

WIN CASH CONTEST OFFICIAL RULES

FALL 2012

Contest Name: “WIN CASH” (the “Contest”)

Contest Dates: On-air – May 1, 2013 to May 31, 2012 (“Contest Period”)

Station(s): WQBK-FM, WQBJ-FM (the “Station(s)”)

Station Address: 1241 Kings Road

Station City, State, Zip Code: Schenectady, NY 12303

Station Telephone: 518-881-1500

The Contest is sponsored by Townsquare Media, LLC, its subsidiaries and affiliated companies (together, the “Company”). By participating, each participant agrees as follows:

The Company will conduct the Contest concurrently and simultaneously on several participating stations owned and or operated by the Company. Participating stations are listed on APPENDIX A attached to these rules. For a current list of participating stations, send a request with a self-addressed, stamped envelope to: “WIN CASH” CONTEST, TOWNSQUARE MEDIA, 2324 Arkansas Blvd., Texarkana, AR. 71854.

1. Description of Contest/Participation.

1A. How to Enter. Listen to participating radio stations each weekday during the Contest Period for the on-air Contest trigger announcement made on each participating radio station. When the Contest trigger airs, listeners will be directed to a toll-free Contest number, 1-877-854-9467 (877-854-WINS). Caller number 25 will win \$1,000 cash. The Contest will run from May 1 through May 31, Mondays through Fridays (excluding Memorial Day). A total of 44 \$1,000 prizes will be awarded.

1B. How to Play. Listen Monday through Friday between 7AM and 7PM (local time) for the Contest trigger to call and win. The triggers will air two times per day during those hours. Prize(s) subject to full phone call completion (to include winner’s name, address, home phone number, work/cell phone number, email address, availability requirements and other Contest rules). Entrants with active caller ID block, or other devices to mask identity will not be eligible to win. The Contest trigger will be aired at Company’s direction on each participating Station on weekdays during the Contest Period. The Contest will only be valid when the special Contest trigger message airs on participating Stations at designated Contest times. The Contest trigger will be aired no more than Forty Four (44) times throughout the Contest Period but may

be aired less than the stated number of times at the discretion of each participating station. Odds of winning depend on the number of eligible participants.

1C. Technical Issues. Should a participating station(s) have a technical issue, including but not limited to, computer error, human error, and off-air transmitter difficulties, resulting in a Contest trigger not airing or airing at the incorrect time, Company and station(s) will not be held responsible.

2. Prize(s). Prize package for each single winner will be \$1,000. Prize value is One Thousand Dollars (\$1,000.00). A total of FORTY FOUR (44) \$1,000 prizes will be awarded. Approximate total value of all prizes is Forty Four Thousand Dollars (\$44,000).

All prizes will be awarded. Potential winner must claim his/her prize from the Company at the participating Station awarding the prize, by the end of business day on Monday, June 07 2013. If a winner cannot be contacted by Monday, June 07 2013, fails to claim the prize by Monday, June 07 2013, is deemed ineligible based on these Official Rules, or is disqualified, the winner forfeits the Prize and the Company reserves the right to determine an alternate winner at a time of its choosing prior to December 31, 2013, in its sole discretion. Prizes are not transferable or exchangeable for any other prize or equivalent prize.

3. Eligibility and Limitations. Participants and winners must be legal U.S. residents at least 18 years old as determined by the Company and reside in a participating Station's Total Survey Area ("TSA") as defined by Arbitron (or the comparable market area or non-Arbitron markets). Company reserves the right to refuse to award a prize to a winner if a potential winner is determined to be ineligible or otherwise in violation of these Official Rules. Winners are subject to a verification process to include winner's name, address, home phone number, work/cell phone number, and social security number. Only one (1) prize per household for the Contest. Winners are eligible to win only once per lifetime in a Townsquare Media LLC nationwide and/or group contest. Employees of the Company, participating sponsors and their advertising agencies, employees of other radio or television stations, and 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.

4. Telephone and Delivery Disclaimer. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. The Company disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any

item sent by mail, courier, express, electronic transmission, or other delivery method. Entries must be made as detailed herein. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest.

5. Publicity; Use of Personal Information. Unless prohibited by law, by participating in this Contest, all participants and winners grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other Contest and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes on a worldwide basis in perpetuity.

6. Release. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its parent, related, affiliated and subsidiary companies and their employees and agents of each, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize and to verify eligibility, participants must sign and return an Affidavit of Eligibility and Publicity Release form provided by the Company.

7. Taxes. Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning over \$600 in prizes from the Company 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.

8. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel, which are final with respect to this Contest. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate the Contest, or make such other decisions regarding the outcome as the

Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPATION TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Miscellaneous. No purchase necessary to participate or win. Void where prohibited. Odds of winning depend upon the number of participants. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Stations. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. Written copies of these rules are available during normal business hours at the business offices of the Stations and by mail upon written request with a stamped, self-addressed envelope, and also on the website at **[insert URL]**. All entries become the property of the Company and will not be returned. To be removed from our direct mail, email or fax lists, visit the main office of the Station during regular business hours, or send a self-addressed, stamped envelope with Contest name to Townsquare Media, 2324 Arkansas Blvd, Texarkana AR, 71854.

10. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Stations shall follow the applicable laws for conducting Contest, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.

11. Participating Radio Stations. The Company may conduct the Contest concurrently and simultaneously on several participating stations owned and or operated by the Company, and in various states. Each station will announce participation. Stations participating in this Contest may include all or some stations owned or operated by Townsquare Media, LLC and/or other stations owned and/or operated by other companies. See Appendix A for the list of participating stations.

12. List of winners. For a list of winners from the Contest, send a self-addressed, stamped envelope (VT residents can omit return postage) with Contest name to Townsquare Media, 2324 Arkansas Blvd, Texarkana AR, 71854