

# **Black Music Month Essence Music Festival VIP Flyaway OFFICIAL RULES**

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

## **SWEEPSTAKES DESCRIPTION:**

The ***Black Music Month Essence Music Festival VIP Flyaway*** ("Sweepstakes") will begin on Monday, May 28, 2012 and end on Sunday, June 24, 2012 ("Sweepstakes Period"). The Sweepstakes will be conducted via online registration. One (1) national grand prize will be awarded for one (1) winner and three (3) guests to flyaway for a VIP trip to the 2012 Essence Music Festival in New Orleans, LA (departing on July 6, 2012 and returning on July 9, 2012). Prize includes four (4) VIP Tickets to the 2012 Essence Music Festival, airfare, and hotel accommodations for four (4) guests for three (3) nights (ARV \$5,000). In addition to the grand prize, weekly prizes will be awarded at random to eight (8) winners during the Sweepstakes Period. Weekly prizes include: four (4) Verizon Tablets (Droid Xyboard ARV \$699.99 each) and four (4) Verizon Smart Phones (Pantech Breakout ARV \$359.99 each).

## **HOW TO ENTER:**

Registered Twitter users who are legal residents of the 48 contiguous United States and are 18 years of age and older will be able to take part in this Sweepstakes. To participate in the Sweepstakes, listeners and users must do the following:

1. Participants must go to [www.vzw.com/blackmusicmonth](http://www.vzw.com/blackmusicmonth) and follow the on-screen instructions to "Tweet To Enter!"
2. In order to enter the Sweepstakes, users will be required to "follow" Verizon on Twitter (@VerizonInsider) and retweet the displayed message via the VerizonBMM Twitter application. Participants must remain followers of VerizonInsider for the duration of the Sweepstakes Period. Tweet submissions shall not:
  - 1) Exceed 140 characters
  - 2) Contain material which is (promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilation, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc...), threatening, offensive, profane, or harassing;
  - 3) Contain content which would be derogatory and/or insulting of any other Tweets, Verizon Wireless followers, and/or Verizon Wireless and/or its affiliates or any Verizon Wireless and/or its affiliates products or services; and
  - 4) Contain content which refers to and/or its complimentary of any competitors of Verizon Wireless and/or any parent or affiliate of Verizon Wireless, or which is complimentary of and/or refers to any product competitive with any product of Verizon Wireless or any product of any parent or affiliate of Verizon Wireless.

3. Participants' email and phone contact information will also be collected for winner notification purposes.
4. Users may submit one (1) online entry per day during the Sweepstakes Period.
5. In the event of a dispute regarding the identity of a participant's online entry, the entry will be deemed to have been made by the authorized holder of the email account provided at the time the entry was made.
6. Participants may only win one (1) weekly prize during this Sweepstakes.

#### **ELIGIBILITY RESTRICTIONS:**

1. The Sweepstakes is open to registered Twitter users who are 18 years of age and older and are legal residents of the 48 contiguous United States.
2. Employees of Radio One, Inc. (also "Company"), Verizon Wireless, each of their respective subsidiaries, affiliates, agents, general sponsors, advertisers, competitors, promotional partners, and members of the immediate families or those residing in the 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, family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
3. Travel guests of the grand prize winner must also be eighteen (18) years of age or older and legal residents of the U.S. Winner and guests must each possess a valid driver's license or other government-issued photo I.D. prior to departure and must travel on the same itinerary. Travel guests will be required to sign and submit all requested release forms along with the grand prize winner.
4. Persons who have won a prize in another sweepstakes or promotion of any kind from the Company 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 the Company during any thirty (30) day period.

#### **PRIZES:**

1. Weekly Prizes:

Weekly prizing will be awarded at random to eight (8) winners and will include the following: four (4) Verizon Tablets (Droid Xyboard ARV \$699.99 each) and four (4) Verizon Smartphones (Pantech Breakout ARV \$359.99 each). 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.

Two (2) winners will be selected by random drawing each week during the Sweepstakes Period for a total of eight (8) winners. Each winner will be awarded one (1) Verizon Tablet or one (1) Smartphone subject to the Company's sole discretion.

