

**Ryan Seacrest's Jingleball Flyaway Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. **PROMOTION PERIOD:** Ryan Seacrest's Jingleball Flyaway Sweepstakes (the "Sweepstakes") begins at 12:00:01am Eastern Time ("ET") on October 30, 2017, and ends at 11:59:59pm ET on November 10, 2017 (the "Promotion Period"). All entries must be received during the Promotion Period. The Sponsor's (as defined below) computer is the official time-keeping device for this Sweepstakes.
2. **ELIGIBILITY:** Sweepstakes is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia ("Territory") who are at least eighteen (18) years of age or older as of the date of entry. If a participant has not reached the age of majority in his/her primary state of residence as of the date of entry into the Sweepstakes (which is eighteen (18) years old in most states but is nineteen (19) years old in Alabama and Nebraska and twenty-one (21) years old in Mississippi) (a "Minor"), then the participant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental consent occurs when the parent or legal guardian of a Minor who has not reached the age of legal majority in their residing state, grants permission for the Minor to participate and agrees on behalf of himself/herself and the Minor to these Official Rules. It is strictly prohibited for anyone who does not meet the age requirement as of the date of entry to be allowed to participate in the Sweepstakes and in no situation shall anyone under the age of thirteen (13) shall be permitted to enter any sweepstakes at any time, under any circumstances. Subject to all applicable federal, state, and local laws and regulations. Void in Alaska, Hawaii and where prohibited or restricted by law. Individuals who have won a prize from the Sponsor (as defined below) within one hundred eighty (180) days prior to the start date of this Sweepstakes are not eligible to enter or win.

Employees of Premiere Networks, Inc. (the "Sponsor") (a subsidiary owned and operated by iHeartMedia + Entertainment, Inc.), On Air with Ryan Seacrest (the "Radio Show"), KAO USA Inc. , iHeartMedia + Entertainment, Inc., any affiliated promotional partners, each radio station contracted to broadcast the Radio Show, and each of the foregoing's respective parents, subsidiaries, affiliates, officers, directors, members, managers, and shareholders, and each of their employees, talent, artists, volunteers, contractors, agents, and advertising agencies (collectively, the "Sweepstakes Entities"), as well as members of the immediate family of any such persons, are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation, or other family extension and any other persons residing at the same household whether or not related.

3. **HOW TO ENTER:** During the Promotion Period, submit your entry by visiting <http://www.onairwithryan.com> and follow the Sweepstakes link to review the submission guidelines and complete all required information in the online entry form. Entries are limited to one (1) entry per person per day (each a "Regular Entry") during the Promotion Period.

Bonus Entries:

Upon completion of entry into the Sweepstakes, participants may also click on the Social Media buttons to (i) follow the Radio Show on Twitter, (ii) follow the Radio Show on Instagram, and (iii) favorite the Radio Show on your iHeartRadio account. No social media accounts are required to enter the Sweepstakes, and you do not have to "Like" or "Follow" or "Favorite" in order to gain an entry. Limit of up to six (6) bonus entries per person per day throughout the Promotion Entry Period, regardless of the social media entity used.

Regular Entries and bonus entries together shall herein be referred to as "Entries". All eligible Entries must be received during the Promotion Entry Period to be eligible.

Entries are subject to any applicable restrictions or requirements listed herein. The Sponsor is not responsible for Entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. The Sweepstake Entities are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete Entries or communications, regardless of cause. Multiple participants are not allowed to use the same email address. Any attempt by a participant to acquire more than the stated number of Entries by using numerous email addresses, registrations, identities, or any other methods will void that participant's Entries and that participant may be disqualified. The use of automated device, software, computer programs, or any other mechanical or electronic means to register or enter the Sweepstakes is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Incomplete and/or multiple Entries will be disqualified. Should multiple users of the same email account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arises regarding the identity of the participant, the authorized account holder of the email account or mobile phone account used to enter the Sweepstake at the time of entry will be

considered the participant. "Authorized account holder" is defined as the natural person who is assigned an email address or mobile phone number by an Internet access provider, online service provider, mobile service provider or other organization which is responsible for assigning email addresses, mobile phone numbers, or the domain associated with the submitted email address. Valid Entries must contain all information requested. Sweepstakes winner(s) will be selected from online Entries only. Where applicable, one (1) prize per person/household. The Sponsor will not verify receipt of Entries. Responsibility for receipt of entry rests solely with the participant.

