

“Radio Pros Curating Music for Fun and Profit” Rules, Terms & Conditions

AccuRadio’s “Radio Pros Curating Music for Fun and Profit” gives radio professionals “dislocated” (i.e., laid off) by AM/FM radio’s ongoing restructuring the chance to win up to \$1,300 by revisiting their music curation skills to create a unique AccuRadio channel.

Up to fifty submitters will receive \$300 if their channel is accepted for streaming. Five submitters will be eligible to win another \$1,000 if their channel is either the (i) most listened-to, (ii) most “favorited,” (iii) most creative, (iv) best single-genre channel, or (v) best multi-genre channel. Contest rules and its terms and conditions appear below.

Rules:

Beginning on February 26, 2020 and ending on March 25, 2020, contestants must submit a radio channel proposal to AccuRadio (using Google Forms) at <https://accuradio.com/pages/channel-proposal/>. Proposals must consist of a channel concept and a list outlining a 16-song sample hour for the proposed channel and provide requested biographical material.

AccuRadio will, in its sole discretion, review and accept up to fifty (50) channels based upon uniqueness, creativity of concept, and professional expertise. Each contestant whose channel is accepted for streaming receives a \$300 payment in Visa gift cards (or, at AccuRadio’s option, cash) upon submission of their completed channel. Contestants may propose more than one channel but are only eligible for one \$300 payment if more than one of their proposals is selected for streaming.

Contestants whose channels are selected must complete their channels by submitting via email a spreadsheet with no less than 100 nor more than 1,000 songs comprising their channel to channelproposals@accuradio.com. A sample spreadsheet layout can be downloaded at https://c2.accu.fm/hotlink-ok/AccuRadio_Channel_Submission_Template.xlsx.zip. Contestants must include artist names, song titles, album titles and rotation instructions (i.e., light, normal and heavy). Successful completion of the channel spreadsheet is required to receive the \$300 payment.

After review and acceptance for inclusion in its queue, AccuRadio will commence streaming accepted channels on a date of its choosing after May 1, 2020 for a thirty-day (30) period, during which contestants must post at least three (3) positive mentions about his/her channel to one or more of his/her public social media accounts. At the end of the thirty day listening period, AccuRadio will

evaluate and determine the identity of the five channels meeting the (i) most-listened, (ii) most user-favorited, (iii) most creative, (iv) best genre-focused, and (v) best multi-genre channels, with AccuRadio determining in its sole subjective discretion the identity of the winning channels in categories (iii), (iv) and (v) above. Contestants submitting a channel winning in one of these five categories will receive \$1,000 in Visa gift cards. Winning contestants will be awarded their prizes within thirty (30) days immediately following the conclusion of the promotion.

Terms & Conditions:

Entry into the promotion by submitting a channel(s) to AccuRadio will be deemed acceptance of these terms and conditions. No purchase, entry fee or other consideration is necessary to participate. The promoter is AccuRadio LLC, whose address is 10 W Hubbard St, Suite, Chicago, IL 60654. Employees of AccuRadio and its affiliates, and their family members, are not eligible. Contest open only to listeners in the USA and Canada who are twenty-one (21) or older. The promotion begins on February 26, 2020 and ends on or before July 31, 2020. AccuRadio reserves the right to cancel or amend the promotion, its terms and conditions, at any time without notice. Prizes that may be awarded to the eligible winners are not transferable, redeemable for cash or exchangeable for any other prize, except as described above. All prizes must be redeemed from AccuRadio within thirty (30) days of the contest end date unless otherwise stated in the contest's official rules. Except where prohibited, participation constitutes consent to your use of name, likeness, entry and state of residence for promotional purposes (including complete winners list) in any media without further payment or consideration. If AccuRadio is unable to contact winners within thirty (30) days from first notification attempt, or if prize winners fail to provide necessary and appropriate information by a specified date, or if a winner fails to comply with any of the requirements, his/her prize will be forfeited. Odds of winning depend on the number of eligible channels received by AccuRadio. If a winner cannot be contacted or is disqualified for any reason, AccuRadio reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

By submitting a channel(s) to AccuRadio, contestant grants AccuRadio an unlimited, lifetime license to stream such channel(s) in perpetuity.

AccuRadio reserves the right to add or delete songs and change or revise suggested names of channels, for any reason whatsoever, including but not limited to DMCA compliance, standards of decency, availability of the track in AccuRadio's music library, or any other reason it determines in its sole discretion. AccuRadio reserves the right to promote selected channels in its emails, sweepers, press releases, and other marketing materials, which may have an

influence on listenership and user-favoriting of the channels.

All federal, state and local taxes are solely winner's responsibility. Winners will be issued a Form 1099-MISC for the nominal value of the prize. In no event does submission or acceptance of a channel(s) by AccuRadio confer on contestant any rights to AccuRadio's employee benefits or other remuneration, entry to its offices, or any other access or rights not specifically granted to contestants under these terms and conditions. \$1,000 USD in Visa gift cards will be awarded to each contestant winning in one of the five designated categories selected by AccuRadio in accordance with the rules outlined above. Each Visa gift card (the "Visa gift card") is issued by Bancorp Bank, Wilmington, Delaware ("Bancorp") and can be used everywhere Visa debit and gift cards are accepted in the U.S. and foreign countries. Visa gift cards may be activated by calling 1-866-208-3282 and providing the 16-digit gift card number and three (3) digit security code located on the back of the Visa gift card. The Visa gift card should also be registered at www.PpdMoney.com promptly upon receipt. If a card is lost or stolen, please contact Bancorp at 1-866-208-3282 for card replacement. A card replacement may be charged to replace your card. Funds do not expire. If available funds remain on your card after the valid thru date, call the customer service number on the back of the card to obtain a free replacement card. A monthly maintenance fee of \$4.95 will be deducted on the first day of the thirteenth month after the date of issue, following 12 months of inactivity. No cash or ATM access. By using the Visa gift card, you consent to issuer Bancorp's cardholder agreement which can be found at <https://www.thebancorp.com/support/fisgift/terms/>. Other restrictions may apply.

By submitting a channel(s) to AccuRadio, you agree to release, discharge, indemnify and hold harmless AccuRadio LLC and its affiliates, employees, officers, directors and members, promotion partners and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with your participation and/or entry in the contest and/or your receipt or use of any prize awarded (including vacations) due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this contest. Any and all warranties and guarantees are subject to the respective manufacturer's terms. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST

HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or AccuRadio in connection with the contest, shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of Illinois. Any action or litigation concerning this agreement shall take place exclusively in the federal or state courts sitting in Cook County, Illinois and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this contest, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Illinois. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

To receive the names of the winning contestants, send a stamped self-addressed envelope to: AccuRadio “Professionals Curating Channels Contest – Winners’ List,” Attn: B. Husmann, 10 W Hubbard St, Ste 5W, Chicago, IL 60654 by July 31, 2020.