

**KIX96 Official "Word That Wins"**  
**Brought to you by Lockwood Marine and Comcast**  
**Spring Book Contest Rules**

A complete copy of these rules can be obtained at the offices of KIX96 (WJCL), 214 Television Circle, Savannah, GA 31406 during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The contest will begin on Monday, May 5<sup>th</sup>, 2008, and will run through Saturday, June 28<sup>th</sup>, 2008. Listeners can play the contest by listening 5 times a day weekdays at 7:15am, 10:15am, 1:15pm, 4:15pm and 7:15pm for KIX to announce the Word that Wins. Listeners can also gain points on weekend bonus words and remote bonus words periodically. Listeners input that word on the KIX96 website ([www.kix96.com](http://www.kix96.com)) to receive points. These points can then be used to qualify for the boat or other prizes that will be given away. Contest has over \$20,000 in prizes available to win; including a 15ft Gheenue canoe with magic tilt trailer and 5HP Honda outboard engine (a \$4200 value) filled with Pepsi stuff! KIX will have other ways for listeners to get points too including (but not limited to) a Weekend Word, words that are given out when KIX96 is broadcasting live, and bonus words that will be available at sponsor locations.

All qualifying prizes must be claimed in person at KIX96 (WJCL) during regular business hours and within 30 days of winning, excluding holidays. After such time, ownership of said prize reverts to Cumulus Broadcasting LLC., to be disposed of at their discretion. The winner then loses all claims and rights to said prize.

Cash winners will be notified when their check is ready for pick-up and will have 30 business days from that time to pick-up their check. After such time, ownership of said prize reverts to Cumulus Broadcasting LLC., to be disposed of at their discretion. The winner then loses all claims and rights to said prize.

State issued picture identification must be presented to claim prize.

A winners list may be obtained after June 1st, 2008 by sending a self-addressed stamped envelope to the following address: KIX96, 214 Television Circle, Savannah, GA 31406, ATTN: Secret Sound - Winner List

**Privacy Statement for WJCL**

WJCL and Enticent, Inc. (collectively, 'us', 'we', 'Operators') have created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for the WJCL website ('Site').

Your privacy is very important to us. Because we gather certain types of personally identifiable information ("Personal Information") from users of our website and for various business activities, operational and business purposes, we feel you should know how we collect, use, disclose, manage, and store the Personal Information that you may voluntarily provide us and the Personal Information that is collected

passively through the use of cookies or image tags on our website. This Privacy Policy is a part of the Site's [Terms and Conditions](#), which is binding on all Site users. This Policy applies only to the Personal Information collected by the Operators and does not cover any such information collected by its corporate parent(s), affiliates, or any other company, unless specifically stated.

**If you do not agree with this Privacy Policy, please do not participate in the WJCL's online or off-line activities and services that require you to provide your Personal Information. (The type of Personal Information collected is listed below.)** This Policy provides information regarding your choices to either Opt-out or Opt-in when your Personal Information is used for various promotional and marketing purposes by the Operators, Site, its corporate affiliates, and/or our generous advertisers, sponsors, or promotional partners (collectively, "Advertisers"). For example, for the Operators, Site or our corporate affiliates use of your Personal Information for marketing and promotional purposes, we provide you with the right to Opt-out. However, the choice for sharing your Personal Information with Advertisers may be different. Please see details in the "Disclosure to Advertisers" section below.

## **GENERAL PRIVACY GUIDELINES**

We use your Personal Information to provide you with the features, services, or goods you request and to respond to billing and/or other such questions related to the Operators or Site. We will also use your Personal Information to notify you about updates, new features, programming and activities on behalf of the Operators, Site, or our Advertisers that may be of interest to you. (We explain below in the next section what our policy is for the collection, use and disclosure of Personal Information to Advertisers.)

We may also use your information for hiring, operational and business purposes, or to find out how we can improve our Site via surveys or online tracking mechanisms. We use aggregate Personal Information to help us to evaluate and modify existing services and features. We also use your Personal Information to develop new services and features that may be of interest to you.