4. **PRIZE DRAWING / WINNER NOTIFICATION:** On or about one (1) weekday after the end of the Promotion Period, one (1) potential winner will be selected in a random drawing conducted by the Sponsor from all eligible Entries received during the Promotion Period. Odds of winning depend upon the number of eligible Entries received during the Promotion Period.

By entering the Sweepstakes, you agree (a) to be bound by and comply with these Official Rules, including the eligibility requirements; (b) as between you and the Sponsor, that the decisions of the Sponsor are final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Official Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion of the Sweepstakes that participation may be required to be considered eligible.

Potential winner(s) is subject to verification, including verification of eligibility. If a participant is unable to verify his/her information, the participant will automatically be disqualified and the Grand Prize, if any, will be forfeited. **The Sponsor reserves at its sole discretion the right to not award the Grand Prize or to determine an alternate winner in accordance with these Official Rules and if time permits in the event that that any potential winner has been disqualified, cannot be contacted from the information provided on the entry form, is deemed ineligible for any reason, or is not available to travel or participate in any applicable events included in the Grand Prize.**

The potential winner(s) will be notified by the telephone, mail, and/or email provided at registration on or about one (1) weekday after winner selection and will be given two (2) calendar days to confirm receipt of notification. Notification is deemed to have occurred immediately upon placing of a telephone call or sending of an email or any other form of communication that Sponsor may use to contact a potential winner. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of participants. The Sponsor is not obligated to leave a voice mail, answering machine message, or other message.

The potential winner may be referred to herein as "Winner."

5. **PRIZE(S): ONE (1) GRAND PRIZE:** A three (3) day/two (2) night trip for Winner and one (1) guest (together, the "Attendees") to attend the 2017 iHeartRadio Jingleball in Los Angeles, California on December 1, 2017 (the "Concert"). The trip includes round-trip, coach-class airline transportation for the Attendees from the major airport nearest the Winner's residence (as determined by Sponsor) to Los Angeles, California; two (2) nights' standard hotel accommodations (single room/double occupancy/room and tax only); two (2) general admission tickets for the Attendees to the Concert; a meet and greet for the Attendees with Sisanie, a meet and greet for the Attendees with an artist performing at the Concert, and a hairstyling for the Attendees prior to the Concert. Approximate Retail Value of the entire Grand Prize package is \$2,500.00. Grand Prize provided by the Sponsor.

The Concert is anticipated to occur on December 1, 2017, but the specific date is subject to change. Nothing set forth herein shall be construed to require Prize Provider to produce the Program. Travel must take place between November 30 and December 2, 2017, and is based on the Program schedule, travel restrictions, and blackout dates. Any other dates are not valid. If Winner is unavailable for travel by the designated date, the Winner will be disqualified, and the Sponsor reserves the right to select another Winner in its sole discretion and if time permits. Exact travel dates and arrangements may be subject to availability whether specified or not. Actual value of a Grand Prize may depend on city of departure, travel dates, and other factors. Any difference between the estimated value of the Grand Prize and the actual value will not be awarded to the Winner. If actual value of the Grand Prize is less than the stated ARV or if the Winner and/or, if applicable, his/her guest(s) forfeit, do not use, or are determined ineligible for any portion of the Grand Prize, the Winner will not receive the difference between the actual value and the ARV of the Grand Prize, and such difference will be forfeited. Attendees must travel out of the same airport and on the same itinerary. Attendees are responsible for all necessary travel authorizations such as passports, visas, and/or government identification and for any travel insurance. Selection of airline and hotel are solely within Prize Provider's discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Prize fulfillment may be coordinated with Winner by a third-party prize fulfillment service on behalf of Sponsor and/or Prize Provider. Meals and beverages, incidentals, gratuities, phone calls, luggage fees, travel insurance, seating upgrades, airport and travel taxes, ground transportation before, during, and after the trip, and any and all other costs and expenses related to the trip or the acceptance and/or use of any portion of the Grand Prize not specifically mentioned herein are the sole responsibility of Attendees. **Where applicable, if, in the judgment of the Prize Provider, air travel is not required due to Winner's proximity to the Program destination, ground transportation**

