and hold harmless the promotion sponsors, *MAGIC 106.7*, Greater Boston Radio, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability and any injuries, loss or damage of any kind arising from or in connection with this contest and any prize won. Winners (and their guests, if any) will be required to sign a form releasing *MAGIC 106.7* and its affiliated companies from all liability in connection with the contest and the award and use of the prize before claiming the prize.

Disclaimer

MAGIC 106.7 undertakes no liability or responsibility, and makes no warranties, express or implied, with respect to the performance of the prize(s) awarded, for any failure to perform or negligent performance of any service provider, or for any other risk, incident or damage, direct or indirect, relating to or arising out of the contest, including (but not limited to) cancellations, postponements,

delays or other scheduling changes; missed events or connections or inability of winner to attend; and accident, injury, death, damage or expense arising from or occurring during the use of the prize, or travel to/from or attendance at any event relating to the contest, by the winner and/or winner's guest(s). **MAGIC 106.7** is not responsible for damage to a prize or loss of a prize after the prize has been claimed. Winners must inspect their prizes before leaving the station. **MAGIC 106.7** is not responsible for technical, hardware or software failure or malfunctions, lost or unavailable network or other telecommunications connections, or lost, late, misdirected, damaged, illegible, inaccurate, incomplete, garbled, disconnected, or delayed contest entries or communications, whether caused by the sender or by any of the equipment or programming associated with or used in this contest, or by any human error which may occur in the execution of this contest. If, for any reason, the contest is not capable of being conducted as planned, including but not limited to infection by computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the control of **MAGIC 106.7**, Station reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest and/or determine an alternate method of awarding the prize(s).

License

Entry into any contest constitutes full permission for **MAGIC 106.7** and promotion sponsors and their respective affiliates to broadcast and/or to photograph or publish the participant's name, voice, recorded comments, biographical information, face and likeness without compensation.

Taxes

MAGIC 106.7 will report the total value of each prize to the IRS and will furnish winners with a federal Form 1099. Winners must provide their social security number to **MAGIC 106.7** for tax reporting purposes, and are solely responsible for payment of all taxes incurred as a result of the award of a prize.

General

Failure to conform to all contest rules, or any fraud or other illegal or inappropriate conduct on the part of a contestant or on a contestant's behalf, will result in the contestant's disqualification and forfeiture of any prize won. **MAGIC 106.7** reserves the right to rule ineligible listeners who, in **MAGIC 106.7's** sole judgment, engage in abusive conduct with respect to any contest or promotion conducted by **MAGIC 106.7** or its affiliates. **MAGIC 106.7** reserves the right to cancel, suspend and/or modify this Contest and these Official Rules at any time, which changes will become effective upon announcement. By taking part in this contest, participants agree to be bound by these rules and all decisions of the judges, who are employees of **MAGIC 106.7** and whose decisions with respect to all aspects of the contest are final and binding. Copies of written contest rules and the list of winners are available during regular business hours at the **MAGIC 106.7** studio, 55 Morrissey Blvd., Boston, MA 02125, for 60 days after the contest concludes.

As a condition to participating in this Contest, each entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this Contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Boston, MA having competent jurisdiction, which court shall apply the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law principles thereof. The entrant and **MAGIC 106.7** hereby waive any and all right to trial by jury. If any provision of these Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law.

All federal, state and local laws and regulations apply.