

**Delilah's 12 Stockings of Christmas Sweepstakes**  
**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.**

**EACH TEXT MESSAGE, SENT OR RECEIVED, MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. MESSAGE AND DATA RATES MAY APPLY. WHEN YOU ENTER VIA TEXT MESSAGE, YOU WILL RECEIVE AT LEAST ONE (1) AUTODIALED TEXT MESSAGE IN RESPONSE TO YOUR ENTRY. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. TO ENTER WITHOUT SENDING A TEXT MESSAGE, SEE SECTION 3 BELOW.**

Sweepstakes Name: Delilah's 12 Stockings of Christmas Sweepstakes (the "Sweepstakes")

**This Sweepstakes is sponsored and administered solely by Premiere Networks, Inc. (the "Sponsor"), 15260 Ventura Blvd., Sherman Oaks, CA 91403. Any questions, comments, or complaints regarding the Sweepstakes must be directed to the Sponsor.**

**1. ELIGIBILITY:** The Sweepstakes is open only to individuals who are legal residents of the fifty (50) United States or the District of Columbia, who are eighteen (18) years of age or older at the date of entry (or the age of majority in the entrant's state of residence, whichever is older) (the "Entrant"). If an Entrant has not reached the age of majority in his/her state of residence as of the date of entry into the Sweepstakes, then the Entrant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental consent occurs when the parent or legal guardian of an eligible minor Entrant, who is under the age of legal majority their state of residence, grants permission for the Entrant to participate and agrees on behalf of himself/herself and the minor Entrant to these Official Rules.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void outside of the United States and where prohibited or restricted by law.

Entrants must be participating on their own behalf and not on behalf of any employer or third party. Employees, contractors, officers, and directors of Premiere Networks, Inc. (a subsidiary owned and operated by iHeartMedia + Entertainment, Inc.), Delilah Show (the "Radio Show"), Hickory Farms, Inc., Laura Geller Beauty, Curb Records, Treetime Christmas Creations, RCA Records, Concord Records, Capital Records, Shadow Mountain Publishing, Bigelow Tea, and Brown-Haley (collectively, the "Prize Provider"), Big Shoes Productions, Inc., 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, each of the foregoing's respective affiliates, parent companies, subsidiaries, 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.

Eligibility Frequency Limits: Individuals who have won a prize (or whose household has won a prize) from the Radio Show within one hundred eighty (180) days prior to the start date of this Sweepstakes are not eligible to enter or win. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household" members shall mean people who share the same residence at least three (3) months a year.

**2. ENTRY PERIOD:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET") on November 27, 2024 and ends at 11:59:59 p.m. ET on December 21, 2024 (the "Sweepstakes End Date") (collectively, the "Entry Period").

Entry Limit: One (1) entry per person/household per day during the Entry Period (the "Entry Limit"). For purposes of this Sweepstakes, 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.

**3. HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes during the Entry Period:

**(1) Text Message:** Text the Radio Show's provided keyword or the keyword "STOCKING" (together, the "Keyword") to 48484 (the "Short Code") to receive one (1) entry into the random drawing. You will receive at least one (1) autodialed text message in response to your entry. Standard text messaging and data rates may apply; contact your carrier for rates applicable to your plan. For HELP, text "HELP" to the Short Code. To STOP, text "STOP" to the Short Code to cancel. Individuals who enter by text messaging will be charged according to their carriers' standard messaging and data rates, and Entrants should contact their carriers for pricing details. Check your owners' manual for specific text messaging instructions. Text messaging may not be available through all wireless carriers.

Sponsor reserves the right, in its sole discretion, to advertise the Keyword and Short Code through various forms of media, including but not limited to, announcements made on air or on point-of-sale cardboard signs, packaging materials or other Sweepstakes-related advertising materials found in store at participating locations, if any. For avoidance of doubt, if a participating location includes a Sweepstakes advertisement, you are NOT required to make a purchase at the participating location in order to enter the Sweepstakes and doing so will NOT increase your chances of winning a prize.

**(2) Website - ALTERNATE METHOD OF ENTRY (“AMOE”):** To enter without sending a text message, visit [www.Delilah.com](http://www.Delilah.com), look for the Sweepstakes mention and click on the entry form. You may also find the registration page by using the keyword ‘contest’ on the Radio Show’s website. Upon accessing the registration page, you must complete and submit the entry form including your name, email address, phone number, date of birth, and/or any other information requested by the Sponsor.

