

MetroPCS Margarita Pour Off Sweepstakes

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, the MetroPCS Margarita Pour Off Sweepstakes (the "Sweepstakes") is open to legal residents of the state of Texas who, at the time of entry, (i) 21 years of age or older; (ii) residents of the state of Texas and reside in one of the following counties: Bexar, Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina, or Wilson; and (iii) have a valid Texas driver's license or Texas state ID. Employees of Cox Radio, Inc., d/b/a Cox Media Group San Antonio ("Administrator"), MetroPCS Texas, LLC ("Sponsor"), and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.

Limit: Only one (1) prize winner may be selected from the same household every sixty (60) days in connection with any sweepstakes sponsored or administered by any of the CMG-San Antonio radio stations (i.e., KSMG, KONO, KCYY, KISS, KTKX, KKYX). If you or a member of your household has won a prize from any CMG-San Antonio radio station within the last sixty (60) days, you will be ineligible to receive a prize in this Sweepstakes.

The Sweepstakes is administered by Administrator and any questions, comments or complaints regarding the Sweepstakes must be directed to the Administrator. Winner shall be selected by Administrator. Sponsor is not responsible for the administration, execution, or conduct of the Sweepstakes.

3. **How to Enter.** The Sweepstakes will begin on September 5, 2019 at 3:00 p.m. Central Time ("CT") and end on September 19, 2018 at 5:00 p.m. CT (the "Sweepstakes Period"). Administrator will be the official timekeeper for the Sweepstakes.

The entry period of the Sweepstakes drawings will be on the following days (each, a "Drawing Day"):

- September 5, 2019: 3:00 p.m. – 5:00 p.m. CT
- September 12, 2019: 2:00 p.m. – 4:00 p.m. CT
- September 19, 2019: 3:00 p.m. – 5:00 p.m. CT

To enter, participants must visit the designated MetroPCS location (each, a "Designated Location") on the designated Drawing Day between designated times and complete all of the required information on the entry form and following all posted instructions.

Designated Locations for the Sweepstakes will be announced on Sponsor's website(s) and on-air on Sponsor's stations hosting the remote at least one (1) week prior to each Drawing Day.

LIMIT: one (1) entry per person per Drawing Day.

Failure to complete any of the steps in this section may result in the disqualification of your attempted entry as determined in Administrator's sole discretion. Administrator is not responsible for any issue that may prevent a Participant (as defined below) from being able to complete his/her entry.

By entering, you agree to receive sweepstakes-related communications during the Sweepstakes Period.

Any eligible individual participating in this Sweepstakes shall be a "Participant." Participation must be by the Participant. Any potential winner must be the person who originally submitted an official entry form to participate in the Sweepstakes. No family members, friends, office associates, or any other person will be allowed to participate in the Sweepstakes on another person's behalf. A Participant must provide his or her own name as listed on his or her valid Texas driver's license or Texas state-issued ID. If a Participant uses a false name, an invalid Texas driver's license or invalid Texas state-issued ID, or another person's Texas driver's license or Texas state-issued ID, he or she will be immediately disqualified from the Sweepstakes and be ineligible to win any prize.

The use of multiple identities and/or accounts is prohibited, and any attempt by a participant to obtain more than the stated number of entries by using multiple/different identities, registrations, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated, robotic, or third-party system to participate is prohibited, and will result in disqualification. No mechanical reproduction of entry forms permitted.

Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled or illegible entries will be disqualified. Administrator will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Administrator, or Administrator's Sweepstakes application service provider.

All entries become property of Administrator and none will be returned. Any questions regarding the number of entries submitted shall be determined by Administrator in its sole discretion, and Administrator reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Administrator determines to be tampering with or abusing any aspect of the Sweepstakes.

4. **Winner Selection and Odds.** At the designated hour on each Drawing Day, Administrator will select one (1) potential Grand Prize Winner in a random drawing from among all eligible entries received during such Drawing Day.

Odds of winning depend on the number of eligible entries received.

5. **Prize Description.** Subject to verification of eligibility and compliance with these Official Rules, each Prize Winner will receive:

- 2 tickets to attend the Margarita Pour Off on September 28, 2019 at Wolff Municipal Stadium in San Antonio, Texas
 - Approximate retail value: \$30.00

LIMIT: one (1) prize per person during the Sweepstakes Period.

6. **Winner Notification and Acceptance.** Potential winner will be notified at the close of each Drawing Day in person or at the telephone number provided on the potential winner's entry form.

In order to claim a prize, potential winner must respond to Administrator's notification within twenty-four (24) hours of notice or attempted notice.

To claim his/her prize, potential winner must personally visit Administrator's studios at 8122 Datapoint Drive, Suite 600, San Antonio, TX 78229 during regular business hours (9:00 a.m. CT – 5:00 p.m. CT, weekdays). In order to take possession of the Prize, the potential winner must present a

valid government-issued Texas state photo ID to Administrator and complete an IRS W-9 form with his/her valid Social Security Number for tax purposes. Failure to sign the W-9 form or to present the required identification will result in a winner's disqualification and the forfeiture of his or her interest in a prize.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned within five (5) business days of notification.

Administrator's inability to reach a potential winner after a reasonable (as solely determined by Administrator) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Administrator's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period. Administrator will conduct up to two (2) alternate drawings, after which the prize will remain unawarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ADMINISTRATOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Administrator reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner is also solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Administrator. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Administrator.

7. **Publicity.** Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Administrator, Sponsor, and its licensees of his or her name, biographical information and likeness in any media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation. Each winner further grants Administrator, Sponsor, and its affiliates, digital properties, and advertising, promotion and production agencies, permission to use his or her name, address or likeness in any and all advertising and promotional materials, in any manner or media whatsoever, including websites operated by Administrator or Sponsor, for purposes of advertising, trade or promotion, without additional compensation. Each winner acknowledges and agrees that he or she shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, or distortion of his or her name or address.

8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Administrator and Sponsor and any Sweepstakes judges or administrators selected by Administrator, which are final and binding in all respects. Administrator reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Administrator. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Administrator which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Administrator reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Administrator reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Administrator.

9. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS ADMINISTRATOR, SPONSOR, COX MEDIA GROUP, LLC., COX ENTERPRISES, INC., AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

10. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT ADMINISTRATOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND ADMINISTRATOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

PARTICIPANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF RELEASED PARTIES OR ANY PART OF THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined

to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

12. **Sponsor/Administrator.** The MetroPCS March Sweepstakes is sponsored by MetroPCS Texas, LLC and administered by Cox Radio, Inc., d/b/a Cox Media Group San Antonio. The decisions of Administrator regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Administrator will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a list of winners (available after September 20, 2019) or a copy of these Official Rules, visit <http://www.y100fm.com> or send a self-addressed, stamped envelope to “Winners List/Official Rules” (as applicable), MetroPCS March Sweepstakes, 8122 Datapoint Drive, Suite 600, San Antonio, TX 78229, Attn: Rebecca Gutz/Radio Promotions. If you have any questions regarding this Sweepstakes, please contact rebecca.gutz@coxinc.com.

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