We will not sell, exchange, rent, lease or otherwise disclose your Personal Information or Sensitive Personal Information to other third party marketers or any such persons that are not associated with the Operators as Advertisers unless it is necessary to: 1) conform to regulatory and legal requirements or to comply with legal process; 2) to protect the safety and security of our users, employees, or property; 3) to defend the rights of the Site or the Operators; or 4) to enforce the Terms and Conditions of the Site.

It is also necessary that we share your Personal Information and Sensitive Personal Information with our operational service providers, the specialists that provide internal support to the Operators operations and activities and/or for Site design, development, hosting and operations including maintenance, management, storage and/or fulfillment of our membership and e-mail clubs, various contests, sweepstakes, services, events and online stores. We use operational service providers to efficiently provide the full range of content, activities and membership services we bring to you and we request that our operational service providers also

protect your privacy and not disclose your Personal Information or Sensitive Personal Information to third party marketers that are not associated with the Operators or website. Additionally, such providers are not to use your personal Information for their own marketing or promotional purposes.

In the event that the assets or stock of the Operators, their corporate licensees or parent company(s) are sold or transferred, merged with a different company or entity, restructured, or subject to other fundamental corporate changes, we reserve the right to disclose any and all databases compiled from Personal Information or Sensitive Personal Information collected by the Operators to such successor. We will seek to obligate the Operators's successor to agree to the terms of the Privacy Policy, as it may hereafter be modified, but cannot guarantee that we will be able to do so or that the successor company will comply with this obligation.

We reserve the right to collect Personal Information using any new technology yet to be developed and to use such technology to provide new services and features to you, as well as for marketing and promotional purposes. Specific information regarding your choice to Opt-in or to Opt-out to such use, or for sharing your Personal Information with Advertisers, will be provided once the new technology, service, or feature is introduced.

## **WEBSITE COLLECTION, USE, AND DISCLOSURE OF PERSONAL INFORMATION**

Your IP address is used to gather broad demographic information. We use cookies to deliver content specific to your interests, to save your password so you don't have to re-enter it each time you visit our site, and for other purposes.

Our Site's registration form requires users to give us contact information (like their first and last name, mailing address, phone number, and email address) and demographic information (like their zip code, age, or gender). We use customer contact information from the registration form to send the user information about the rewards service, and to notify and ship prizes to the winners of auctions, sweepstakes, or contests as well as mail checks for cash earned on purchases made through the rewards service. The customer's contact information is also used to contact the visitor when necessary. We give users the option to remove their information from our database, to not receive future communications, or to no longer receive our service, by submitting your request to [Member Support](#). Demographic and profile data is also collected at our site. We use this data to tailor the visitor's experience at our site, showing them content that we think they might be interested in, and displaying the content according to their preferences. This information is shared with advertisers and other third parties on an aggregate basis.

Unless stated otherwise, we do not request contact information for a mobile phone, text messaging or any wireless device that includes a domain name address (such as ".net" or ".com") as part of the contact information. Federal law prohibits the sending of commercial email messages directly to a wireless device that uses a domain name, unless you have first given your affirmative consent. We may inadvertently collect a wireless device number that includes a domain name when you send us an inquiry or register for a contest or membership club. However, we will not knowingly use that contact information for sending commercial email. We

reserve the right to respond to user inquiries or requests sent via a wireless device that uses a domain name as such messages are not deemed to be commercial email and therefore, are not regulated by Federal law. However, when "computer to phone" commercial emails are prohibited by law, we may reject your wireless device contact information when such information is submitted for certain Site features or services. We will attempt to notify you if we will need new contact information.

For specific purposes (such as the purchase of goods and services) we may request a type of confidential personally identifiable information which shall be called "Sensitive Personal Information" and is defined as any individual's: (1) social security number; (2) driver's license number or state identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account. This Sensitive Personal Information will only be used to implement the specific activity or event it was submitted for. We will not share your Sensitive Personal Information with Advertisers.

