

**Text-To-Win Sweepstakes
The FamJuice Flyaway**

OFFICIAL SWEEPSTAKES RULES

SWEEPSTAKES DESCRIPTION:

The FamJuice Flyaway ("Sweepstakes") will begin on June 4, 2012 and end on June 24, 2012 ("Sweepstakes Period"). One (1) winner will be awarded a trip for two (2) to attend Radio One Fest taking place on July 7, 2012 in Miami, Florida.

HOW TO ENTER / EXECUTION:

Listeners of WPPZ-FM, WPHI-FM, and WRNB-FM (the "Participating Stations") who are legal residents of the United States residing within the Philadelphia, PA metropolitan area, and are 18 years of age and older will be able to take part in this Sweepstakes. To participate in the Sweepstakes, listeners must do the following:

1. Sweepstakes participants must text the word "FAMJUICE" to the WPHI-FM short code 80185, the WPPZ-FM short code 96230 OR to the WRNB-FM short code 23092 when prompted by the on-air announcement. Standard text and data rates will apply.
2. All text entries must be received by 11:59pm local time on June 24, 2012, or they will be void.
3. One entry per person during the Sweepstakes Period.
4. In the event of a dispute regarding the identity of a participant's entry, the entry will be deemed to have been made by the authorized holder of the mobile account at the time the entry was made.
5. One (1) winner will be selected by random drawing from among all eligible entries received via text message. Winner will be notified by phone and / or email.
6. Winner will be instructed to come to the offices of the Participating Stations located at 1000 River Road, Suite 400 Conshohocken, PA 19428, to claim the Prize.
7. Winner must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim the Prize. Identification documents must match information previously provided to the Station.
8. All decisions made by the management of the Participating Stations regarding any aspect of this Sweepstakes are final.

ELIGIBILITY RESTRICTIONS:

1. The Sweepstakes is open to listeners of the Participating Stations who are 18 years of age and older and are legal residents of the United States residing within the Philadelphia, PA metropolitan area.
2. Employees of the Participating Stations, Radio One, Inc. (the "Company"), its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Philadelphia, PA 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. Persons who have won a prize in another sweepstakes or promotion of any kind from the Participating Stations 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 Participating Stations during any thirty (30) day period.

PRIZES:

1. The grand prize winner will be awarded the following Prize elements:
Round trip airfare for two (2) from the Philadelphia, PA metropolitan area; Two (2) tickets for the Radio One Fest concert in Miami, Florida at the Klipsch Amphitheater at Bayfront Park on Saturday, July 7, 2012; and hotel accommodations (one (1) standard room, double occupancy) for two (2) nights/three (3) days.
2. Transportation to and from event venue and airport, meals, beverages, luggage costs, hotel room service, gratuities, souvenirs, and incidentals are the responsibility of the winner and his or her guest.
3. 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.
4. Dates and times of concerts, events, and activities promoted by Sweepstakes sponsors are subject to change and those changes are deemed to be beyond the control of the Participating Stations. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Participating Stations are not obligated to make any effort to find an alternative prize under these circumstances.
5. Prize will not be mailed. Unless otherwise provided, Prize must be claimed at the Station's offices by no later than 5pm on June 26, 2012, or the Prize will be forfeited.

6. 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 the management of the Participating Stations and/or the sponsor in its sole discretion.
7. All Sweepstakes winners must sign and date official release and waiver forms of the Participating Stations as requested. Failure to do so will result in winner forfeiting the Prize.
8. If for any reason a Sweepstakes winner decides not to accept the Prize awarded, the winner will be required to sign a release form acknowledging forfeiture of the Prize. It will be at the discretion of the Sweepstakes sponsor and / or Sweepstakes administrator if another entrant is to be selected as the winner if time permits.
9. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Participating Stations, in their sole discretion to be ineligible, he/she will be required to forfeit prize or to reimburse the Participating Stations and / or any sponsor for the stated value of a prize if such a violation is found after the prize has been used by 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 Participating Stations 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 Participating Stations, 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. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their Prize.
8. The Participating Stations retain 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 Participating Stations reserves the right to make changes in these Sweepstakes rules, which will become effective upon being announced on the air and / or posted online.
10. The Participating Stations, 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.
11. By accepting the Prize, the winner acknowledges that the Participating Stations 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.
12. The Participating Stations, 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 Participating Stations, 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 Participating Stations may in their sole discretion, offer the winner comparable prize(s) currently being offered by the Participating Stations 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 Participating Stations and the Company's, control which, in the Participating Stations and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Participating Stations and the Company reserve the right to cancel, terminate, modify or suspend the Sweepstakes at their sole discretion.

14. 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 Participating Stations, located at 1000 River Road, Suite 400 Conshohocken, PA 19428.