

Delta Community Credit Union HBCU Scholarship January/February 2018
KISS 104.1 Contest
OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

2. **Eligibility.** Subject to the additional restrictions below, the Delta Community Credit Union HBCU Scholarship January/February 2018 Contest (the "Contest") is open to legal residents of the state of Georgia and hold a valid Georgia driver's license or Georgia state ID who are 18 years or older at the time of entry. Employees of Cox Radio Inc., d/b/a WALR-FM ("Sponsor"), Delta Community Credit Union, and each of their respective 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. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Contest or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Contest event.

To be eligible for a Georgia Historically Black College & University which include Albany State University, Clark Atlanta University, Fort Valley State University, Morehouse College, Morris Brown College, Paine College, Savannah State University and Spelman College ("HBCU") Scholarship, a potential recipient must meet the following criteria:

- Nominee must be 17 years or older at the time the nomination is submitted
- Nominee must be a high school senior who has received an official acceptance letter to a HBCU or is a current student one of the following schools: Albany State University, Clark Atlanta University, Fort Valley State University, Interdenominational Theological Center, Morehouse College, Morehouse School of Medicine, Morris Brown College, Paine College, Savannah State University, Spelman College (a "Georgia HBCU").
- Nominee must have either i) a valid Georgia driver's license or Georgia state-issued ID or ii) another form of government-issued ID and a utility bill proving residence in the state of Georgia
- Nominee must comply with all other terms and conditions of these Official Rules

Limit: Only one (1) prize winner may be selected from the same household every sixty (60) days in connection with any contest sponsored or administered by any of the CMG-Atlanta radio stations (i.e., WSB-AM, WSB-FM, WSBB, WTSH, WALR and WSRV). If you or a member of your household has won a prize from any CMG-Atlanta radio station within the last sixty (60) days, you will be ineligible to receive a prize in this Contest.

3. **How To Enter.** The Contest will begin at 5:00 PM (E.T.) on January 29, 2018 and end at 11:59 PM (E.T.) on February 15, 2018 (the "Contest Period"). Sponsor will be the official timekeeper for the Contest.

Enter by visiting the Delta Community Credit Union HBCU Scholarship 2018 Contest official registration page at "Contests" page at <http://www.KISS104FM.com> (the "Website") and completing all of the required information and following all posted instructions. By participating in the Contest, you agree to be bound by Sponsor's Visitor Agreement (http://www.KISS104FM.com/visitor_agreement/) and Privacy Policy (http://www.KISS104FM.com/privacy_policy/), which are hereby incorporated by reference.

As part of the registration process, you must upload your original essay of 100 words or less describing why you or your nominee is deserving of a scholarship.

Maximum one (1) entry per person and per email address during the Contest Period.

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, or entries that do not meet the size or formatting requirements specified above, 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. **Entry Restrictions** Your entry (1) must be truthful and accurate, and reflect your honest opinions and beliefs about why your nominee (or you) should receive a scholarship; (2) must be suitable for a general audience; (3) **cannot** contain any nudity, sexually explicit, disparaging, libelous or other inappropriate content (all as determined in the sole discretion of Sponsor); (4) **cannot** contain any commercial content that promotes any product(s) or service(s) other than Sponsor; (5) **cannot** contain any trademarks, copyrighted works or other intellectual property (other than works and intellectual property that you own, or for which you have obtained royalty-free rights for Sponsor to use in connection with this Contest (collectively, "Authorized Assets"). If you are nominating another person, you represent and warrant that you have obtained permission to submit your nomination from the person named and described in your entry, and you can make that authorization available to sponsor upon request. Upon submitting a nomination for another person, you acknowledge and agree that you will not receive the scholarship if the person you nominate is selected by the panel of judges designated by sponsor. You further acknowledge and agree that you will be responsible for contacting the person you nominate if you are selected as a potential Grand Prize Winner. Any elements appearing in your entry must be entirely original, created by you, be in the public domain, or be an Authorized Asset. Use of any materials that are not original to you, not in the public domain, or that are not an Authorized Asset may result in disqualification. Sponsor reserves the right to disqualify any entry that violates the foregoing restrictions, as determined by Sponsor in its sole discretion.