will be substituted for round-trip air travel at the Prize Provider's sole and absolute discretion. The difference in value will not be awarded to the Winner. If, for any reason, the Program and/or any of the related events or activities included in the Grand Prize (collectively "Events") or any other part or element of the Grand Prize package is cancelled or postponed or becomes unavailable, the Sweepstakes Entities shall not be responsible for replacing that portion of the Grand Prize, and the Grand Prize will be awarded without the inclusion of the item on the same itinerary. No compensation will be paid in lieu of any ticket portion of the Grand Prize. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by the Prize Provider. If travel delays, cancellations, or difficulty prevent arrival in time for any and all elements of trip, the Sweepstakes Entities are not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the Winner and are solely at the Winner's expense. All elements of the Grand Prize must be redeemed as stated in the prize notification or otherwise stated in these Official Rules. Failure to collect or properly claim any portion or element of the Grand Prize in accordance with these Official Rules will result in forfeiture of that portion or element of the Grand Prize. If forfeited for any reason, Winner will not receive any other prize substitution or compensation, and the Grand Prize will remain the property of the Prize Provider and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Prize Provider and/or any of its prize partner(s), such as hotels, airlines, trains, ships, concert, or event venues etc. Attendees must comply with all applicable laws and any rules and regulations established by the Prize Provider and any of its prize partner(s), if any; such as hotels, airlines, trains, ships, concert or event venues etc. Winner agrees that acceptance of the travel portion of the Grand Prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING THE GRAND PRIZE, WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE TRIP IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT OR AFFECT THE SAFETY OF THE ACTIVITIES IN WHICH HE/SHE IS PARTICIPATING, ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES, AND AGREES THAT THE SWEEPSTAKES ENTITIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING PROPERTY LOSS OR INJURY AND/OR DEATH TO ATTENDEES.

Winner's guest must be at least eighteen (18) years old as of the date of travel. No one will be admitted to any Event without a ticket, pass, or credential or after the performance begins (as applicable). Unused tickets, passes, or credentials cannot be refunded or exchanged. In the event that Attendees engage in behavior that (as determined by Prize Provider in its sole and absolute discretion) is obnoxious, inappropriate, disruptive, threatening, or illegal or that is intended to annoy, abuse, threaten, or harass any other person at any Event, Prize Provider reserves the right to have Attendees removed from the venue or denied entry, as Prize Provider may determine in its sole discretion.

The Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions, or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers, or any other persons providing any elements, services, or accommodations included in the Grand Prize, including, without limitation, late, lost, damaged, or stolen luggage. The Sponsor reserves the right to substitute any portion of the Grand Prize, including travel dates and destination, for a prize of comparable or greater value. The Sweepstakes Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes. The Grand Prize shall be awarded if properly claimed according to these Official Rules and if there are sufficient eligible entries. The Sweepstakes Entities do not make, and are not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Grand Prize, or any portion or element thereof, regarding the use, value, or enjoyment thereof, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. Attendees are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sweepstakes Entities have not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen, or damaged airline tickets, travel vouchers, certificates, or tickets, passes, or credentials for any Event will not be replaced or exchanged. No transfer, assignment, or cash substitution of any portion or element of the Grand Prize is permitted except at the sole discretion of the Sponsor. Other restrictions may apply. All federal, state, and local taxes on the Grand Prize are the sole responsibility of the Winner. THE GRAND PRIZE IS AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. No more than the advertised number of prizes will be awarded.

- 6. RELEASE FORM:** The Winner(s) and, his or her travel companion will be required to complete and return an Affidavit of Eligibility/Liability Release (including, where permitted, a Publicity Release) (the "Affidavit") within five (5) calendar days after the first (1st) delivery attempt to Winner's email address in order for the Winner to be qualified for the Grand Prize. Winner's failure to return all required forms within this time period may result in the Winner's being disqualified, and an alternate Winner may be selected from all remaining eligible Entries. The Winner will be subject to a verification process, to include Winner's name, address, home phone number, work/cell phone number, and social security number or taxpayer identification number. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify Winner or for any late, misdirected Affidavits.

7. **TAMPERING AND DELIVERY DISCLAIMER:** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is, or is attempting to: (i) tamper with the Sponsor's and/or Radio Show's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; (iii) intending to annoy, abuse, threaten or harass any other participants and/or the Sweepstakes Entities or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's and/or Radio Show's websites. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S AND/OR RADIO SHOW'S WEBSITES (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELATED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY PARTICIPANT'S BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

The Sweepstakes Entities are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including failed, incomplete, garbled or delayed transmission of Entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit a participant's ability to enter the Sweepstakes; (2) any injury or damage to participant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) any incorrect or inaccurate information, whether caused by participants, printing or typographical errors in the publication of these Official Rules, the announcement of the Grand Prize, or any other materials related to the Sweepstakes, or any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in telephone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes, the processing of Entries, or the fulfillment of the Grand Prize.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes and/or amend, change, or modify these Official Rules, void any suspicious entries, rescind or substitute any portion or element of the Grand Prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the Grand Prize at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally, by any person whether or not a participant in the Sweepstakes; and/or (ii) stop, discontinue, or conclude the Sweepstakes at any time without prior notice. Material changes to these Official Rules will be broadcast on the Radio Show, when practical. Notwithstanding the foregoing, the Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of the Sweepstakes. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award the Grand Prize in a manner deemed fair and equitable by Sponsor.

