

# OFFICIAL CONTEST RULES & REGULATIONS FOR "RICKY MARTIN ALL IN FLYAWAY"

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING.  
VOID WHERE PROHIBITED.

1. These rules govern the "RICKY MARTIN ALL IN FLYAWAY" contest (the "Contest") being conducted by LA MUSICA APP (the "APP") and WSKQ-FM, WPAT-FM, KXOL-FM, WMEG-FM, WODA-FM, WIOB-FM & WRXD-FM (the "STATIONS") between Friday, June 09<sup>th</sup>, 2017 through Friday, June 23<sup>rd</sup>, 2017. The contest is subject to all applicable federal, state and local laws and regulations and is void outside NYC Tri State, Los Angeles, and Puerto Rico areas, and wherever prohibited or restricted by law.

## 2. ELIGIBILITY

- A. Contestants must (i) be at least 18 years of age to participate, (ii) have a valid NY, NJ, CA, PR, or CT Driver's License, and (iii) have a valid social security number and card, or a valid taxpayer identification number ("TIN").
- B. Employees, officers, and directors of Spanish Broadcasting System, Inc. ("Sponsor"), LA MUSICA APP ("APP and Administrator"), WSKQ-FM, WPAT-FM, KXOL-FM, WMEG-FM, WODA-FM, WIOB-FM & WRXD-FM (the "STATIONS"), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this contest ("Release Parties") and the members of the immediate families or households of any of the above. "Immediate family members" includes, for purposes of this contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grandchildren) and each of their respective spouses are ineligible.
- C. **If a winner selected is later determined by the APP to be ineligible, no prize will be awarded to the ineligible contestant and the APP reserve the right to award the prize to a qualified contestant.**

## 3. NATURE OF CONTEST:

- A. Beginning Friday, June 09<sup>th</sup>, 2017 through Friday, June 23<sup>rd</sup>, 2017 a recorded or live promotional radio spot will air on WSKQ-FM, WPAT-FM, KXOL-FM, WMEG-FM, WODA-FM, WIOB-FM & WRXD-FM to solicit listeners to download La Musica APP and using the official registration page on the APP, register for an opportunity to win the grand prize. There will be two (2) winners chosen from all eligible **Los Angeles** registrants (as solely determined by the APP), two (2) winners chosen from all eligible **New York Tri State** registrants (as solely determined by the APP), two (2) winners chosen from all eligible **Puerto Rico** registrants (as solely determined by the APP). The lucky winners will be announced live on-air by one of WSKQ-FM, WPAT-FM, KXOL-FM, WMEG-FM, WODA-FM, WIOB-FM & WRXD-FM DJ's on Monday June 26<sup>th</sup>, 2017 and will win the grand prize listed below (As detailed at Section 5, below). Winners and their travel guests from **Los Angeles** must be able to travel on **Monday September 11<sup>th</sup>, 2017** and return on **Wednesday September 13<sup>th</sup>, 2017**, Winners and their travel guests from **Puerto Rico** must be able to travel on **Monday September 18<sup>th</sup>, 2017** and return on **Wednesday September 20<sup>th</sup>, 2017**, Winners and their travel guests from **New York** area must be able to travel on **Thursday September 14<sup>th</sup>, 2017** and return on **Saturday September 16<sup>th</sup>, 2017**. Travel schedule is non-negotiable and is set by the sponsor of this contest. Participants in **Puerto Rico** must adhere by the rules of **DACO**, grand prize winners selected in Puerto Rico will have 30 days to confirm their prizes. If winners do not confirm their prizes within the allowed 30 days, 5 new alternates will be selected until both grand prize winners are confirmed.
- B. By participating in the Contest, participants agree to be bound by these Official Rules and the decisions of the APP, whose decisions shall be final, binding and conclusive on all matters relating to this Contest. The APP reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the APP believe has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner or qualifier status using fraudulent means. The APPs will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the APP decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the APPs, the APPs

reserve the right to terminate this Contest, or make such other decisions regarding the outcome as the APPs deem appropriate. All decisions will be made by the APPs are final.

#### 4. **CONDITIONS FOR PARTICIPATION**

Winners and their travel guests are responsible for all incidentals, meals, and expenses outside of section 5 prizes below. Travelers must have all identification and travel documents needed by the TSA to legally travel within the USA. Travelers must have a credit card or form of payment for incidentals upon checking into the hotel in Las Vegas. APP is not responsible for any travel delays due to unforeseen events. Winners and their travel guests from **Los Angeles** must be able to travel on **Monday September 11<sup>th</sup>, 2017** and return on **Wednesday September 13<sup>th</sup>, 2017**, Winners and their travel guests from **Puerto Rico** must be able to travel on **Monday September 18<sup>th</sup>, 2017** and return on **Wednesday September 20<sup>th</sup>, 2017**, Winners and their travel guests from **New York** area must be able to travel on **Thursday September 14<sup>th</sup>, 2017** and return on **Saturday September 16<sup>th</sup>, 2017**. Travel schedule is non-negotiable and is set by the sponsor of this contest.

The APP is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, traffic congestion on telephone lines.

No mechanical duplication of entries will be allowed. The APP is not responsible for any connection problems or phone problems on the entry side. All entries become the exclusive property of the APP. By entering this Contest, participants agree to be bound by these Official Rules and the decisions of the APP whose decisions shall be final, binding and conclusive on all matters relating to this Contest.

The APP reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the APP believes has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. The APP will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the APP's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the APP, the APP reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the APP deems appropriate. All decisions will be made by the APP and are final.