However, more general Personal Information will be used to implement the specific activity or event and will also be used for the marketing of additional events, services and merchandising for this Site and the Operators.

## **DISCLOSURE TO ADVERTISERS**

Advertising support allows us to offer, free of charge, many great activities and services to our users such as contests, sweepstakes and special events. Therefore, we may also use your Personal Information for the marketing of events, products or services of our generous Advertisers. There are two ways users may receive such information from Advertisers, either indirectly via newsletters, email or direct mail from the Site, or directly from the Advertiser. We may use one or both methods depending on the activity and the Advertiser.

Our opt-in program allows you the opportunity to request to be contacted with additional information, to receive special offers and/or to receive materials from Advertisers. If you elect to opt-in to receive information, materials or special offers from these third parties, you give the Operators permission to transfer your personal information to our partners so they can fulfill your request. We will only share your information with those Advertisers or category of Advertisers you specifically opt-in to. Our third party partners have separate privacy and data collection practices; the Operators have no responsibility or liability for these independent policies.

If you do not want your personal information shared with Advertisers, please select the option to not participate in our opt-in program.

You have the option of completing online surveys as a part of the rewards service. Among other things, our surveys ask for demographic information (like income level). The information collected through these surveys is used to tailor our visitors' experience at our site and may be shared with advertisers and other third parties on an aggregate basis.

Our Site also provides users the opportunity to opt-out of receiving communications

from us and our Advertisers at the point where we request information about the visitor.

We give users the option to remove their information from our database, to not receive future communications, or to no longer receive our service, by submitting your request to [Member Support](#).

## **SECURITY MEASURES**

We conduct the collection, management, maintenance and storage of listener or website user information in a secure and commercially reasonable manner using acceptable industry standards of security technology and practices (such as electronic security systems and password protections) to protect against the loss, misuse or alteration of Personal Information. We also request that our operational service providers take such precautions. The Operator databases are accessible only by authorized personnel.

However, please note that when users transmit Personal Information over an unsecured Internet connection, the Site is not responsible for the security of that information during the transmission stage as your email or registration could be copied or intercepted by unknown third parties. We use a secured connection only for the collection of Sensitive Personal Information, which is necessary for the purchase of goods or services, but we do not use a secured connection for other types of activities. Therefore, you understand, acknowledge, and agree that you transmit certain Personal Information over this Site at your own risk.

## **CHILDREN'S PRIVACY POLICY**

Although persons of all ages may visit our Site and participate in activities that do not require the collection of Personal Information or Sensitive Personal Information, we do not knowingly or intentionally collect Personal Information or Sensitive Personal Information from children under the age of 13. Except for the limited circumstances listed below, we will automatically reject and delete the registration or entry of any person we believe in good faith to be underage. Any false or fraudulent registration or entry from a minor will be deemed to be ineligible and will disqualify the minor from the receipt of a prize, benefit, or other participation.

Except to meet Federal Communications Commission ("FCC"), or other regulatory and legal purposes, we will not use, store, or disclose any child's Personal Information to a third party without prior parental consent.

This Site may have contests and prizes that could appeal to children. However, we do not knowingly or intentionally collect personal Information from children. If we unintentionally receive Personal Information from children under the age of 13 in relation to this activity, we will comply with the Children's Online Privacy Protection Act of 1998 ("COPPA") and reject and destroy such correspondence upon knowledge of such collection, except for the limited circumstances above. For more information about COPPA, please see the Federal Trade Commission's website: [www.ftc.gov](http://www.ftc.gov).

## Your California Privacy Rights

Residents of the State of California, under a new provision of the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed Personal Information during the preceding year for direct marketing purposes. Alternatively, the law provides that if the company has a privacy policy that gives either an Opt-out or Opt-in choice for use of your Personal Information by third parties (such as advertisers or affiliated companies) for marketing purposes, the company may instead provide you with information on how to exercise your disclosure choice options.

