



OFB-17-017

OFB SING THE JINGLE RULES

**TOWNSQUARE MEDIA SING THE OCEANFIRST BANK JINGLE
OFFICIAL CONTEST RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

1. Contest Submission Dates: Monday, June 12, 2017 at 8AM (EST) until Sunday, June 25, 2017 at 11:59PM (EST).

2. Eligibility: The Townsquare Media Sing the OceanFirst Bank Jingle Contest (“Contest”) is only open to legal residents of New Jersey and is void where prohibited by law. Proof of New Jersey address is required to be named a winner. Employees of Townsquare Media, Inc., OceanFirst Bank, contest sponsors, their affiliates, subsidiaries, advertising and promotion agencies, vendors and their immediate family members and/or those living in the same household of each are not eligible. The winner must affirm and represent that he/she is not an employee or agent of the Station or any sponsor of the Contest and is not a member of the same household of any such employee or agent.

3. Agreement to Rules: ENTRANTS INTO THE CONTEST ACKNOWLEDGE THAT THEIR PARTICIPATION CONSTITUTES THEIR AGREEMENT AND AUTHORIZATION FOR TOWNSQUARE MEDIA AND OCEANFIRST BANK TO SEND EMAILS CONTAINING GENERAL INFORMATION, INFORMATION REGARDING PRODUCTS AND SERVICES AND PROMOTIONAL INFORMATION BY EMAIL TO THE EMAIL ADDRESS PROVIDED BY THE ENTRANT. BY PROVIDING AN EMAIL, ALL ENTRANTS STIPULATE THE EMAIL ADDRESS IS FOR THEIR OWNED EMAIL ACCOUNT. TOWNSQUARE MEDIA AND OCEANFIRST BANK WILL NOT PROVIDE ANY EMAILS OBTAINED VIA THE CONTEST TO ANY THIRD PARTY FOR ANY USE OR PURPOSE. By participating, you agree to be fully, unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Townsquare Media as final and binding as it relates to the content.

4. How to Enter: During the Contest dates, eligible contestants submit a homemade video of themselves singing the designated OceanFirst Bank jingle. An example of the designated OceanFirst Bank jingle, and link to upload submission video, is available on the following Townsquare Media NJ websites: www.943thepoint.com, www.1057thehawk.com, and www.wobm.com. Any video that includes the OceanFirst Bank logo and/or that is recorded in front of or inside an OceanFirst Bank branch within New Jersey will receive extra consideration. Contestants must also complete the required fields, including: name, home address, email address, birth date, and phone number. Incomplete fields will be disqualified and not eligible to win.

Top video finalists, as determined by Townsquare Media NJ Staff (“Judges”), will be posted on the Townsquare Media NJ websites listed above starting on Tuesday, June 27, 2017, and will be open to voting by website visitors. The video that receives the most votes as voted by website visitors will be named the grand prize winner. Voting will end on Sunday, July 2, 2017, at 11:59pm (EST). The video with the most votes will be announced on Monday, July 3, 2017. The decision of the judges is final. Odds of winning will be based on the number of eligible entrees received. Contest sponsors and Townsquare Media NJ are not responsible for Internet and or/ device failure, or other inability of entrants to enter due to technical malfunction and is not responsible for lost, late or misdirected submissions. No mechanically reproduced or completed entries will be accepted. The winner expressly releases the station, and any sponsors of the contest, and their respective officers, directors, agents, parent companies, subsidiaries and employees, from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that he/she may have, or may subsequently acquire, as a result of participating in the contest and/or receipt of the prize. Winner must comply with all of the rules of the Contest, including, but not limited to, any restrictions on age and/or residency, and have not committed any fraud or deception in entering the Contest or claiming the Prize. In consideration of the receipt of the Prize, the winner agrees to be solely responsible for any and all taxes and/or other fees, including, but not limited to, any federal state or local income taxes, that are or may become payable as a result of participating in the Contest and/or receipt of the Prize. No prize will be awarded until a W-9 and other forms are completed, as necessary and provided by Townsquare Media NJ. Winner must provide a valid photo ID and allow Townsquare Media NJ to make a photocopy of ID prior to any prize being awarded. The winner agrees to allow the Townsquare Media NJ and Contest sponsor, and/or its designees, the right to use winner’s name, likeness, portrait, recorded voice and/or biographical material for an unlimited period of time in order to advertise, promote or publicize the Station and/or the products and services of any of its designees. Townsquare Media NJ is not the manufacturer or distributor of the Prize. With respect to any claims that the winner may now have, or that he/she may subsequently acquire as a result of the possession and/or use of the Prize, the winner acknowledges and agrees that he/she shall look solely to others in the chain of production and distribution of the Prize to the exclusion of the Townsquare Media NJ and any sponsors of the Contest. The station makes no warranties of any kind with respect to the prize, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. Station hereby expressly disclaims any and all such warranties.