#### 5. **PRIZES**

- Six (6) winners total will be selected to be the grand prize winners. The breakdown of the total winners are as follows: Two (2) winners chosen from all eligible **Los Angeles** registrants (as solely determined by the APP), two (2) winners chosen from all eligible **New York Tri State** registrants (as solely determined by the APP), two (2) winners chosen from all eligible **Puerto Rico** registrants (as solely determined by the APP). They will win a round trip experience to see the Ricky Martin All In Show at the Monte Carlos Hotel in Las Vegas Trip includes a round trip coach airfare for two persons from a home area airport to Las Vegas, a standard double occupancy hotel room for two persons, ground transportation from Las Vegas airport to hotel and from Las Vegas hotel to Las Vegas airport, and two tickets for the Ricky Martin All In show in Las Vegas Park Theatre. Winners and their travel guests from **Los Angeles** must be able to travel on **Monday September 11<sup>th</sup>, 2017** and return on **Wednesday September 13<sup>th</sup>, 2017** and will attend the **Tuesday September 12<sup>th</sup>, 2017** showing of the Ricky Martin All In Show at the Park Theatre, Winners and their travel guests from **Puerto Rico** must be able to travel on **Monday September 18<sup>th</sup>, 2017** and return on **Wednesday September 20<sup>th</sup>, 2017** and will attend the **Tuesday September 19<sup>th</sup>, 2017** showing of the Ricky Martin All In Show at the Park Theatre, Winners and their travel guests from **New York** area must be able to travel on **Thursday September 14<sup>th</sup>, 2017** and return on **Saturday September 16<sup>th</sup>, 2017** and will attend the **Friday September 15<sup>th</sup>, 2017** showing of the Ricky Martin All In Show at the Park Theatre. Travel schedule is non-negotiable and is set by the sponsor of this contest.
- **Retail values** of the grand prizes are as follows: Winners from **Puerto Rico** ARV of their grand prize is \$2,000.00, Winners from **Los Angeles** ARV of their grand prize is \$1,200.00, and Winners from **New York Area** ARV of their grand prize is \$1,800.00. The total amount of the retail value of all grand prizes to be awarded is \$10,000.00

- No substitutions permitted except at the sole discretion of the APP, in which case a prize of greater or equal value will be awarded. The APP makes no warranty with respect to any Contest prize and is not responsible for cancellation or postponement. The cash equivalent of any portion of any Contest prize is not permitted, except at the APP's sole discretion. The APP will report value of prizes as required by law.

6. **ODDS OF WINNING.** The odds of winning depend on the number of eligible participants.
7. **RELEASE.** By participating in the Contest each participant waives any and all claims of liability against the APPs, Spanish Broadcasting System, Inc., its subsidiaries, affiliates and participating sponsors and their respective employees, directors, shareholders and agents, from any and all claims, liabilities and damages arising directly or indirectly out of the award of the prize or that may be sustained directly or indirectly in connection with this Contest, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize or for any claims, liabilities, losses, repairs, damage or injuries arising out of or in conjunction with the services, merchandise or other benefits obtained by the winner or this Contest. In order to receive a prize, participants must sign an official waiver form provided by the APP.
8. **REDEEMING OF PRIZE.** All prizes, won by winners during the Contest period will be available 30 days after the official winners announcement.. (Restrictions applies)
9. **PUBLICITY, USE OF PERSONAL INFORMATION.** By participating, all participants and winner(s) grant the APPs permission to use their names, characters, photographs, voices, biographical information and likenesses in connection with promotion of this Contest and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree that the APPs may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.
10. Any tax or additional expenses incurred as a result of the prize are the sole responsibility of each winner. 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 related to the prize(s) and paying any expenses associated with any prize that is not specifically provided for in these official rules. Any person winning over \$600 in prizes from the APP 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.
11. Prizes may not be substituted, are not transferable, redeemable for cash or exchangeable for any other prize. Prizes may not be claimed or used by any person other than the winner.
12. The APP reserves the right to award additional prizes throughout the Contest.
13. Any rule changes after the Contest begins must not disadvantage Contest participants and will be announced promptly and conspicuously.
14. The name of the listener that appears on the official/original entry form is the winner of that particular contest.
15. The APP disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express mail or other delivery method. The APP is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, traffic congestion on telephone lines.
16. Each winner must submit proof of eligibility and sign the APP's release form to claim the prize. Void where prohibited. In the event the APP is prevented from continuing with the Contest or the integrity and/or feasibility of the Contest is severely undermined by an event beyond the APP's control the APP may substitute prizes of equal or greater value or discontinue the Contest at any time. In no event will the APP be obligated to award more than the number of prizes stated in these Official Rules. The APP disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest.
17. The conduct of the Contest is governed by the applicable laws of the U.S., which take precedence over any rule to the contrary herein. The APPs shall follow the applicable laws for posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the contest, etc., as required by local, state and federal law.

18. A copy of these rules and regulations are available during normal business hours at Spanish Broadcasting System and at the radio APP's websites at [www.lamusica.com](http://www.lamusica.com) and will be retained and available for public inspection at the APP's offices located at 7007 NW 77<sup>th</sup> Ave, Miami, FL 33166.
19. Contest Sponsor: This contest is sponsored by Ganesha Productions, Inc.

[Acknowledgment Follows]

## AFFIDAVIT OF ELIGIBILITY

I have read and understood the rules governing the Official Contest Rules for "RICKY MARTIN ALL IN FLYAWAY" Contest, as they are set forth above. I authorize that the APP can contact the U.S. Social Security Office to verify the validity of my SSN/TIN. Furthermore, I have been given the opportunity to have any questions answered by La Musica staff, and I agree to abide by the contest rules.

I affirm, under penalty of perjury, that the information listed below is true and correct.

(Please Print) Name:	_____	_____
Address:	_____	Signature
City/State/Zip:	_____	Date
Phone #:	_____	
Social Security # or	_____	
TIN #:	_____	