The Operators of WJCL qualifies for the alternative option; it has a comprehensive privacy policy and provides you with details on how you may Opt-out or Opt-in to the use of your Personal Information by third parties for direct marketing purposes. Therefore, we are not required to maintain or disclose a list of the third parties that received your Personal Information during the preceding year for marketing purposes.

If you are a California resident and request information about how to exercise your third party disclosure choices you must send a request to the following address with a preference on how our response to your request should be sent (email or postal mail). You may contact us in two ways. Send email to Privacy Administrator at the email address listed in the Contact Us section below. Alternatively, you may contact the Operators at the physical address listed below in the Contact Us section of this privacy statement.

For requests sent via email, you must put the statement "Your California Privacy Rights" in the subject field of your email. All requests sent via postal mail must be labeled "Your California Privacy Rights" on the envelope or post card and clearly stated on the actual request. For all requests, please include your name, street address, city, state, and zip code. (Your street address is optional if you wish to receive a response to your request via email. Please include your zip code for our own recordkeeping.) **We will not accept requests via the telephone or by facsimile.** We are not responsible for notices that are not labeled or sent properly, or do not have complete information.

To all other users of this Site, if you have other questions about this Privacy Policy, please contact our Privacy Administrator at the email address or physical address listed below in the Contact Us section of this privacy statement.

Unless specified otherwise on the Site, all users must be at least 13 years of age and a legal resident of the United States to participate in any activity that requires the submission of Personal Information. This Site is designed and targeted to United States (U.S.) audiences and is governed by and operated in accordance with the laws of the United States. We make no representation that this Site is operated in accordance with the laws or governed by other nations. By your participation in our Site activities, you certify that you are at least 13 years of age and located in the U.S. If you are located in the European Union or elsewhere outside of the U.S. and you participate in activities on this Site contrary to our policy that only U.S. residents are eligible for certain activities, you do so at your own risk and initiative, and are

responsible for compliance with any applicable local laws. Please be aware that any Personal Information you transfer to us will be transferred to the U.S and subject to U.S. law. By using this Site, participating in any Site activities, and/or providing us with your Personal Information, you consent to this transfer of Personal Information to the U.S., and waive any claims that may arise under your own national laws. All users of the Site are required to provide true, current, complete and accurate Personal Information when prompted and we will reject and delete any entry that we believe in good faith to be false, fraudulent, or inconsistent with this Privacy Policy.

Your continued participation on this Site indicates your acceptance of this Privacy Policy and of the collection, use, disclosure, management and storage of your Personal Information as described below. We may from time to time, transfer or merge any Personal Information collected off-line to our online databases or store off-line information in an electronic format. We may also combine Personal Information we collect online with information available from other sources, including information received from Advertisers, or marketing companies. This Privacy Policy covers all such Personal Information and will remain in full force and effect as long as you are a user of the Site or a participant in Operators activities. **We reserve the right to revise this policy at any time by updating this posting without advance notice to you. Such revisions shall be effective to you immediately upon posting. Therefore, we encourage you to check this Privacy Policy often.**

### **Cookies/Image Tags**

The use of cookies is an industry standard and they are currently used on most websites, including this Site. Cookies are a small text file containing a unique identification number that is transferred from a website to the hard drive of a user's computer so that the website administrator or a third party operational service provider may identify the computer and passively track the user's activities on the website. Image tags work in conjunction with cookies and are small image files that may be located on select pages of our Site, or with-in web-based email newsletters that we may send. (Image tags are also called web beacons, web bugs, clear GIFs or single-pixel GIFs.) Tracking is important because we can better understand what parts of our website are used the most, when to launch new services and how to enhance current offerings. We may share the information we receive from cookies and image tags with third-parties and our Advertisers in aggregate form, which means that such information does not contain specific Personal Information or Sensitive Personal Information about any one visitor.

In short, cookies and image tags collect a user's Internet protocols and server information. Such data files allow our Site to remember your web browser when you visit our Site and are necessary tools for quick and efficient access to the Site. A cookie will not allow the Site to learn any Personal Information (such as your real name and email address) or Sensitive Personal Information that you have not otherwise disclosed. Cookies and image tags allow the Site to remember important information that will make the Site easier for you to use and helpful in our administration of various activities. We do not use cookies or image tags to collect other Personal Information or Sensitive Personal Information unless you give us permission to do so.

