

## **OFFICIAL SWEEPSTAKES RULES**

### **1. INTRODUCTION**

Dial Global Radio Networks, Inc. ("Sponsor") is offering the "**Discover David Bowie's Space Oddity Remastered Giveaway!**" ("Sweepstakes"). **NO PURCHASE OR OBLIGATION IS NECESSARY. VOID WHERE PROHIBITED.** By entering this Sweepstakes, entrants agree to abide by all terms of these Official Sweepstakes Rules and the decisions of Sponsor, whose decisions shall be final and binding.

### **2. ELIGIBILITY**

This Sweepstakes is open only to individuals who are eighteen (18) years of age or older and legal residents of the United States at the time of entry. Individuals who have won a prize from Sponsor within 180 days prior to November 23, 2009 are NOT eligible. Employees of Dial Global Radio Networks, Inc. and its affiliates and each of their respective officers, directors, shareholders, employees, advisors, accountants, attorneys, assignees, agents, licensees, representatives and any other person or entity associated with this Sweepstakes, including their advertising and promotional agencies (collectively, "Sweepstakes Entities"), and their immediate family members (defined as parent, spouse, child, siblings and grandparents) are NOT eligible. By entering this Sweepstakes, entrants agree to waive any and all claims against Sweepstakes Entities for personal injury, damage or loss of any kind which may result from participation in the Sweepstakes or from the receipt, enjoyment, ownership or use of any prize.

### **3. HOW TO ENTER**

To enter, complete the official online entry form at [www.thegregkihshow.com](http://www.thegregkihshow.com). Online Sweepstakes begins at 1:01 p.m. PST on Monday, November 16, 2009 and ends at 8:59 a.m. PST on Monday, November 23, 2009 ("Sweepstakes Period"). Only one entry per person. No responsibility is assumed by Sweepstakes Entities for lost, late or misdirected entries or for any computer, online, telephone or technical malfunctions that may occur. Entries will be deemed submitted by the authorized account holder of the email address through which the entry was submitted. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access provider, online service provider, or other organization (including, without limitation, a business or educational institution) that is responsible for assigning email addresses. All entries become the property of Sponsor and will not be returned to entrants.

### **4. WINNER SELECTION**

Winners will be selected by random drawing from all complete online entries on November 23, 2009. Odds of winning depend on the number of eligible entries received. All prize drawings will be conducted by an impartial representative of Sponsor. The name(s) of the online winner(s) will be posted on the contest webpage on or around Tuesday, November 24, 2009.

### **5. PRIZES**

-FIFTEEN (15) Grand Prize winners will receive David Bowie's 'Space Oddity (40th Anniversary)' 2CD (Approximate Retail Value is \$24.98 USD)

**All Prizes:** Prizes are non-transferable. No cash redemption or substitution, except that Sponsor, in its sole discretion, reserves the right to change or replace prizes at any time with prizes of greater or comparable value. All meals, ground transportation, gratuities, service charges, and any other expenses not specified herein are the responsibility of the winner. The value of prizes may be taxable as income. Prize winners are solely responsible for all applicable federal, state and local taxes that become due. For prizes valued at six hundred dollars (\$600) or more, prize winners must provide a social security number for 1099/income tax filing purposes prior to the awarding of the prize. All prizes will be awarded provided a sufficient number of eligible entries are received.

## **6. WINNER NOTIFICATION**

Sponsor will attempt to notify the prospective grand prize winners by telephone on or about Monday, September 23, 2009. If a prospective grand prize winner cannot be contacted within 2 days of the first attempted contact, or if eligibility requirements are not met, a prospective grand prize winner will be deemed ineligible, and an alternative prospective grand prize winner will be selected at random from the remaining runner up prize winners. This winner selection process will continue through 3 rounds of selecting alternates until a grand prize winner is determined. All prize winners (including travel companions of grand prize winners) will be required to complete, sign and return Affidavits of Eligibility, Waivers of Liability and Publicity Releases. Failure to comply with these Official Sweepstakes Rules or to claim a prize may result in disqualification of a prospective winner. In such event, Sponsor reserves the right to determine if and when a prize will be re-awarded and the applicable terms.

