

TOWNSQUARE MEDIA, LLC

The “Crude Fest Battle of the Bands Contest” (the “Contest”)

Contest Official Rules

By entering the Contest, you agree to be bound by these Official Rules and to comply with all applicable laws and regulations.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES WHO HAVE REACHED TWENTY-ONE (21) YEARS OF AGE AS OF **March 7, 2016**.

1. **SPONSOR:** The sponsor of the Contest is Townsquare Media, LLC (the “Sponsor”) with offices at 240 Greenwich Avenue, Greenwich, CT 06830.
2. **PRIZE:** The prize of the Contest consists of the following: Winning band will open Crude Fest on Thursday, May 12, 2016 with a live performance on the Main Stage, band featured will be promoted on the Festival website (TheCrudeFest.com) and Crude Fest’s Facebook page, 8 General Admission festival passes, and 1 camping spot (Prize value: \$700). The winner is not permitted to substitute the prize for its cash equivalent. The Sponsor reserves the right to substitute any or all of the prizes with any article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred. **Transportation, hotel accommodations and/or additional camping accommodations, luggage fees, and any and all other travel related fees, as well as taxes owed by the winner and his/her guest as a result of the Contest, meals, gratuities, and any and all other personal and/or incidental costs and expenses of any nature whatsoever, are the sole responsibilities of the winner and his/her guest.**
3. **HOW TO ENTER:** You may enter the Contest by going to the Radio Texas Live Battle of the Bands link: <http://radiotexaslive.com/crude-fest-battle-of-the-bands> , t, and entering in your e-mail address, full name, age, city, zip code and state of residence, as well as up to 3 YouTube videos of your band performing live in front of an audience. By entering this Contest you agree to be bound by the Contest Official Rules.

All entries, as well as all copyrights thereto, will become the property of Sponsor. Sponsor will not be responsible for lost, stolen or misdirected entries. Your entry must be submitted within the Entry Period (set forth in Section 6) or it will be deemed void. **Sponsor reserves the right to deem void and disqualify any entry for any reason, in its sole and absolute discretion, and without notice.** The personal information that you submit will be subject to Sponsor’s privacy policy. Sponsor may use the information you submit to offer you information on other offers or products or services. For a copy of Sponsor’s privacy policy please go to <http://stationurl.com/privacy/>

4. **ONLINE ENTRIES.** The winning online entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry was made. The authorized email account holder is deemed as the natural person who is assigned to an e-mail address by an internet access provider, service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Sponsor shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, inability to submit the online entry form, or any other error or malfunction, or any injury or damage to entrant’s or any other person’s computer related to or resulting from participation or downloading any materials in the Contest, or for late, lost, illegible or misdirected entries. If this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry in the Contest, or if infection by

computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Contest or any portion thereof. Any attempt by an entrant or any other individual to deliberately damage any online service or web site or 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 and/or other remedies from any such person to the fullest extent permitted by law.

5. ELIGIBILITY: The Contest is open to all residents of the 48 contiguous United States who have reached twenty-one (21) years of age as of **March 7, 2016**. Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who from and after **March 7, 2016** were or are employees or agents of Sponsor or its affiliates, parent, subsidiaries, or the service agencies or independent contractors of the above organization(s); (b) persons who are engaged in the development, production, distribution of materials, or drawing of winners for this Contest; and (c) persons who are immediate family of or who reside in the same household as any person in either of the preceding categories.

6 CONTENT RESTRICTIONS:

- The Submission must not disparage Sponsor, Administrator, Promotional Participants or any other person or party affiliated with the Contest;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor or Promotional Participants provided on the Site ("Licensed Content") which entrant has a limited, non-exclusive, non-transferable license to use for the sole purpose of incorporating in his/her Submission in this Contest (any and all other rights and license to use the Licensed Content are strictly prohibited);
- The Submission may not contain any individuals other than the entrant, unless entrant has secured from such individuals (parent/legal guardian if a minor in his/her state of residence), written permission to include such individuals in the entry and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- The Submission must be non-confidential;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not feature gratuitous violence, dangerous stunts, real weapons of any kind, drug use, material that is hateful or defamatory, slanderous or libelous, or that promotes bigotry, racism or harm against a group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without further payment, notification, permission or other consideration. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. You acknowledge that, by entering your Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor is not responsible for the content of the Submission. You are solely responsible for the content of your Internet Entry. Posting of a Submission on

the Site is not verification that the Submission is a qualifying entry. Before being judged, all Submissions will be reviewed for content. Sponsor makes the final determination as to what submissions are eligible to take part in the Contest. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