8. **PUBLICITY; USE OF PERSONAL INFORMATION:** The Sponsor will retain the participant's personal data for a reasonable period of time to enable it to fulfill any prize and to verify compliance with these Official Rules and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the awarding of the Grand Prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's privacy policy at <http://www.premiereinteractive.com/legal/#privacy>. By participating, where allowed by law, the Winner grants the Sponsor and Prize Provider permission to use his or her name, photograph, voice, content, and likeness world-wide, in perpetuity, in any and all media, now known or hereinafter invented, in any and all marketing and promotional materials and waives any claims to royalty, right, or remuneration for such use. Winner further agrees that his/her name may be included in a publicly available winners' list. On occasion, participants may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer participants products and services of interest with their expressed consent. In the event that participant has agreed to any available opt-in opportunities provided from a third party, that may or may not be associated with this Sweepstakes, participant understands and acknowledges that information (including participant's personally identifiable information) provided will be collected independently by Sponsor and the third party providing the opt-in opportunity and individually be used by both companies subject to the terms of their respective privacy policies. **Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve a participant's chances of winning.**

9. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, each participant, including Winner, agrees (and agrees to confirm in writing) to release and waive any and all claims of liability against the Sweepstakes Entities from and against from any and all claims, liability, loss, or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes or the awarding, shipping/handling, receipt, possession, and/or use or misuse of the Grand Prize, including any travel related thereto. The Sweepstakes Entities are not responsible or liable to any participant or Winner or any person claiming through such participant or Winner (including Winner's guest) for failure to supply the Grand Prize or any part thereof, by reason of any acts of God, any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the Grand Prize, the Sweepstakes Entities will have no further obligation to Winner.
10. **TAXES:** Any valuation of the Grand Prize stated above is based on available information provided to the Sponsor, and value of the Grand Prize awarded to Winner will be reported for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes related to the Grand Prize and paying any expenses associated with the Grand Prize which are not specifically provided for in these Official Rules. Any person winning over \$600.00 in prizes from the Sponsor 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. **CONDUCT AND DECISIONS:** Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims, or ambiguities concerning these Official Rules, any participant's eligibility, or the Sweepstakes, and all of Sponsor's decisions concerning such disputes and/or any matters relating to this Sweepstakes shall be final and binding. If, for any reason, more bona fide Winners come forward seeking to claim the Grand Prize, an alternate and final Winner may be selected in a random drawing from among all persons making purportedly valid claims for the Grand Prize. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Radio Show's "discretion" and/or any exercise of discretion by the Sponsor or Radio Show shall mean in Sponsor's and/or Radio Show's "sole and unfettered discretion."
12. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis) or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.
13. **MISCELLANEOUS:** Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These Official Rules are designed to be fair and equal to all participants. The Sponsor may substitute prizes, amend these Official Rules, or discontinue the Sweepstakes at any time as announced on the Radio Show. All entries become the property of the Sponsor and will not be returned. As a condition of participating in the Sweepstakes, participants agree (and agree to confirm in writing): (a) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Sweepstakes, or the awarding of the Grand Prize, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and awards

shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participation in the Sweepstakes constitutes participant's full and unconditional agreement to, and acceptance of these Official Rules. Winning the Grand Prize is contingent upon participant's fulfillment of all requirements set forth herein.

14. **WINNER LIST**: For a winner list, where required by law, send a stamped, self-addressed envelope no later than ninety (90) days after the end of the Promotion Period to: Ryan Seacrest's Jingleball Flyaway Sweepstakes, 15260 Ventura Blvd., 4th Floor, Sherman Oaks, CA 91403.
15. **JURISDICTION**: By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of State of New York without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.
16. **SPONSOR**: Premiere Networks, Inc., 15260 Ventura Blvd., Sherman Oaks, CA 91403.