

**Delilah's Warm Summer Nights Sweepstakes, Presented by Pepto Bismol**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**1. PROMOTION ENTRY PERIOD:** Delilah's Warm Summer Nights Sweepstakes, Presented by Pepto Bismol (the "Sweepstakes") begins at 12:00:00 a.m. Eastern Time ("ET") on May 25, 2020 and ends at 11:59:59 p.m. ET on June 7, 2020 (the "Sweepstakes End Date") (collectively, the "Promotion Entry Period"). All entries must be received during the Promotion Entry Period. The Sponsor's computer is the official time keeping device for this Sweepstakes.

**2. ELIGIBILITY:** Sweepstakes is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least eighteen (18) years of age or older as of the date of entry. If a participant has not reached the age of majority in his/her primary state of residence as of the date of entry into the Sweepstakes (which is eighteen (18) years old in most states but is nineteen (19) years old in Alabama and Nebraska and twenty-one (21) years old in Mississippi) (a "Minor"), then the participant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental consent occurs when the parent or legal guardian of a Minor grants permission for the Minor to participate and agrees on behalf of himself/herself and the Minor to these Official Rules. If you are not a legal resident of the United States or you are not the required age as of the date of entry, you are not eligible to participate in this Sweepstakes or to win a prize. It is strictly prohibited for anyone who does not meet the age requirement as of the date of entry to be allowed to participate in the Sweepstakes and in no situation shall anyone under the age of thirteen (13) be permitted to enter any sweepstakes at any time, under any circumstances. Subject to all applicable federal, state, and local laws and regulations. Void in Alaska, Hawaii, outside the United States and where prohibited or restricted by law. Individuals who have won a prize (or whose household has won a prize) from the Radio Show (as defined below) within one hundred eighty (180) days prior to the start date of this Sweepstakes are not eligible to participate or win. "Household" members shall mean people who share the same residence at least three (3) months a year.

Employees, contractors, officers, and directors of Premiere Networks, Inc. (the "Sponsor") (a subsidiary owned and operated by iHeartMedia + Entertainment, Inc.), The Delilah Show (the "Radio Show"), Pepto Bismol, Proctor & Gamble, iHeartMedia + Entertainment, Inc., any affiliated promotional partners, any third party prize provider(s) and/or prize fulfillment service, each radio station contracted to broadcast the Radio Show, and each of the foregoing's respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, officers, directors, and each of their employees, talent, artists, volunteers, shareholders, contractors, agents, and advertising, promotional, and judging agencies (collectively, the "Sweepstakes Entities"), as well as members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win a prize. 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.

The Sweepstakes is administered by the Sponsor and any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor.

**3. HOW TO ENTER:** During the Promotion Entry Period, submit your entry by visiting <http://www.Delilah.com> and follow the Sweepstakes link to click on the entry form. Then, (i) review the submission guidelines and (ii) complete and submit the entry form with all requested information (including your name, email address, phone number, date of birth, and/or any other information requested by the Sponsor). You may also find the registration page by using the keyword 'contest' on the Radio Show's website.

**Entries limited to one (1) entry per person per day (each a "Regular Entry") for the duration of the Promotion Entry Period. A "day" shall be defined as each calendar day, beginning at 12:00:00 a.m. ET and ending at 11:59:59 p.m. ET on that same day. Incomplete and/or invalid or duplicate entries will be disqualified.**

**Bonus Entries:**

Upon completion of a Regular Entry into the Sweepstakes, participants may also click on the bonus entry buttons to (i) follow the Radio Show on Instagram and (ii) favorite the Radio Show on your iHeartRadio account (together, the "Action(s)"). No social media accounts are required to enter the Sweepstakes, and you do not have to "Like", "Follow" or "Favorite" in order to gain an entry.

Limit of up to two (2) bonus entries per person throughout the Promotion Entry Period, regardless of the bonus entry used. Note that these Actions MUST be done through the bonus entry buttons on the online entry form. If any of these Actions are taken through any other means, you will not receive a bonus entry for that Action.

Regular Entries and bonus entries together shall herein be referred to as "Entries". All eligible Entries must be received during the

Promotion Entry Period to be eligible.