2. One (1) grand prize winner will be awarded: One (1) national grand prize of four (4) VIP Tickets to the Essence Music Festival with access to concerts for all three (3) days of the Festival. Prize also includes round trip airfare to New Orleans for winner and three (3) guests from an airport nearest to the winner's residence within the continental U.S. (departing on July 6, 2012 and returning on July 9, 2012); three (3) nights hotel accommodations with two (2) double occupancy rooms.
  - a. Ground transportation, meals, beverages, gratuities, hotel room service, luggage costs, souvenirs, incidentals and all other costs are the responsibility of the winner and his or her guests. Winner and guests must be able to travel on the dates specified. Winner and guests must travel on the same itinerary.
  - b. 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.
  - c. Estimated Value: Four Thousand Eight Hundred Dollars (\$4,800). If the actual value of the prize is less than the stated approximate retail value, the difference will not be awarded in cash.
3. Dates and times of concerts, events, trips, and activities promoted by Sweepstakes sponsors are subject to change and those changes are deemed to be beyond the control of the Company. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Company is not obligated to make any effort to find an alternative prize under these circumstances.
4. If the grand prize winner does not respond within 48 hours of being contacted to redeem his or her prize, Company in its sole discretion may select a runner up winner. In such event if the runner up winner is also unavailable or unresponsive, the Company may, in its sole discretion, offer an alternate prize to the first selected grand prize winner. Alternate prize value may be less than the stated approximate retail value.
5. Grand prize winner must sign and date official release and waiver forms as requested by no later than Thursday, June 28, 2012. Failure to do so will result in winner forfeiting the prize. It will be at the discretion of the Company if another entrant is to be selected as the winner, if time permits.
6. The weekly winners will be contacted via phone and email on the following dates: June 1st, June 8th, June 15th, and June 22nd. Weekly prize winners will have up to 48 hours from being initially contacted to sign and date official release and waiver forms. Failure to do so will result in winner forfeiting the prize and a runner up prizewinner may be selected at the discretion of the Company.
7. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Company, in its sole discretion to be ineligible, he/she will be required to forfeit the prize or to reimburse the Company or Verizon Wireless for the stated value of a prize if such a violation is found after the prize has been used by winner.
8. If for any reason a Sweepstakes winner decides not to accept an awarded prize, the winner will be required to sign a release form acknowledging forfeiture of the prize. It will

be at the discretion of the Sweepstakes administrator if another entrant is to be selected as the winner if time permits.

9. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their prize. Identification documents must match information provided during Sweepstakes registration.

#### **EXECUTION:**

1. During the Sweepstakes Period, eligible users will be encouraged to participate in the Sweepstakes by registering online at [www.vzw.com/blackmusicmonth](http://www.vzw.com/blackmusicmonth). After completing the registration process, qualified entrants will be eligible for a chance to win the national grand prize and the weekly prizes.
2. Prize notification will occur as follows: Weekly winners will be selected on the following dates during the Sweepstakes Period: June 1st, June 8th, June 15th, and June 22, 2012. The grand prize drawing will take place after the conclusion of the Sweepstakes Period. On June 25, 2012, one (1) national grand prizewinner will be selected by random drawing from among all eligible entries received during the Sweepstakes Period.
3. The winners will be contacted by phone and via email and provided with instructions for claiming the prize.
4. All decisions made by the Company regarding any aspect of this Sweepstakes are final.

#### **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 Company 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 Company, Verizon Wireless, any other Sweepstakes parties, and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing (hereinafter the "Released Parties"), 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. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their prize. Identification documents must match information provided during Sweepstakes registration.
8. The Company retains the right to disqualify any entrant if all Sweepstakes rules are not followed. Sweepstakes void if prohibited by law.
9. So long as no participant is materially adversely affected, the Company reserves the right to make changes in the Sweepstakes rules, which will become effective upon being announced on the air and / or posted online.
10. The Company and the Released Parties are not responsible for the inability of any entrant to complete or continue a telephone call, text entry or internet registration 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 Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
11. By accepting the prize, the winner acknowledges that the Company and the Released Parties have neither made, nor is 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.
12. The Company and the Released Parties 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 Company, the Released Parties, 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 Company may in its sole discretion; offer the winner comparable prize(s) currently being offered by the Company in lieu of the prize originally awarded.
13. 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 Company's or the Released Parties' control which, in the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes,

the Company reserves the right to cancel, terminate, modify or suspend the Sweepstakes at its sole discretion.

14. Any attempt by an entrant to deliberately undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and should such an attempt be made, the Company reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.

WINNER'S LIST: The names of the winners may be obtained by sending a self-addressed, stamped envelope to **Black Music Month Essence Music Festival VIP Flyaway Sweepstakes**, Interactive One, LLC, 850 Third Avenue, Third Floor, New York, NY 10022, ATTN: Matt Harold. All requests must be received by Friday July 27, 2012.