

NEXT MEDIA

NEXT MEDIA OPERATING INC.

CONTEST RULES

1. NextMedia Operating Inc. REQUIRES NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. ALL U.S. FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
2. CONTEST WINNERS ARE LIMITED TO ONE WINNER PER HOUSEHOLD EVERY 60 DAYS for any contest when prize valued over \$150 from any of Next Media's stations.
3. ELIGIBILITY: Participants and winner(s) must be U.S. residents at least 18 years old. A parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but NextMedia Operating Inc reserves the right to refuse to award a prize to or on behalf of any minor. Employees of Next Media Operating Inc, it's affiliates, other radio stations, media outlets, promotional sponsors, and all affiliated companies (and the immediate family members of all such employees, and all other with whom they are domiciled) are not eligible to participate in the contest or win prizes. The term immediate families includes spouses, grandparents, siblings, children, 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. ODDS: The odds of winning a prize depend on the number of people attempting to participate in the contest at any given time.
5. TELEPHONE AND DELIVERY DISCLAIMER. Participants are restricted to the use of ordinary telephone equipment. NextMedia Operating Inc 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 NextMedia Operating Inc.'s control, or otherwise. NextMedia Operating Inc. disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Entries must be handwritten. No photocopies or mechanical reproductions of entry forms are permitted. NextMedia Operating Inc. is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software 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 online 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 this contest.
6. WINNER NOTIFICATION AND ACCEPTANCE: The winner may waive his or her right to receive the prize. Prizes are non-assignable and non-transferable. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and NextMedia Operating Inc. reserves the right to substitute prizes of equal or greater value. The winner is solely responsible for the reporting and payment of any taxes on prizes. As a condition of receiving the contest prize, the winner will be required to complete an affidavit of eligibility, and a liability and publicity release, which must be signed at the time the winner, claims his/her prize at NextMedia Operating Inc. Failure of to sign the affidavit or release, or to comply with any term or condition of these OFFICIAL RULES, may, at the sole discretion of NextMedia Operating Inc, result in winner's disqualification, the forfeiture of his or her interest in the prize. Except where prohibited, participation in the contest constitutes the winner's consent to the publication of his or her name and image in on-air promotional announcements and other promotional material

from NextMedia Operating Inc., and on the NextMedia Operating Inc. interactive web sites, and to the inclusion of his or her name and image in any other related publications or web sites for any commercial or promotional purpose, without limitation or additional compensation. The winner's list may be obtained by sending a request with self-addressed, stamped envelope to 1361 Colony Drive, New Bern, NC 28562.

7. CLAIMING A PRIZE: Any winner has 30 days to claim a prize from the date won. Prizes will not be available after 30 days. If prize is mailed, NextMedia Operating Inc. is not responsible for lost prizes and has 4-6 weeks to mail prize from date won.
8. TAXES. Any valuation of the prize(s) stated above is based on available information provided to NextMedia Operating Inc., 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 NextMedia Operating Inc. with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable or redeemable for cash. Any person winning over \$600 in prizes from NextMedia Operating Inc.'s stations 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.
9. PARTICIPATION: Participation in the Contest constitutes an agreement by each contestant to comply with these official Rules. NextMedia Operating Inc. reserves the right to cancel or modify the Contest at any time as announced on the station. NextMedia Operating Inc. disclaims any responsibility to notify participants of any aspect related to the conduct of this contest. Written copies of these rules are available during normal business hours at the business offices of the station and by mail upon written request with a stamped, self-addressed return envelope. All entries become the property of NextMedia Operating Inc. and will not be returned.
10. DISQUALIFICATION: NextMedia Operating Inc., reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the contest, or obtained winner status using fraudulent means. Further, NextMedia Operating Inc. will resolve any disputes; conflicting claims or ambiguities concerning the rules and NextMedia Operating Inc. s decisions concerning such disputes shall be final. All decisions will be made by NextMedia Operating Inc. and are final. Next NextMedia Operating Inc. may waive any of these rules at its sole discretion.
11. LIMITATIONS OF LIABILITY: By entering the contest, contestant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with the contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the contest but in no event attorneys' fees; and (3) under no circumstances will any contestant be permitted to obtain any award for, and contestant hereby waives all rights to claim punitive, incidental or consequential damages and/or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
12. CONSTRUCTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these OFFICIAL RULES, or the right and obligations of the contestant and NextMedia Operating Inc. in connection with the contest, shall be governed by, and construed in accordance with the laws of the state of North Carolina. The invalidity or enforceability 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
13. GENERAL RELEASE: By entering the contest, contestants release NextMedia Operating Inc. any other promotional sponsors, and each of their respective parents, affiliated companies, directors, officers, employees, representatives and agents from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the contest or with the acceptance,

possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light).

14. NextMedia Operating Inc. sponsors contests, 1361 Colony Drive, New Bern, NC 28562 whose decisions regarding the selection of winners and all other aspects of contest shall be final and binding in all respects. NextMedia Operating Inc. will not be responsible for typographical, printing or other advert errors in these OFFICIAL RULES or in other contest materials. If you have any questions regarding a contest, please contact the Promotions and Marketing Department, 1361 Colony Drive, New Bern, NC 28562, 1-888-898-9767.