

**TOWNSQUARE MEDIA, INC.**  
**Radio Contest**  
**Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.**  
**A purchase or payment will not improve your odds of winning.**

**THE PROMOTION:** The Exhale Massage Therapy Couples Massage Giveaway (the “Promotion”) will begin on September 14, 2020 at 7:00 PM CT and end on November 30, 2020 at 11:59 PM CT (“Promotion Period”). Odds of winning depend upon the number of eligible Entries (as defined below) received. Promotion is subject to all applicable federal, state and local laws. Void where prohibited.

**ELIGIBILITY:** The Promotion is open only to legal United States (“U.S.”) residents of the FCC designated signal area of **KSSM-FM** (For designated signal area of KSSM-FM, log on to **radio-locator.com**, enter KSSM-FM into the “Find US radio by call letters” box and the Coverage Map will be available to view) (“Designated Signal Area”) who are at least **eighteen (18)** years old as of the start of the Promotion Period. Void outside Designated Signal Area, in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions, and where prohibited by law. Officers, directors, and employees of Promotion Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion. Promotion Entities, as referenced herein, shall include, Townsquare Media, LLC, (“Sponsor”), KSSM-FM, Exhale Massage Therapy, Epic Records, and their respective parent, subsidiary, and affiliate companies, and their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion.

**HOW TO ENTER:** Watch the free KSSM-FM mobile app for passwords each weekday through the end of the contest. Enter those passwords on the contest page for a chance to win.

**You may enter once per day during the Promotion Period.** In the event that the selected caller is disconnected or is found to be ineligible by Sponsor in its sole discretion, the next eligible caller that successfully makes it through on the call-in line and completes their call and any on-air requirements as described above, as determined by Sponsor in its sole discretion, will be the potential winner (defined below). Entry constitutes permission (except where prohibited by law) to use entrant’s name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

**WINNER SELECTION AND NOTIFICATION:** On or about the last day of September 2020, October 2020, and November 2020, 1 winner (“Winner”) will be selected and notified on air on **KSSM-FM** after being recognized as the designated caller and after accurately fulfilling the broadcast requirement as a condition of winning as described above. Potential Winners must continue to comply with all terms and conditions of these Official Rules. Winning is contingent

upon fulfilling all requirements. There will be a total of 3 Winners during the Promotion Period. Potential Winners may be required to sign and return to Sponsor, an affidavit of eligibility, liability and publicity release (except where prohibited) and a tax acceptance form (collectively, "Promotion Documents") within four (4) days of the date notice is sent, if applicable. Noncompliance within the stated time period will result in disqualification, and, at Sponsor's sole discretion an alternate potential Winner may be selected from the remaining eligible Entries. If any potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if Prize (as defined below) or prize notification is returned as undeliverable, such potential Winner will be disqualified and time permitting, at Sponsor's sole discretion, an alternate potential Winner may be selected from the remaining eligible Entries. Limit 1 prize per family or household.

**PRIZES:** There will be a total of 3 Prizes (as defined below) awarded.

The approximate retail value ("ARV") of an Adam and Eve 60-minute couples massage and any additional services offered by Exhale Massage Therapy in Copperas Cove or Palmeras Tex- Mex Con Sabor will be determined by Exhale Massage Therapy and/or Palmeras Tex- Mex Con Sabor.

All details of Prize will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winners. For any Prize with an ARV of six hundred dollars (\$600) or greater, Sponsor will furnish an Internal Revenue Service Form 1099 to Winner for the ARV of Prize for the year in which Prize was won. Prizes are subject to certain terms and conditions.

Prize cannot be transferred by Winners or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winners. If any Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsor's sole discretion.

**CONDITIONS:** By entering the Promotion, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Promotion and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on the [www.mykiss1031.com](http://www.mykiss1031.com) ("Website") and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media

now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion at Sponsor's sole discretion.

**ADDITIONAL TERMS:** Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Promotion or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsor reserves the right to cancel, modify, or suspend the Promotion or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted on the Website. Sponsor may prohibit any entrant or potential entrant from participating in the Promotion, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor's agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

**DISPUTES:** Except where prohibited by law, as a condition of participating in a Promotion, Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with a Promotion, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the Judicial Arbitration and Mediation Services, Inc. ["JAMS"] and held at the JAMS regional office nearest the Entrant. The Promotion is governed by, and will be construed in accordance with, the laws of the State of [New York]. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim or seek injunctive relief or any other equitable claim. **SOME JURISDICTIONS DO NOT ALLOW**

THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

**WINNER ANNOUNCEMENT:** For the names of the Winner(s), send a self-addressed, stamped envelope to be received by Friday, January 29, 2021, to: KSSM-FM, Exhale Massage Therapy Couples Massage Giveaway, Townsquare Media Killeen-Temple, 608 Moody Lane, Temple, TX, 76504.

Sponsor: Townsquare Media Killeen-Temple, 608 Moody Lane, Temple, TX, 76504.

For questions, send an email to [aaron.savage@townsquaremedia.com](mailto:aaron.savage@townsquaremedia.com).