

TOM & MARIA'S COROLLA CRUISE

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. HOW TO ENTER

- a. These rules govern the *Tom & Maria's Corolla Cruise* promotion (the "Promotion") being conducted by KOOL-FM (the "Station"). The Promotion begins on Monday, November 4, 2013 and ends on Monday, November 25, 2013 (the "Promotion Dates").
- b. To enter the Promotion, you may enter on-air beginning on Monday, November 4, 2013 at 6:00 AM Mountain Time ("MT") and ending on Friday, November 22, 2013 at 7:00 PM MT (the "On-Air Entry Period"), on-line beginning Monday, November 4, 2013 at 6:00 AM MT and ending on Friday, November 22, 2013 at 10:00 AM MT (the "On-Line Entry Period"), and/or in-store beginning Monday, November 4, 2013 at 6:00 AM MT and ending on Thursday, November 21, 2013 at 10:00 AM MT (the "On-Site Entry Period") as follows:
- c. **To enter on-air**, listen to the Station on-air each weekday during the On-Air Entry Period during the 6:00 AM MT, 8:00 AM MT, 10:00 AM MT, 12:00 PM MT, 2:00 PM MT, 5:00 PM MT, and 6:00 PM MT hours for the announcement of the cue to call. Upon hearing the cue to call, the designated caller (as announced by the on-air personality prior to the cue to call) to successfully get through to the Station contest line at 602-260-9494 and completes their call will win a Qualifying Prize (as described below) and deemed a "Qualifier" upon confirmation of eligibility. At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller to successfully get through to the Station contest line at 602-260-9494 and completes their call will win a Qualifying Prize and deemed a Qualifier upon confirmation of eligibility. There will be a total of one hundred five (105) On-Air Qualifiers. There is no limit to the number of times a participant may attempt to call in to become a Qualifier, but a participant may be a Qualifier only once. Due to delays in the online streaming of the Station's broadcast signal, listeners listening to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Participants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

- d. **To enter online**, visit www.koolradio.com and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Online Entry Period. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Limit one (1) online entry per person or email address regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. All entries must be received by Friday, November 22, 2013 at 10:00 AM MT. A total of seven (7) online entrants will be selected on Friday, November 22 at 10:30 AM MT by the Station in a random drawing of all eligible on-line entries received and deemed a "Qualifier," and awarded a Qualifying Prize (as described below) upon confirmation of eligibility. The Station will contact the Qualifiers via telephone immediately following the drawing. We will give the selected Qualifier until 4:30 PM on Friday, November 22, 2013 to respond and confirm eligibility. In the event that the selected Qualifier is found to be ineligible, the Station will randomly select another entrant in a random drawing of all eligible on-line entries received, award them a Qualifying Prize (as described below), and deem them a Qualifier upon confirmation of eligibility. There will be a total of seven (7) Qualifiers determined from all online entrants.
- e. **To enter on-site**, during the on-site Entry Period, visit any participating Valley Toyota Dealer location during regular business hours to obtain an official entry form (available while supplies last), legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on an official entry form and place the completed entry form in the on-site registration box. Participating Dealers:

Camelback Toyota, 1550 East Camelback Road, Phoenix, AZ 85014;
Riverview Toyota, 2020 West Riverview Auto Drive, Mesa, AZ 85201;
AutoNation Toyota Tempe, 7970 South Autoplex Loop, Tempe, AZ 85284;
Right Toyota, 7701 E Frank Lloyd Wright, Scottsdale, AZ 85260;
Bell Road Toyota, 2020 West Bell Road, Phoenix, AZ 85023;
Avondale Toyota, 10005 West Papago Frwy., Avondale, AZ 85323;
Big Two Toyota Scion of Chandler, 1250 S. Gilbert Road, Chandler, AZ 85286;
Earnhardt Toyota/Scion, 6136 East Autoloop Avenue, Mesa, AZ 85206;
Larry H. Miller Toyota Peoria, 8633 West Bell Road, Peoria, AZ 85382)

All entries must be received by Thursday, November 21, 2013 at 10:00 AM MT. Entries submitted may not be acknowledged or returned. Failure to provide all required information will result in disqualification. A total of eleven (11) entrants will be selected on Friday, November 22, 2013 at 8:30 AM MT by the Station in a random drawing of all eligible in-store entries received, each deemed a "Qualifier," and awarded a Qualifying Prize (as described below) upon confirmation of eligibility. The Station will contact the Qualifiers via telephone immediately following the drawing. The Station will contact the Qualifiers via

telephone immediately following the drawing. We will give the selected Qualifier until 4:30 PM on Friday, November 22, 2013 to respond and confirm eligibility. In the event that the selected Qualifier is found to be ineligible, the Station will randomly select another entrant in a random drawing of the remaining in-store entries, award them a Qualifying Prize (as described below), and deem them a Qualifier upon confirmation of eligibility. There will be a total of eleven (11) Qualifiers determined from all in-store entrants.