6. WINNER DETERMINATION: Winners will be determined according to the process set forth below.

Semi-Finalist Judging: A panel of qualified judges determined by Sponsor in its sole discretion will select five (5) Semi-Finalists from among all submissions based on the following "Judging Criteria:"

- Musicality
- Quality of performance; and
- Public Appeal

- The Judging Criteria will be equally weighted. In the event of a tie, the Finalist whose Submission received the highest score for Originality of material, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist.

Finalists Judging and Fan Selection:

- The five (5) finalists who are selected by the judges will move forward to the finals where they will be judged via Fan Voting: Persons who are legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry will be eligible to vote for the Submission they believe has the most public appeal. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. The number of votes received by each submission will be credited to their overall Public Appeal number.
- The finalist with the highest overall score, including fan voting, will be selected as the winner.

7. WINNER NOTIFICATION; REQUIRED RELEASES: A representative of Sponsor will select the winner randomly. The winner will be selected and notified on or about **April 20, 2016**. The winner will be notified by e-mail. In the event that Sponsor cannot reach the winner within one (1) day after it attempts to notify the winner, Sponsor will select a new winner according to these rules. Additionally, if the winner is ineligible, it will be deemed as if the winner has rejected the prize, and Sponsor will select a new winner. To claim the Prize, the winner must:

- (a) confirm receipt of the notice by return email; and
- (b) complete, sign and return a Winner Affidavit & Release form (to be provided by Sponsor), a 1099-MISC IRS tax form (to be provided by Sponsor) and such other documentation (if any) requested by Sponsor.

8. ENTRY PERIOD: The Contest begins on **March 7, 2016**. All **submissions must be received by 11:59pm (CST) on March 25, 2016**.

9. **ADDITIONAL CONDITIONS:** Sponsor reserves the right to terminate the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest as determined by Sponsor in its sole discretion. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated the Official Rules or any element of the Contest. By participating, entrants agree: (a) to be bound by the Contest Official Rules and the decisions of the person or persons who select the winners, and (b) to release and hold harmless Sponsor, its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies, from any and all liability with respect to acceptance, possession or use (or misuse) of the prizes or participation in the Contest.

10. **USE OF NAME, LIKENESS, ETC.:** By entering the Contest, you hereby acknowledge and agree that Sponsor and Prize Provider (each a "Sponsor Entity(ies)") shall have the unlimited right in perpetuity and throughout the world to use and publish your name, voice, city, state, likeness, photograph, video, biographical and prize information, and other elements of your persona and identity, in all media now known or hereafter developed, for all purposes of this Contest, as well as for all general marketing, advertising, promotional, commercial tie-in, merchandising, and other business purposes of Sponsor Entities, all without notice or compensation to you.

11. **ENTRANT RELEASE:** By entering this Contest, you forever release and discharge, and agree to hold harmless, all Sponsor Entities from any and all claims, causes of action, liabilities and damages: (a) for personal injuries, death, loss of or damage to personal property, and/or other harm or loss of any nature whatsoever sustained by anyone or anything in connection with your submission and participation in the Contest; and/or (b) for libel, defamation, invasion of privacy, violation of the right of publicity, infringement of copyright, or violation of any other personal or property right based upon, arising out of, or relating to any exploitation of your video (including your likeness and appearance embodied therein) by any Sponsor Entity pursuant to the rights grant set forth above.

12. **TAXES:** Taxes (federal, state, and local) are the sole responsibility of the winner. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law.

13. **WINNERS LIST:** For the name of the prize-winner, available after **April 18, 2016**, please send a separate, self-addressed stamped envelope to **"The CrudeFest Battle of the Bands Contest"** c/o Townsquare Media LLC, 240 Greenwich Avenue, Greenwich, CT 06830.

14. **COPY OF THE RULES:** To obtain a copy of the rules, please send a separate, self-addressed stamped envelope to **"The CrudeFest Battle of the Bands Contest"**

15. **APPLICABLE LAW:** These rules are governed by the laws of the State of New York without giving effect to conflicts of law rules.

16. **PRIZE PROVIDER:** Townsquare Media, Inc.