## **7. GENERAL CONDITIONS**

This Sweepstakes is subject to all federal, state and local laws, rules and regulations. Entrants grant to Sweepstakes Entities the right to use and publish their proper name, city and state online and in print or any other media, in connection with the Sweepstakes. Acceptance of a prize constitutes permission for Sweepstakes Entities to use winner's name and likeness for advertising and promotional purposes without additional compensation unless prohibited by law. Sweepstakes Entities reserve the right to disqualify any entry or entries, or any individual, they find to be tampering with the entry process or the operation of the game or website; to be acting in violation of these Official Sweepstakes Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THESE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

## **8. LIMITATIONS OF LIABILITY**

If for any reason the Sweepstakes is not capable of running as planned due to any Internet or software-related problem, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sweepstakes Entities which corrupts or affects the administration, security, fairness, integrity or proper conduct of these Sweepstakes, Sweepstakes Entities reserve the right to disqualify any individual who causes any such problem, and to cancel, terminate, modify or suspend the Sweepstakes. Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of entries. Sweepstakes Entities are not responsible for any problem or technical malfunctions of any telephone network or lines, computer online systems, servers or provider, computer equipment, software, failure of any email or entry to be received by Sweepstakes Entities on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes.

Sweepstakes Entities are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed transmissions which may limit an entrant's ability to participate in the Sweepstakes or damage entrant's system as a result of participation in the Sweepstakes or downloading any information necessary to participate in the Sweepstakes. Sweepstakes Entities also are not responsible for misdirected, lost, late, illegible, forged, destroyed, or incomplete entries, or entries not otherwise in compliance with these Official Sweepstakes Rules.

By entering this Sweepstakes, each entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes or any prizes awarded,

shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs, associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to, punitive, incidental or consequential damages and/or any other damages other than actual out-of-pocket expenses.

Each winner, by accepting a prize, agrees to release and hold harmless Sweepstakes Entities from any and all liability, claims or actions of any kind whatsoever, which may result from the receipt, enjoyment, ownership or use or misuse of such prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he/she has somehow been defamed or portrayed in a false light). In the event a prize includes a "meet and greet" event with an artist, winner agrees to release and hold harmless Sweepstakes Entities in the event that a security situation or any other situation beyond the control of Sweepstakes Entities should arise that prevents the occurrence of such "meet and greet."

Sweepstakes Entities do not assume any responsibility for any schedule changes in the Sweepstakes timeline, including without limitation, scheduling conflicts, labor strikes, Acts of God, or other unforeseen events that disrupt the Sweepstakes schedule. Sweepstakes Entities reserve the right to cancel, modify, or suspend this Sweepstakes.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SWEEPSTAKES ENTITIES IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN. EACH PERSON WHO PARTICIPATES IN THIS SWEEPSTAKES AGREES THAT THE STATE AND FEDERAL COURTS LOCATED IN DENVER, COLORADO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THESE OFFICIAL SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SWEEPSTAKES ENTITIES IN CONNECTION WITH THIS SWEEPSTAKES AND EACH HEREBY WAIVES ANY CLAIM THAT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SAID COURTS OR THAT ANY SUCH SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR IMPROPER VENUE.

#### **9. WINNERS LIST**

For a list of winners, send a self-addressed, stamped envelope to: The Greg Kihn Show, Attn: "Discover David Bowie's Space Oddity Remastered Giveaway!" Winner List, Dial Global, 3131 Elliott Ave., Ste. 770, Seattle, WA 98121. Requests must be received no later than May 23, 2010. Allow 2-4 weeks for delivery.

#### **10. SPONSOR**

Dial Global Radio Networks, Inc., 3131 Elliott Avenue, Suite 770, Seattle, WA 98121.

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