5. **Prizes:** OceanFirst Bank will award a total of \$1,750 in Cash Prizes as follows to the winners from among the Top finalists from all three Townsquare Media stations: One (1) \$1,000 Grand Prize; One (1) \$500 2nd Prize; and One (1) \$250 3rd Prize in total. The prize is nontransferable. Any and all prize related expenses, including, without limitation, any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request by winners is permitted. Acceptance of prize constitutes permission for the Townsquare Media and OceanFirst bank to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. **Winner selection and notification:** Winners will be notified via email to the email address he/she provided by on their Contest Entry Form. Townsquare Media and OceanFirst Bank shall have no liability for a winner's failure to receive notices due to winner’s spam, junk e-mail or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize as specified, their prize will be forfeited no alternate winner selected.

SPONSORS ASSUME NO RESPONSIBILITY FOR WINNERS WHO CANNOT COMPLY WITH THE SPECIFIED MANNER FOR CLAIMING THEIR PRIZE.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Winner Verification: In the event of non-compliance by a potential Winner, that person will be disqualified and all privileges otherwise due the Winner shall be terminated. In this case, the Prize will be forfeit and no alternate Winner will be chosen. Entry into this Contest constitutes agreement and ability to sign Releases. Winner must also complete any additional legal documents provided by Townsquare Media and OceanFirst Bank (or third party on its behalf, if applicable) with respect to the Prize and return them as instructed within the time frame specified or forfeit the Prize at Townsquare Media's and OceanFirst Bank's sole discretion. Failure to return all such documents and comply with deadline, non-compliance with any Official Contest Rules or the return of any prize or prize notification will result in disqualification without the selection of an alternate winner. All decisions of the Townsquare Media, relating to the Contest and awarding of prizes, are final. Townsquare Media expressly reserves the right to delay the announcement of the winner for creative or technical reasons, or for any other reason deemed necessary.

8. Rights Granted by you: By entering the Contest, you understand that Townsquare Media and OceanFirst Bank, and anyone acting on behalf of the Sponsors, or their respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. General Terms: Noncompliance with any of these Official Contest Rules may result in immediate disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR GIVEAWAY ENTITIES INTO DISREPUTE (AT TOWNSQUARE MEDIA'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED. The Contest Entities assume no responsibility for incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. Townsquare Media and OceanFirst Bank are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Prize and Winner. If, for any reason, the Contest is not staged as planned, including but not limited to unauthorized intervention, fraud, or any other causes beyond the control of Townsquare Media and OceanFirst Bank which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest. Townsquare Media and OceanFirst Bank reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated end date, the Prizes may be awarded to winners to be selected from among all Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Townsquare

Media. Townsquare Media has the right, at its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, Townsquare Media and OceanFirst Bank reserves the right to seek damages from any such person to the fullest extent permitted by law. All interpretations of these Official Contest Rules and decisions by Townsquare Media are final. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW JERSEY COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW JERSEY SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless Contest Entities from any and all liability resulting or arising from the Contest, to release all rights to bring any claim, action or proceeding against Giveaway Entities, and hereby acknowledge that Contest Entities has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes. By entering the Giveaway, you agree to receive email newsletters periodically from the Townsquare Media and OceanFirst. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter. OCEANFIRST BANK HEREBY PROVIDES TOWNSQUARE MEDIA AND ITS EMPLOYEES FULL RIGHTS TO UTILIZE THE OCEANFIRST BANK JINGLE IN RELATION TO THIS CONTEST.

10. Limitation of Liability: By entering you agree to release and hold harmless the Sponsors and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error which may occur in the administration of the Contest or the processing of entries.

11. Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Atlantic, Cape May, Cumberland, Gloucester, Ocean or Monmouth Counties having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket

expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

12. **Winners List:** A winner's list will be posted online at the Townsquare Media Stations listed in Rule #3.

13. **Failed Entries & Giveaway:** Sponsors are not responsible for lost, stolen or misplaced entries. Townsquare Media and OceanFirst Bank reserve the right to cancel, change or modify Giveaway in whole or in part at any time for any reason without notification.