Entries must contain all information requested and comply with any and all applicable restrictions or requirements set forth herein to be valid. The Sponsor is not responsible for Entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. The Released Parties (as defined below in Section 10) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete Entries or communications, regardless of cause. Multiple participants are not permitted to share the same email address or mobile phone number, as applicable. Should multiple users of the same email account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the participant, the authorized account holder of said email account or mobile phone account at the time of entry will be considered the participant. "Authorized account holder" is defined as the natural person who is assigned an email address or mobile phone number by an Internet access provider, online service provider, mobile telephone service provider or other organization which is responsible for assigning email addresses, mobile phone numbers or the domain associated with the submitted email address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the above stated limit will be declared ineligible. All entries become the property of Sponsor and will not be receipt acknowledged or returned. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Where applicable, one (1) prize per person/household.

**4. PRIZE DRAWING / WINNER NOTIFICATION:** On or about one (1) weekday after the Sweepstakes End Date, the Sponsor will randomly select one (1) potential Sweepstakes winner from among all eligible entries received during the Promotion Entry Period. Odds of winning a prize depend on the number of eligible entries received during the Promotion Entry Period.

Winner will be notified within one (1) day after the Sweepstakes drawing, via email, and/or at Sponsor's discretion via telephone at the phone number provided during registration. **The Sponsor is not obligated to and may not leave a voicemail, answering machine, or other message when contacting a potential finalist and/or winner.** In the event a potential finalist and/or winner doesn't respond to Sponsor's notification or does not accept the prize within one (1) day of notification, the prize will be deemed forfeited and an alternate potential finalist and/or winner will be randomly selected, who will also be notified in the same method on the same day. In the event that any one (1) or more potential finalist(s) and/or winner(s) fails to respond as stated above, declines the prize, or fails to provide signed Affidavits or releases (as defined below in Section 6), such potential finalist(s) and/or winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate potential finalist(s) winner(s) from the remaining eligible participants in the same method. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion (up to a maximum of three (3) attempts), to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Official Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion of the Sweepstakes that participation may be required to be considered eligible.

Potential winner(s) is subject to verification, including verification of eligibility. If a participant is unable to verify his/her information, the participant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate winner or finalist (if applicable) in accordance with these Official Rules in the event that that any winner or finalist is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.** Notification is deemed to have occurred immediately upon placing of a telephone call or sending of an email or any other form of communication Sponsor may use to contact the finalists (if any) and/or a potential winner. The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of participants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify a finalist and/or potential winner(s).

The potential winner(s) may collectively be referred to herein as "Winner" or "Winner(s)".

**5. PRIZE(S): ONE (1) PRIZE:** One (1) Blue Rhino liquid propane gas outdoor firepit with granite mantel (Approximate Retail Value ("ARV"): \$1,019.00). The total ARV of all prize(s) is \$1,019.00. Prize(s) provided by Sponsor.

Any difference between the estimated value of Grand Prize and the actual value will not be awarded to Winner. All prize(s) or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim any prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, Winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. The Sponsor reserves the right to substitute any portion of these prize(s) for a prize of equal or greater value. Prizing may be fulfilled by a third-party fulfillment company. The Sponsor and Sweepstakes Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes. The prize(s) are

awarded if properly claimed according to the Official Rules and if there are sufficient eligible entries. The Sponsor does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prize(s), regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Winner(s). No transfer, assignment, change of the prize, or cash substitution is permitted except at the sole discretion of the Sponsor. If a Winner cannot be contacted or is disqualified, the Sponsor reserves the right to determine an alternate Winner, in its sole discretion. The Sponsor will host a maximum of three (3) alternate Winner selections after which an applicable prize will remain un-awarded. Unclaimed prize(s) will not be awarded. Other conditions and restrictions may apply. All federal, state, and local taxes on the prize are the sole responsibility of the Winner(s). ALL PRIZE(S) ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. No more than the advertised number of prize(s) will be awarded.

**6. RELEASE FORM:** As a condition of participating in the Sweepstakes, participants agree and acknowledge that in order to receive a prize and be deemed a Winner, participants must sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions. The Winner(s) may (in Sponsor's sole discretion) be required to complete and return an Affidavit of Eligibility/Liability Release (including, where permitted, a Publicity Release) (the "Affidavit") within seven (7) calendar days after the first (1<sup>st</sup>) delivery attempt to Winner's email address in order for the Winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. A Winner's failure to return all required forms within this time period may result in the Winner being disqualified and, in such event, the Sponsor may randomly select an alternate potential winner from among all remaining eligible entries, as determined by Sponsor in its sole discretion. Where applicable, any guest(s) of a Winner must be at least eighteen (18) years old and must complete a Liability Release (including, where permitted, a Publicity Release). The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify a finalist and/or Winner(s).