5. **Winner Selection.**

At the end of each Contest Period one (1) essay will be selected as a winner by a committee of judges consisting of employees of Sponsor and/or Delta Community Credit Union experienced in radio programming and/or finance based on the following criteria ("Criteria"): (1) scholarship need depicted in the entry (25%); (2) entry clarity composition (25%); and (3) passion for furthering education exhibited in the entry (50%). The entrant with the highest cumulative score will be designated the winner.

In the event of a tie, the score for scholarship need depicted will be used as a tiebreaker. All decisions of the Contest judges are final.

6. **Prize Description.**

One (1) Grand Prizes: Subject to verification of eligibility and compliance with these Official Rules, one (1) Grand Prize Winner will receive a \$2,500 scholarship paid directly to his/her Georgia HBCU in the form of a check issued by Delta Community Credit Union (ARV: \$ 2,500).

Prizes will be fulfilled approximately eight weeks after the conclusion of the Contest.

Limit: One (1) prize per person and per household for any Delta Community Credit Union HBCU Scholarship 2018 KISS 104.1 Contest.

7. **Winner Notification and Acceptance.** Potential winners will be notified on or about one (1) week after the close of the entry period at the telephone number and/or email address provided on the potential winner's entry form.

In order to claim a prize, potential winner must respond to Sponsor's notification within forty-eight (48) hours of notice or attempted notice.

To claim his/her prize, the potential winner must personally visit Sponsor's offices at 1601 W. Peachtree Street, Atlanta, GA 30309 five (5) business days after notification (office visits must be between the hours of 9 a.m. (E.S.T.) and 5 p.m. (E.S.T.) weekdays) and must present a valid government-issued Georgia state photo ID.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned (5) business days of notification.

Sponsor's inability to reach a potential winner and/or nominee 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, 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, determined as the entrant with the next highest cumulative score. If needed, Sponsor will contact up to three (3) substitute winners, 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 or nominee 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 or nominee. 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. 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.

A NOMINEE IS NOT A RECIPIENT OF ANY SCHOLARSHIP UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF NOMINEE'S ELIGIBILITY.

8. **Participation.** By participating, participants 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. **Authorization.** BY ENTERING THE CONTEST, YOU REPRESENT AND WARRANT THAT (I) YOUR ENTRY IS ORIGINAL, WAS LEGALLY OBTAINED AND CREATED, AND DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER LEGAL, EQUITABLE, OR MORAL RIGHTS OF ANY THIRD PARTY; (II) YOU HAVE OBTAINED PERMISSION TO SUBMIT YOUR ENTRY FROM EVERYONE NAMED, DESCRIBED, OR APPEARING IN YOUR ENTRY AND FROM THE OWNERS OF ALL LOCATIONS APPEARING IN YOUR ENTRY, AND YOU CAN MAKE THOSE AUTHORIZATIONS AVAILABLE TO SPONSOR UPON REQUEST; (III) THE ENTRY YOU ARE SUBMITTING HAS NOT PREVIOUSLY BEEN PUBLISHED OR ACCEPTED FOR PUBLICATION AND IS NOT CURRENTLY UNDER CONSIDERATION FOR PUBLICATION; AND (IV) YOU WILL NOT DISSEMINATE OR OTHERWISE SUBMIT YOUR ENTRY TO ANY OTHER ENTITY FOR PUBLICATION.
10. **Publicity Release.** BY ENTERING THE CONTEST, YOU AGREE THAT SPONSOR, COX MEDIA GROUP, LLC, 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") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE CONTEST OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.
11. **Indemnification.** If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.
12. **Release.** BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS 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.

13. **Limitations of Liability.** BY PARTICIPATING IN THE CONTEST, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEB SITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS 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 PARTICIPANT'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 prize based upon which entries received the highest scores according to the judging criteria.

14. **Construction.** 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.
15. **Sponsor.** The Delta Community Credit Union HBCU Scholarship January/February 2018 Contest is sponsored by Cox Radio Inc., d/b/a WALR-FM. 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 30 days after the end of each entry period) or a copy of these Official Rules, visit <http://www.KISS104FM.com> or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), Delta Community Credit Union HBCU Scholarship January/February 2018 Contest, 1601 W. Peachtree Street, Atlanta, GA 30309 Attn; Tashara Earl/WALR Promotions. If you have any questions regarding this Contest, please contact Tashara.Earl@coxinc.com.