You can choose to have your computer warn you each time a cookie or image tag is

being sent, or you can choose to turn off all such devices. This is done through your browser. If you turn cookies off, you may not have access to many features at our Site that make your Internet experience more efficient and enjoyable - like the features mentioned above - and some of our other services will not function properly.

## **ADVERTISING AND OTHER THIRD PARTY CONTENT**

This Privacy Policy does not cover third party advertising or third party content that may be present on the Site. This Site may provide banner and general advertising, in addition to other content provided by our Advertisers or operational service providers. Users may from time to time purchase goods or services offered through, or otherwise participate in or send messages concerning such advertising, promotions or third party content offered through the Site. Such correspondence, transactions and agreements are solely between the user and the Advertiser or the third party content provider and do not involve the Site. Also, Advertisers and such third party content providers may not have the same privacy policies that we do and you are encouraged to read their privacy policy first.

## **HYPER LINKS TO OTHER WEBSITES**

This Site often provides links to third party websites that could be of interest to our users, including the websites of our Advertisers. The Operators do not own or control these websites and therefore, are not responsible for the content, business practices, nor operations of such websites. Third party websites linked on this Site may have different privacy policies and business practices than we do. The presence of a link to a third party website does not constitute or imply our endorsement, recommendation, or sponsorship of the third party content, goods, or services available through, or contained on, the Site. By use of this Site, you have agreed that you will use the hyperlinks to third party sites at your own risk.

## **Correct/Update**

We give users the option to change and modify information previously provided, by visiting the "My Account" section of the website or by submitting your request to [Member Support](#).

## **Contact Us**

For communications related to Your California Privacy Rights, contact us at the address below. For requests sent via email, you must put the statement "Your California Privacy Rights" in the subject field of your email.

Enticent  
attn: Your California Privacy Rights

500 Chastain Center Blvd  
Suite 595  
Kennesaw, GA 30144  
[Member Support](#)

If you have any other questions about this privacy statement, the practices of this Site, or your dealings with this Site, you contact us at the address below. For requests sent via email, you must put the statement "Privacy" in the subject field of your email.

Enticent  
500 Chastain Center Blvd  
Suite 595  
Kennesaw, GA 30144  
[Member Support](#)

The WJCL Word that Wins Service (the "Service"), operated by Enticent, Inc., and WJCL (together, Enticent, Inc. and WJCL are referred to as "we", "us" or "our") is provided to you ("you," "your" or "User") under the following terms and conditions, including any amendments thereto and any additional terms and conditions, rules or policies that may be applicable to particular offerings made in connection with the Service (collectively, the "Terms and Conditions"). This service will last for 90 days. We reserve the right to update or change these Terms and Conditions from time to time. Any such changes shall be reflected in an updated version of the Terms and Conditions posted on this site. By continuing to use the Service following the posting of any such change, you will be deemed to have agreed to the amended version of the Terms and Conditions. Any failure to comply with these Terms and Conditions by you may result in the termination of your account, and the forfeiture and relinquishment of all points you have accrued in the Service. **BY REGISTERING TO USE THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, SO PLEASE READ THEM CAREFULLY.**

#### **Description of the Service**

No purchase is necessary. The Service is a 90-day program where registered users can accrue points by engaging in certain activities and can redeem points for certain offers ("Rewards"). Points accrued in the Service are non-transferable to other users or accounts and have no cash or monetary value. Some Rewards provided through the Service by way of auctions, sweepstakes, or trade-ins are promoted regionally or nationally to users of other rewards services. Rewards that are promoted and accessible only to users eligible to participate in this Service are noted as such by the display of the reward type 'L' on the page displaying the material terms for that sweepstake, auction or trade-in. Rewards promoted and accessible regionally or nationally to users of this Service and other rewards services are noted as such by display of the reward type 'MM' on the page displaying the material terms for that sweepstake, auction or trade-in. In these cases, users of other rewards services in multiple cities will have the ability to participate in auctions, sweepstakes, and trade-ins available through the Service, which in turn may limit the availability of the items offered to you through the Service.