**7. TAMPERING AND DELIVERY DISCLAIMER:** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is, or is attempting to: (i) tamper with the Sponsor's and/or Radio Show's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; (iii) or intending to annoy, abuse, threaten or harass any other participants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's and/or Radio Show's website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S AND/OR RADIO SHOW'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPANT (OR, WHERE APPLICABLE, IF THE PARTICIPANT IS A MINOR, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR, SWEEPSTAKES ENTITIES, AND EACH OF THEIR RESPECTIVE AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY PARTICIPANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software, or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. The Sponsor 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.

Released Parties are not responsible for: (1) 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 online participant's ability to participate in the Sweepstakes; (2) any injury or damage to participant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in telephone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus,

bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

**8. PUBLICITY:** Except where prohibited, by accepting a prize, Winner(s) grant the Sweepstakes Entities permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each Winner's name may be included in a publicly available winners list.

**9. USE OF PERSONAL INFORMATION:** The Sponsor will retain the participant's personal data for a reasonable period of time to enable it to send that participant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's privacy policy at <http://www.premiereinteractive.com/legal/#privacy>. Participant may have the opportunity to opt-in to receive emails from third parties. In the event that participant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, participant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Sweepstakes, and consent to opt-in will not improve your chances of winning.**

**10. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, each participant agrees to release and waive any and all claims of liability against the Sweepstakes Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, Winner(s) hereby agrees: (i) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prize(s); and (ii) where allowed by law, sign a publicity release confirming consent to use the Winner's name/likeness as set forth in Section 9 prior to acceptance of the prize. The Released Parties are not responsible or liable to any participant or Winner or any person claiming through such participant or Winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to a Winner.

**11. TAXES:** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a Winner may will be reported to the IRS as required by law. Winner(s) are solely responsible for reporting and paying any and all applicable federal, state, and local taxes related to prize acceptance and use not specified herein. Winner(s) must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning \$600.00 or more in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of the prize(s) to the IRS.

**12. CONDUCT AND DECISIONS:** All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims, or ambiguities concerning the Official Rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide Winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Radio Show's "discretion" and/or any exercise of discretion by the Sponsor or Radio Show shall mean in Sponsor's and/or Radio Show's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if, in its sole judgment, the Official Rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable, material changes to the Sweepstakes Official Rules will be broadcast on-air and available online at the Radio Show's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If, due to circumstances beyond the control of the Sponsor, any segment of the Sweepstakes is delayed, rescheduled, postponed or cancelled, the Sponsor reserves the right, but not the obligation, to modify, suspend or cancel the Sweepstakes and shall not be required to award a substitute prize.

**13. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

**14. MISCELLANEOUS:** Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These Official Rules are designed to be fair and equal to all participants. Odds of winning depend upon the number of eligible entries received during the Promotion Entry Period. Any Winner must submit proof of eligibility and sign the Sponsor’s Affidavit to claim the prize. The Sponsor may substitute prize(s), amend the Official Rules, or discontinue the Sweepstakes at any time as announced on the Radio Show. The Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of the Sweepstakes. The Sponsor is not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes, or in the announcement of the Sweepstakes prize(s). All entries become the property of the Sponsor and will not be returned. As a condition of participating in the Sweepstakes, participants agree (and agree to confirm in writing) that: (a) under no circumstances will participant be permitted to obtain costs, judgements, or awards for, and participant hereby knowingly and expressly waives all rights to claim or seek, punitive, incidental, consequential, special, or any other damages, other than for actual third-party out-of-pocket expenses, and in such limitation, participant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every participant. Participation in the Sweepstakes constitutes participant’s full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon participant’s fulfillment of all requirements set forth herein.

**15. WINNERS LIST:** For a winner list, where required by law, send a stamped, self-addressed envelope no later than ninety (90) days after the Sweepstakes End Date: Delilah’s Warm Summer Nights Sweepstakes, Presented by Pepto Bismol, 15260 Ventura Blvd., 4<sup>th</sup> Floor, Sherman Oaks, CA 91403.

**16. JURISDICTION:** By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 13 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.

**17. SPONSOR:** Premiere Networks, Inc., 15260 Ventura Blvd., Sherman Oaks, CA 91403.

**ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE OFFICIAL RULES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.**