**Entrants must adhere to the Entry Limit stated within these Official Rules. Incomplete and/or invalid or duplicate entries will be disqualified.**

All entries must be received during the Entry Period. Any entry received or made either by text or online after the Entry Period will not be valid and will not be deemed eligible. Entries must contain all information requested and comply with all any applicable restrictions or requirements set forth herein to be valid. *By participating in the Sweepstakes, Entrants agree that the Sponsor may contact them in connection with the Sweepstakes, via phone or text message, at the telephone number from which the text message entry was received.* 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 Entrants are not permitted to share the same email address and/or phone number. 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 Entrant, the authorized account holder of said email account or mobile phone account at the time of entry will be considered the Entrant. “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, telephone service provider or other organization which is responsible for assigning email addresses, 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. The Sponsor’s computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the Entry Limit will be declared ineligible. All entries become the property of Sponsor and will not be acknowledged as received 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. *The Sponsor assumes no responsibility for Entrants not making timely texts to the Sponsor. The Sponsor assumes no responsibility for Entrants not receiving the Short Code as a result of the delays or issues in the Internet stream or otherwise.*

Entry by sending a text message will not improve your chance of winning. Text message entries must meet all requirements set forth herein in order to be eligible. The text messaging method of entry is designed to work with most of the U.S. major wireless carriers in the United States, but the Sponsor makes no guarantee that any particular wireless service provider will participate. To enter by text, the mobile phone that is used must be capable of sending and receiving text messages. Entrants should check their phone’s features to see if they have that capability. Wireless service providers may charge Entrants for each text message, including any error message that is sent and received in connection with the Sweepstakes, based on the applicable wireless service pricing plan. By texting to enter, the Entrant grants permission to the Sponsor to notify them via any return text messages relating to the Sweepstakes and must agree to accept all applicable charges associated therewith. Entrant is responsible for all applicable fees and taxes associated with placing a text message entry. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. Proof of text messaging to the Short Code is not considered proof of delivery to, or receipt by, Sponsor of such entry. Entrants are restricted to the use of ordinary telephone equipment, including mobile phone. The Sponsor disclaims all liability for the inability of an Entrant to complete or continue a telephone call or text message due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor’s control, or otherwise. By participating in a Sweepstakes in which text message-based entry is permitted, Entrants acknowledge that text messages are distributed and delivered through third-party providers; neither the Sponsor nor Radio Show guarantee, nor shall either be responsible for, the delivery or timeliness of any text message entry. Not all wireless carriers support access to a common short code (CSC). The CSC being used to enter a Sweepstakes may or may not be compatible with all wireless carriers, and as such, you may not be able to enter through the CSC method of entry. The Sponsor will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the Entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. The Sponsor, through its third-party text messaging administrators, will store all messages received on its system, and will send Entrants reply texts relating to the Sweepstakes throughout the Entry Period and up to sixty (60) days thereafter. The Sponsor is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. The Sponsor may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. The Sponsor reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. **BY TEXTING TO ENTER, THE ENTRANT GRANTS PERMISSION TO THE SPONSOR TO NOTIFY THEM VIA ONE (1) RETURN TEXT MESSAGE PER ENTRY AND MUST AGREE TO ACCEPT ALL APPLICABLE CHARGES ASSOCIATED THEREWITH. ENTRANT ACKNOWLEDGES AND AGREES TO RECEIVE AT LEAST ONE (1) TEXT MESSAGE IN RESPONSE TO THE ORIGINAL SUBMISSION.**

By participating, you agree (a) to be bound by these Official Sweepstakes 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 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 to the Sweepstakes that participation may be required to be considered eligible.

**4. WINNER SELECTION/ODDS:** On or about one (1) business day after the Sweepstakes End Date, the Sponsor will randomly select the potential winner(s) from among all eligible entries collectively received during the Entry Period. The odds of winning the prize depend on the number of eligible entries received.

**5. WINNER NOTIFICATION AND VERIFICATION:** Potential winner(s) is subject to verification, including verification of eligibility. Potential winner(s) will be notified within one (1) business day after the Sweepstakes drawing. Potential winner(s) will be notified via email, and/or phone call, at the email address and/or mobile phone number provided at the time of entry. Potential winner(s): (a) must respond to the notification within one (1) calendar day of notification (the "Notification Response Time"); (b) may be required to present a state authorized identification prior to being awarded the prize and/or sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions; and (c) may also be required to sign and return an affidavit of eligibility and any other form(s) necessary to verify eligibility and claim prize, along with any other required release(s) within five (5) calendar days (unless otherwise stated herein or at the time of notification).