## **Eligibility**

Unless otherwise specified in connection with particular offerings, participation in the Service is open only to natural persons who are residents of the Savannah metropolitan area and who are 18 years of age or older and a legal U.S. resident. Only one winner per household. Employees or agents of WJCL, other radio stations in the Savannah area, Enticent, Pepsi, Comcast, and each of their respective affiliates, and immediate family members of or persons domiciled with any such persons are not eligible to participate. All contests are open to the general public nationwide, except for employees and their immediate families, former employees and their immediate families, agents, subsidiaries and affiliates of KIX96 (WJCL), other participating Cumulus stations, Cumulus Broadcasting LLC., participating sponsors (Pepsi, Comcast & Lockwood Marine), their immediate families, household members and all other radio industry employees. To be eligible listeners must have a working telephone number; both, when qualifying, and at the time they are selected as a prize winner. Individuals with disconnected phone numbers that have been changed without a forwarding phone number will be bypassed during the random winner selection process.

An individual may win this on-going contest only once within the 90 day period unless otherwise specifically stated. An individual may win other seasonal or one-time contests only once for the duration of the contest.

All Word The Wins winners live within 100 miles of the KIX96 studios, 214 Television circle in Savannah and that all winners must have a valid GA, SC, or military picture ID.

## **Reservation of Rights**

The Service and its benefits are offered at our discretion, and we have the right to modify or discontinue, temporarily or permanently, the Service, including the points levels, in whole or in part for any reason, at our sole discretion. We may, among other things, withdraw, limit, modify or cancel any Reward; increase the points required for any Reward; or modify or condition the transferability of Rewards or benefits. You agree that we will not be liable to you or any third-party for any modification or discontinuance of the Service, in whole or in part.

The decision of KIX96 is final.

Clues will be given at the discretion of the KIX96 management. To be fair to all participants, clues may be given on the air or via e-mail blasts, but will not be given over the phone.

All stated contest times are approximate and subject to change. KIX96 is not responsible for telephone problems or other technical issues that affect the outcome of the contest. If a caller #9 is disconnected before giving making their guess or before giving their contact information, KIX will take the next caller to play the contest.

In the event of a tie, the winner will be determined by random drawing or another means deemed appropriate by Cumulus Broadcasting LLC. The Cumulus Broadcasting representative conducting the contest will determine all winners; their decisions and interpretations of these rules shall be final.

All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, port charges, insurance fees, or other fees for prizes awarded become the sole

responsibility of the winner. All those who win a prize / prizes valued at over \$100 will be issued an IRS form 1099 to report their winnings.

All prizes are awarded "as is." Prizes are nontransferable and cannot be exchanged for other trips, prizes or cash.

KIX96 (WJCL) shall not be responsible for the failure of participating sponsors to deliver prizes as promised.

All entrants and winners agree that KIX96 (WJCL), Cumulus Broadcasting LLC., their affiliates, and sponsors shall have no liability and shall be held blameless for any injury, misfortune, or damage to either persons or property insured by entering, participating in, winning, or losing any contest by use or non-use of any prize received.

All entry blanks, forms devices and materials, as well as all the information contained on or within, gathered during the course of entry, shall become the sole property of the station to be used, disposed of or destroyed at the discretion of the station. Such use including, but not limited to, enrolling entrant in one or more of the station's listener clubs and sending entrant correspondence and solicitations with regard to such clubs. Further Cumulus Broadcasting LLC is not responsible for lost, mutilated, illegible, misdirected, late, stolen, incorrect or incomplete entries. KIX96 (WJCL) and Cumulus Broadcasting are not responsible for any incorrect or inaccurate information entered by website users, and 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 the website.

