

**MasterCard®'s  
"Dinner and a Game with Boomer and Carton" Sweepstakes**

**OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.***

**1. HOW TO ENTER THE PROMOTION**

- a. These Official Rules govern MasterCard's "Dinner and a Game with Boomer and Carton" Sweepstakes (the "Promotion") which is sponsored and administered by CBS Radio Inc. (the "Administrator").
- b. The entry period for the Promotion begins at 12:00 AM EST on 11/4/2013 and ends at 11:59 PM EST on 11/17/2013 (the "Entry Period").
- c. To participate in the Promotion, entrants must visit Administrator's website at [CBSNewYork.com/Priceless](http://CBSNewYork.com/Priceless) (the "Website") and completely fill out the entry form, consent to receive information from MasterCard International Incorporated ("MasterCard") about MasterCard's products and services and submit the entry during the Entry Period. Only one (1) entry per person is permitted during the Entry Period. Limit one (1) online entry per person or email address regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. Online entrants are subject to all notices posted online including but not limited to both MasterCard's and the Website's Privacy Policy and Terms of Use. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Administrator.

**2. ELIGIBILITY RESTRICTIONS**

- a. The Promotion is open to all persons who are 21 years of age or older and who reside in any of the fifty (50) states of the United States or the District of Columbia. Employees of MasterCard, Administrator, its participating radio stations, artist/label and management (collectively, "Promotion Entities"), each of their respective licensees, parents, subsidiaries, and affiliated entities, the Administrator's advertising and promotional agencies, its participating sponsors, other radio stations, and the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in

all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

- b. Entrants are required to provide truthful information and the Administrator will reject and delete any entry that it discovers to be false or fraudulent. The Administrator will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

### 3. PRIZES:

- a. One (1) Prize: Winner and one (1) guest will join Boomer and Carton for dinner on December 5, 2013 at a top New York restaurant to be selected by Administrator and receive limo service from the restaurant to a stadium where they will see a New York sports matchup from premium seats with Boomer & Carton. Approximate Retail Value (ARV): \$3,600.

Transportation to or from any element of the Experience other than as expressly set forth above is not included in the prize.

- b. The winner's guest may be under 21 years of age, if the winner is the guest's parent or legal guardian. The winner and guest must sign a Publicity and Liability Waiver and Release form (the "Waiver and Release") prior to being provided the prize. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize. The prize is awarded "as is, where-is". The winner must participate in the Experience on the date specified by the Administrator. The Experience is not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time.
- c. The Administrator, in its sole discretion, reserves the right to deny entry to or remove the winner and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the Experience or at any prize-related event.
- d. No more than the total number of prizes specified in these Official Rules will be awarded. Prizes are not transferable, and no substitution, assignment, or cash equivalent of a prize is permitted, except by the Administrator (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. Each prize is expressly limited to the items listed above and unless otherwise expressly specified, does not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without

limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

#### 4. SELECTION OF WINNER

- a. Decisions of the Administrator with respect to the Promotion are final.
- b. On November 18, 2013, the Administrator will select one (1) potential prize winner in a random drawing of all valid entries. If the potential winner is not able or willing to accept the prize within three (3) days of the drawing, the potential winner will forfeit the prize and the Administrator may, but without obligation, randomly select an alternate winner following the previous procedures.
- c. Odds of winning depend on the number of eligible entries received.
- d. Winner must execute and return the Waiver and Release and any other required affidavit of eligibility release within three (3) days of winning or prize will be forfeited and an alternate potential winner may, but without obligation, be randomly selected. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and Waiver and Release within the required time period, or if a prize or prize notification is returned as undeliverable, potential winner forfeits prize.

#### 5. CONDITIONS

- a. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Promotion Entities or any of their agents to interview the winner (or guest, if applicable), to photograph, film, and record each winner (or guest, if applicable), and to use in commerce and in any media his/her name, address (city and state), biographic information, likeness, photograph, audio or video recording, and/or any statements made by him/her regarding the Promotion Entities and the Promotion for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to accepting a prize, except where prohibited by law.
- b. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability

arising directly or indirectly from the prize and participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance and/or attempted use of the prize, use or misuse of the prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

- c. If for any reason the Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Promotion Entities that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Administrator reserves the right to cancel, terminate, suspend, and/or modify the Promotion. If the Promotion is terminated before the original end date, the Administrator reserves the right, in its sole discretion, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- d. The Administrator, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Administrator's website. Failure to comply with the Official Rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Administrator makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a promotion, the Administrator reserves the right to disqualify that entrant from entering and/or winning this and future Administrator-administered promotions and to prosecute and seek damages to the fullest extent permitted by law.
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries; (iv) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or equipment malfunctions; or (v) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible for any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

- f. Except where prohibited, by entering the Promotion, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize (s) shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"). Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all matters related thereto.
  
- g. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by 12/31/2013 to "Dinner and a Game with Boomer and Carton– Official Rules," Attn: Promotions, 1271 Avenue of the Americas, 44<sup>th</sup> Floor, New York, NY 10020. For the names of the prize winners send a self-addressed stamped envelope for receipt by 12/31/2013 to the above address marked "Dinner and a Game with Boomer and Carton– Winner List." (VT residents may omit return postage for either request.) The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Administrator and may be posted online.

**Sponsor/Administrator:** CBS Radio Inc., 1271 Avenue of the Americas, 44<sup>th</sup> Floor, New York, NY 10020.

MasterCard is not the sponsor of this Promotion.