

**Cheesecake Factory  
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

**SWEEPSTAKES DESCRIPTION:**

The Cheesecake Factory ("Sweepstakes") will begin on January 2, 2018 and end on January 5, 2018 ("Sweepstakes Period"). Four (4) winner(s) will each be awarded a \$25 Cheesecake Factory Gift Card. (ARV = \$25.00) ("Prize").

**HOW TO ENTER / EXECUTION:**

Listeners of WFXC-FM ("Station") who are legal residents of the United States residing within the Raleigh, NC metropolitan area, and are 18 years of age and older at the time of Sweepstakes registration will be able to take part in this Sweepstakes. To participate in the Sweepstakes, listeners must do the following:

1. During the Sweepstakes Period, listen to Station for the on-air announcement for the 10th caller to contact the Station. Be the designated caller at 800-467-3699 after the on-air solicitation for callers has been made. WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Sweepstakes participants should not rely on streamed broadcasts to participate in the Sweepstakes.
2. Eligible callers will be awarded the Prize and will be asked to verify their contact information (e.g. name, address, phone number, and email address).
3. Winners will be instructed to come to the offices of the Station located at 8001 Creedmoor Road, Suite 101, Raleigh, NC 27613, to claim the Prize.
4. Winners must provide valid identification (e.g. via valid state-issued driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph) to claim the prize. Identification documents must match information previously provided to the Station.
5. Prizes will be awarded only upon winner verification and final approval by the Station.
6. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Station management which will be final and binding in all matters pertaining to this Sweepstakes.

**ELIGIBILITY RESTRICTIONS:**

1. The Sweepstakes is open to listeners of the Station who are legal residents of the United States residing within the Raleigh, NC metropolitan area and are 18 years of age and older as of the commencement date of the Sweepstakes.
2. Employees of the Station, Radio One, Inc (“Company”), its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Raleigh, NC metropolitan area, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in this Sweepstakes. For purposes of this Sweepstakes, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
3. Unless otherwise specified, participants may only win once during this Sweepstakes.
4. Persons who have won a prize in another sweepstakes or promotion of any kind from any one of the following radio stations: WFXC-FM, WFXK-FM, WNNL-FM, WQOK-FM within the thirty (30) day period immediately preceding the start date of this Sweepstakes are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from **any one** of the above-listed radio stations during any thirty (30) day period.

#### **PRIZES:**

1. The following prize elements will be awarded:
  - a \$25 Cheesecake Factory Gift Card. (ARV = \$25.00) (“Prize”).
2. Transportation to and from any event venue (if applicable), meals, beverages, souvenirs, and incidentals are the responsibility of the winner and his or her guest.
3. Movie passes, and/or special screening and premiere movie passes are valid for space available only. Seating is provided on a first-come-first-served basis.
4. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
5. Dates and times of concerts, events, trips, and activities promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or performer. The Station is not obligated to make any effort to find an alternative prize under these circumstances.
6. Prize will not be mailed. Unless otherwise provided, the prize must be claimed at the Station’s offices by no later than 5pm on February 6, 2018 or the prize will be forfeited.
7. The prize may only be claimed by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner.

8. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash Prizes may not be redeemed for cash value, except as determined by Station management and/or the sponsor in its sole discretion. Station reserves the right to substitute an item of equal or greater value in the event an advertised prize element is unavailable.
9. All Sweepstakes winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in winner forfeiting the prize.
10. The Station, the Company, and its affiliates and promotional partners shall not be liable for any claims made by ineligible entrants.
11. If for any reason a Sweepstakes winner decides not to accept the prize awarded, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Sweepstakes administrator and / or Sweepstakes sponsor if another entrant is to be selected as the winner if time permits.
12. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Station and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by the winner.

#### **GENERAL CONDITIONS:**

1. Winners are responsible for all applicable taxes associated with the receipt of the prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Sweepstakes is void where prohibited. Sweepstakes is subject to all applicable federal, state and local laws and regulations.
4. Odds of winning depend upon the number of eligible entrants participating during the Sweepstakes Period.
5. By participating in the Sweepstakes, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Sweepstakes, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Sweepstakes, each participant agrees to comply with the Official Rules and the decisions of the Sweepstakes sponsor which shall be final and binding in all aspects relating to the Sweepstakes.
6. All Sweepstakes winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, the Company, any other Sweepstakes parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents

and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Sweepstakes participation or the acceptance, possession or use / misuse of awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.

7. The Station retains the right to disqualify any entrant if all Sweepstakes rules are not followed. Sweepstakes void if prohibited by law.
8. So long as no participant is materially adversely affected, the Station reserves the right to make changes in these Sweepstakes rules, which will become effective upon being announced on the air and / or posted online.
9. The Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any entrant to complete or continue a telephone call, internet registration or text entry due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Sweepstakes. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
10. By accepting the prize, the winner acknowledges that the Station and the Company have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
11. The Station, the Company, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Sweepstakes, including cancellation of the Sweepstakes as a result of the occurrence of events not within the control of the Station, the Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event such an act should occur, the Station may in its sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the prize originally awarded.
12. If for any reason, the Sweepstakes is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Sweepstakes is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Sweepstakes entries, or any other causes beyond the Station and the Company's, control which, in the Station and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Sweepstakes at their sole discretion.

13. Copies of Sweepstakes rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 8001 Creedmoor Road, Suite 101, Raleigh, NC 27613.