- f. Only one (1) entry per person is permitted regardless of the method of entry. A participant may be a Qualifier only once.
- g. There will be a total of one hundred twenty-three (123) Qualifiers selected.

2. ELIGIBILITY RESTRICTIONS

- a. Promotion is open to all legal residents of the State of Arizona, who, at the time of entry, are 18 years or older with a valid driver's license. Void where prohibited or restricted by law. Employees, officers, directors and agents of Valley Toyota Dealers, the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Phoenix metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.
- b. Persons are eligible to win a prize in a Promotion conducted by the Station as many times as they participate. Winner must hold a valid government-issued driver's license and also must qualify for required automobile insurance, and present evidence of such insurance prior to the delivery of the Grand Prize.
- c. Each winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

- a. One Hundred Twenty Three (123) Qualifying Prizes will be awarded in this promotion. The Approximate Retail Value ("ARV") of the Qualifying Prize is \$0.00. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Qualifying Prize. The prize is awarded as is. Each Qualifying Prize is one (1) Entry (a "Mile" along the "Corolla Cruise" 123-mile long route) good for one (1) chance to win a Grand Prize.

- b. Two (2) Grand Prizes may be awarded in this Promotion. The Approximate Retail Value ("ARV") of each Grand Prize is \$20,510.00; such figure is based on Manufacturers Suggested Retail Price ("MSRP") of vehicle. Prize's actual retail value may vary from the ARV stated herein due to the selection of options, accessories, or delivery location, and any applicable taxes or government-required fees not specified herein. The Grand Prize is a 2014 Corolla S, Model # 1864 provided by Valley Toyota Dealers. The prize winner shall be solely responsible for any and all applicable taxes, including sales tax, as well as title, plate fees, and registration and documentation fees, insurance (proof of which must be shown prior to taking possession of vehicle), dealer preparation fees or destination charges (if any), operating and maintenance expenses, or any other fees and expenses not specified herein associated with the receipt and use of the prize. Valley Toyota Dealers selection of the vehicle's color, options and equipment will be based on dealer stock/availability. Dealer incentives or rebates will not be credited or applied to any vehicle won. Winner must take possession of the Grand Prize vehicle at a Valley Toyota dealership designated by the Station or its designee within thirty (30) days following winning or whenever their Grand Prize becomes available. Winner is responsible for all costs associated with any permitted vehicle upgrade/option package and/or accessories. Winner must provide proof of insurance and a valid driver's license and must take delivery at a dealership and time specified by the Sponsor. All obligations must be met before contestant takes possession of the car. Vehicle awarded may differ from any vehicle shown in Promotion materials. Promotion Entities make no representation or guarantee as to availability of any particular vehicle; and, if winner's choice of vehicle is not available for any reason, Promotion Entities may substitute a comparable vehicle of Promotion Entities' sole choosing without liability of any kind. The prize is provided as is. Neither the Promotion Entities nor the dealer/retailer have made or are responsible in any manner for any warranties, representations or guarantees, express or implied, in fact or law, relating to the prize, including without limitation, its quality, mechanical condition, merchantability or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply. The Grand Prize is awarded as is.

- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at the office of the Station at the address below during regular business hours. The winner will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes

the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.

- d. The Prize(s) is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

4. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. One hundred twenty three total (123) Qualifiers will be selected as described in Section 1 of these Official Rules: one hundred five (105) selected from on-air, nine (9) selected from online entry, and nine (9) selected from On-site entry.
- c. Odds of becoming a Qualifier by entering on-air depend upon the number and order of calls received. Odds of becoming a Qualifier by entering online depend upon the number of entries received at the time of the respective drawing. Odds of becoming a Qualifier by entering on-site depend upon the number of entries received at the time of the respective drawing. Odds of a Qualifier winning a Grand Prize are 1 in 60.5.
- d. On-Air Qualifiers must listen to the Station to win. Online and On-site Qualifiers need not listen to the Station to win.
- e. All Qualifiers will be randomly assigned one (1) "Mile" along the "Corolla Cruise" 123-mile long route as shown in the attached diagram. "Miles" along the "Corolla Cruise" route are designated by physical mile marker signs along the route.
- f. The "Corolla Cruise" route is defined as a continuous 123-mile Freeway loop around Phoenix, AZ metro area. The "Corolla Cruise" route covers the following: the intersection of Interstate 10 and Loop 202 (Santan Freeway) to the intersection of Loop 202 (Red Mountain Freeway) and Loop 101 (Pima Freeway), the intersection of Loop 202 (Red Mountain Freeway) and Loop 101 (Pima Freeway) to the intersection of Loop 101 (Agua Fria Freeway) and Interstate 10,

and the intersection of Loop 101 (Agua Fria Freeway) and Interstate 10 to the intersection of Interstate 10 and Loop 202 (Santan Freeway).