The Sweepstakes Entities are not responsible for suspended or discontinued wireless or online service or for any change of Entrant's email address, mailing address, and/or telephone number which may result in potential winner not receiving a prize notification. If (a) an attempted notification or prize is returned as undeliverable; (b) a potential winner cannot be contacted, fails to respond to the notification or does not accept the prize within the Notification Response Time; (c) a potential winner fails to provide signed affidavits or releases or any other required forms within the stated time period(s); (d) a potential winner fails to present a proper identification at the time of claiming a prize or fails to collect or properly claim any prize in accordance with these Official Rules; (e) a potential winner declines the prize; (f) a potential winner cannot be verified or is deemed ineligible; (g) a potential winner is disqualified for any reason; (h) a potential winner is not available to participate in any applicable Sweepstakes event(s) that participation may be required to be considered eligible; or (i) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Any alternate winner(s) will be randomly selected from among all remaining eligible entries, as determined by Sponsor, in its sole discretion. If any alternate(s) similarly fails to properly claim the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be deemed unclaimed and Sponsor shall have no further liability, in connection with this Sweepstakes, to award unclaimed prizes.

If eligible Entrants include minors, prize may be awarded to Entrant's parent or legal guardian and Entrant's parent or legal guardian may be required to sign a release on behalf of the minor to be eligible to receive a prize.

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

**6. PRIZE(S): TWELVE (12) GRAND PRIZES:** Each Winner will receive the following:

- One (1) Hickory Farm Gift Box (Approximate Retail Value ("ARV"): \$100.00);
- One (1) lipstick collection from Laura Geller Beauty (ARV: \$40.00);
- One (1) autographed copy of the for King and Country CD *A Drummer Boy Christmas Live* (ARV: \$20.00);
- One (1) Treetime.com Centerpiece (ARV: \$60.00);
- One (1) autographed copy of the Walker Hayes EP CD *Christmas Vacation* (ARV: \$20.00);
- One (1) autographed copy of the Lindsey Stirling CD *Snow Waltz* (ARV: \$20.00);
- One (1) autographed copy of the Elton John Vinyl Album *Step Into Christmas* (ARV: \$25.00);
- Two (2) books by Shadow Mountain Publishing, *Most Requested Copycat Dishes* and *Victor Hugo's Wondrous Feast* (ARV: \$60.00);
- One (1) gift box of Bigelow Tea (ARV: \$40.00);
- One (1) gift box of Almond ROCA (ARV: \$40.00).

Each Grand Prize ARV is \$425.00. The total ARV of all Grand Prizes is \$5,100.00. Prizes are provided by Prize Provider.

**7. PRIZE CONDITIONS:** Limit one (1) prize per person/household. No more than the advertised number of prizes shall be awarded. Prize(s) is subject to certain terms and conditions and restrictions may apply, as specified herein or as stated within the prize notification. Any difference between stated ARV and actual value of prize will not be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. The prize(s) may be fulfilled by a third party. The prize will only be awarded if properly claimed according to these Official Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are solely the responsibility

of Winner(s).

**NAMES, LOGOS, AND OTHER MATERIALS ARE USED FOR PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES, AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.**

ALL PRIZES 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.

**7. TAMPERING AND DELIVERY DISCLAIMER:** The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating any person (and void such person's entries), who the Sponsor determines (in its sole discretion) is or is attempting to: (a) tamper with the Website and/or any part of the Sweepstakes; (b) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; or (c) intending to annoy, abuse, threaten or harass any other Entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (d) otherwise violate these Official Rules or the Terms of Use of the Website. ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE 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 ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS 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 ENTRANT'S BREACH 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 Entrant 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 (as defined below) are not responsible for: (a) 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 Entrant's ability to participate in the Sweepstakes; (b) 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 Sweepstakes; (c) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (d) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (e) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (f) 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 (a) 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 Entrant in the Sweepstakes and/or (b) 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 Entrant's personal data for a reasonable period of time to enable it to send that Entrant 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

<https://www.iheart.com/content/privacy-and-cookie-notice/>. Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that Entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, Entrant 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 Entrant 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 or death) 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: (a) 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 (b) where allowed by law, to sign a publicity release confirming consent to use the Winner's name/likeness as set forth in Section 8 prior to acceptance of the prize. The Released Parties are not responsible or liable to any Entrant or Winner, or any person claiming through such Entrant 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, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, 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 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 be reported to the IRS as required by law. Each Winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each Winner must provide the Sponsor with valid identification and, as applicable, a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes 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 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 Entrant'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 rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an Entrant 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 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.

**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 Texas 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 ENTRANT'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. Sponsor disclaims any responsibility to notify Entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, Entrants agree (and agree to confirm in writing) that: (a) under no circumstances will Entrant be permitted to obtain costs, judgments, or awards for, and Entrant 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, Entrant 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 Entrant. Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon Entrant's fulfillment of all requirements set forth herein.

**15. COMPLIANCE WITH LAW AND GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, 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 Texas, in the City of San Antonio.

**16. WINNERS LIST:** For the name(s) of the winner(s), send a stamped, self-addressed envelope to: Delilah's 12 Stockings of Christmas Sweepstakes, 15260 Ventura Blvd., 5<sup>th</sup> Floor, Sherman Oaks, CA 91403. Requests must be received within thirty (30) days after the conclusion of the Sweepstakes.