All winners agree that Cumulus Broadcasting LLC., their affiliates and sponsors may broadcast or publish their name, city of residence, photo, video tape, film or any other likeness, including their voice, recorded or live, for any reason Cumulus Broadcasting LLC., their affiliates and sponsors deems necessary without compensation. All winners will be further required to hold Cumulus Broadcasting LLC., their affiliates and sponsors, blameless and without liability for such publication, broadcast or use.

KIX96 (WJCL) reserves the right to end a contest at any time for reasonable cause or conflict that compromises the integrity of the contest upon advanced notice to the public. KIX96 (WJCL) reserves the right to limit the number of times an individual may enter a contest or drawing. KIX96 (WJCL) reserves the right to require contestants or their representative via written proxy to be present at drawings in order to win their prize. Cumulus Broadcasting reserves the right to change any of this promotion and or the promotional elements. Odds of winning are based on the number entries received.

Violations of any of these rules or attempts to win any contest by fraud, deception, or cheating shall be grounds for the station to disqualify that individual from participating in all current and future contests and events at the sole discretion of the station, as well as forfeiture of any prize or prizes won by fraudulent means.

#### **Membership registration**

In consideration of your use of the Service, you agree to provide true, accurate, current and complete information about yourself as prompted by the registration

form and to maintain and promptly update your personal data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our service providers have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and to refuse any and all current or future use of the Service (or any portion thereof) by you. You may not register with a disposable email address. Only one member account per person and two member accounts per household. If you are 13 years of age or under you cannot post information about yourself on the website or complete the registration process. You can, among other things, review your accumulated points, review the [Terms and Conditions](#) as amended from time to time, and review redemption options at [kix96.listenernetwork.com](http://kix96.listenernetwork.com)

### **Account security**

You will receive a password and account designation upon completing the registration process. You agree to maintain the confidentiality of your password and account, and that you are fully responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security, and to exit from your account at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with these conditions. If for any reason your account is terminated by either you or us, all of your points accrued will be forfeited.

### **Points**

To earn points, you must undertake an activity described in a Service-authorized promotion for earning points, which may include, but is not limited to: entering words or phrases into the Service web site that are announced on the air, completing certain surveys, visiting certain retail locations or Internet Web sites, registering for a designated product or service or engaging in other online activities for which points will be awarded in connection with the Service. You may earn points from only one computer or network access point at any given time; simultaneous activity on multiple computers for one account will not be credited. Streaming activity is further limited to one stream at a given time. You may accrue points simultaneously for non-streaming activity, provided it is in accordance with the conditions regarding network access points and multiple computers. Points posted to your account for transactions that are subsequently voided will reduce the points accrued in your account by the number of points earned for the corresponding voided transaction. We will use reasonable efforts to allocate earned points to each user's account. However, you are responsible for ensuring that your points are properly credited. If you believe that points have been earned but not credited, or in cases where we deem verification is required, we reserve the right to require proof of accrual, including, but not limited to, copies or receipts or similar documentation verifying any transactions claimed to have been performed. We must receive any claims of points by you and proof of accrual within 24 hours after the date such points are claimed to be earned. Points will be maintained in your account until the 90-day program is over or until they are redeemed for a Reward, whichever occurs first. All decisions regarding point balances, rewards, and forfeitures, and the identity of the individual accessing an account, are within our sole discretion.

### **Rewards**

During the 90-day program, you may redeem points accrued in your account for Rewards, provided that your account is in good standing at the time of the