- g. On Monday, November 25, 2013, at approximately 7:30 AM MT, 94.5 KOOL FM air personality, "Tom" will begin driving a 2014 Toyota Corolla S along the "Corolla Cruise" route. Tom will begin at Camelback Toyota (1550 East Camelback Road, Phoenix, AZ 85014) and drive directly to the north portion of the "Corolla Cruise" loop. He will drive counterclockwise around the route. On November 25, 2013, at approximately 7:30 AM MT, 94.5 KOOL FM air personality "Maria" will also begin driving a 2014 Toyota Corolla S along the "Corolla Cruise" route. Maria will begin at Camelback Toyota (1550 East Camelback Road, Phoenix, AZ 85014) and drive directly to the south portion of the "Corolla Cruise" loop. She will drive counterclockwise around the route. Both drivers will maintain the legal speed as posted and as safely as possible under the current driving conditions.
- h. Both 2014 Toyota Corolla S vehicles will begin with a full tank of gas.
- i. Tom and Maria will each drive until they complete one (1) full loop around the "Corolla Cruise" route: from the location where they entered the "Corolla Cruise" route back to the same location where they entered the "Corolla Cruise" route.
- j. Upon completion of one (1) full loop around the "Corolla Cruise" route, Tom will drive his 2014 Toyota Corolla S to Bell Road Toyota (2020 West Bell Road, Phoenix, AZ 85023) for a one (1) hour "pit stop."
- k. Upon completion of one (1) full loop around the "Corolla Cruise" route, Maria will drive her 2014 Toyota Corolla S to Big Two Toyota Scion of Chandler (1250 S. Gilbert Road, Chandler, AZ 85286) for a one (1) hour "pit stop."
- l. At the conclusion of the one (1) hour "pit stop," Tom and Maria will each drive their 2014 Corolla S counterclockwise along the "Corolla Cruise" route.
- m. Upon completion of one (1) full loop around the "Corolla Cruise" route, Tom will drive his 2014 Toyota Corolla S to Larry H. Miller Toyota Peoria (8633 West Bell Road, Peoria, AZ 85382) for a one (1) hour "pit stop."
- n. Upon completion of one (1) full loop around the "Corolla Cruise" route, Maria will drive her 2014 Toyota Corolla S to Earnhardt Toyota/Scion (6136 East Autoloop Avenue, Mesa, AZ 85206) for a one (1) hour "pit stop."
- o. At the conclusion of the one (1) hour "pit stop," Tom and Maria will each drive their 2014 Corolla S counterclockwise along the "Corolla Cruise" route.
- p. Tom will continue to drive his 2014 Corolla S until the low fuel indicator light illuminates. The Qualifier who is assigned to the "Mile" along the "Corolla Cruise"

route (as designated by the physical mile marker signs along the route) that the furthest forward part of Tom's 2014 Corolla S has most recently passed when the low fuel indicator light in Tom's 2014 Corolla S illuminates, will win a Grand Prize.

- q. Maria will continue to drive her 2014 Corolla S until the low fuel indicator light illuminates. The Qualifier who is assigned to the "Mile" along the "Corolla Cruise" route (as designated by the physical mile marker signs along the route) that the furthest forward part of Maria's 2014 Corolla S has most recently passed when the low fuel indicator light in Maria's 2014 Corolla S illuminates, will win a Grand Prize.
- r. Station reserves the right to substitute a driver at any time.
- s. A maximum two (2) Grand Prizes will be awarded.
- t. In the event there is not a Grand Prize winner or winners determined (i.e. a 2014 Corolla S malfunctions and is unable to complete the "Corolla Cruise" until the low fuel indicator light illuminates, or the low fuel light indicator does not illuminate at all or for any other reason the "Corolla Cruise" event cannot be completed), the Station will determine the Grand Prize winner or winners in a random drawing of all eligible Qualifiers.
- u. Each Grand Prize winner will be notified by telephone immediately upon the conclusion of the contest.
- v. The Grand Prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of winning or prize will be forfeited. No alternate winner will be selected. If the Grand Prize winner cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the Grand Prize winner forfeits the prize.

5. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.

- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals,

poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.

- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.
- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without

resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

- i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by November 25, 2013 to "*Tom & Maria's Corolla Cruise Promotion – Official Rules*," Attn: Promotions, 94.5 KOOL FM, 840 N. Central Ave., Phoenix, AZ 85004. For the names of the prize winners send a self-addressed stamped envelope for receipt by December 25, 2013 to the above address marked "*Tom & Maria's Corolla Cruise Promotion– Winner List*." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at www.koolradio.com.

6. PRIVACY

- a. By participating in the Promotion, you agree to the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at www.koolradio.com. In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Promotion Administrator/Sponsor:

94.5 KOOL FM, 840 N. Central Ave., Phoenix, AZ 85004

Valley Toyota Dealers Association, Inc. (aka "VTDA"), 1850 N. Central Ave, Suite 1800, Phoenix, AZ 85004