redemption request. Bidding your points for Rewards in our Auctions will be subject to our [rules applicable to such auctions](#). You also may use your points to submit Sweepstakes entries, each of which is subject to our [rules for sweepstakes](#). You are required to be 18 years or older to bid in certain auctions, to be eligible for certain trade-ins or to submit certain Sweepstakes entries. Some Rewards provided through the Service by way of auctions, sweepstakes, or trade-ins are promoted regionally or nationally to users of other rewards services. Rewards that are promoted and accessible only to users eligible to participate in this Service are noted as such by the display of the term 'local' on the page displaying the material terms for that sweepstake, auction or trade-in. Rewards promoted and accessible regionally or nationally to users of this Service and other rewards services are noted as such by display of the phrase 'multi-market' on the page displaying the material terms for that sweepstake, auction or trade-in. In these cases, users of other rewards services in multiple cities will have the ability to participate in auctions, sweepstakes, and trade-ins available through the Service, which in turn may further limit the availability of the items offered to you through the Service. Upon receiving a prize in an auction, sweepstakes, or in some cases trade-ins, a member account will be prohibited from placing an active auction bid, entering a sweepstakes, or redeeming a trade-in for a consecutive 30 day period. All active bids and sweepstakes entries will remain active and eligible for winning prize until the member is outbid or the sweepstakes entered closes. For these purposes, items will be deemed to be received on the date that you receive notice of an item being awarded in an auction or trade-in or a prize being awarded in a sweepstakes. Points earned in two or more different accounts may not be combined to redeem or bid for any Reward. Some Rewards have limited availability and all Rewards are subject to availability and other terms and conditions. Dependent upon availability, we may substitute Rewards of greater or equal value. In some cases, Rewards you select are sent to you directly by the merchant, who is solely responsible for the quality and performance of the goods supplied. Rewards will only be shipped to locations within the continental United States. Any rules of the merchants relating to returns and exchanges apply, but no points will be re-credited to your account. You are responsible for taxes, if any, due on points or Rewards. We reserve the right to modify or cancel any Reward offering at any time. Redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other Rewards, or points under any circumstances.

#### **End of Service**

The service will end after 90 days from the start of the service. All un-spent points from all participants will be forfeited at that time. For questions about the service dates, please [Contact Us](#).

#### **Privacy Policy**

By participating in the Service, you agree that we may collect and use information about you that you provide to us in accordance with our [Privacy Policy](#). For more information, [click here](#) to see our complete privacy policy. By using the Service, you agree to be bound by the terms of our Privacy Policy.

#### **Gaming or Fraud**

Gaming, fraud or abuse relating to the accrual of points or redemption of Rewards may result in forfeiture of accrued points as well as the termination of your account. You are solely responsible for any fraudulent use of your points that could occur due to the theft of or sharing of your password. The Service is provided to individual

users who are natural persons for their own personal use. IT WILL BE CONSIDERED FRAUDULENT AND A VIOLATION OF THESE TERMS AND CONDITIONS FOR ANY INDIVIDUAL OR COMPANY TO DIRECT, ENCOURAGE, OR ALLOW INDIVIDUALS TO USE A SINGLE ACCOUNT FOR THE PURPOSE OF ACCUMULATING POINTS FOR COMPANY USE. LIMITATION OF LIABILITY, INDEMNITY AND RELEASE. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICE OR ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. BY USING THE SERVICE YOU AGREE THAT OUR TOTAL LIABILITY FOR ANY ACTION, CLAIM OR JUDGMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL OUT OF POCKET EXPENSES INCURRED IN CONNECTION WITH YOUR USE OF THE SERVICE, BUT IN NO EVENT ATTORNEY'S FEES. You accept all responsibility for, and hereby indemnify and hold us harmless from and against, any actions taken by any user authorized to use your account, including, but not limited to, accrual of points, redemption of points, and disclosure of passwords to third parties. By using the Service, you release us, our subsidiaries, and affiliates from any and all liability regarding the redemption of points, use of Rewards, or other participation in the Service.

#### **Violation of the Terms**

You understand and agree that in our sole discretion, and without prior notice, we may remove points from your account as a penalty, terminate your access to the website or deactivate your membership account if we determine that you have violated our Terms and Conditions.

#### **Indemnity**

You agree to indemnify and hold us, our subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the website, including, without limitation, any information or content you post to the site or any interference with the operation of the site.

#### **Miscellaneous**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any conflicts or choice of laws rules (whether of Georgia or any other jurisdiction). The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions is found to be invalid or unenforceable, these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Service and its components, including all trademarks, trade names and logos, are the property of Enticent, Inc. and/or its licensors, which reserves all rights to such property.