

URBAN ONE, INC.
OFFICIAL RADIO ONE GENERAL PROMOTION RULES

These Official Radio One General Promotion Rules govern any contest, sweepstakes or giveaway (“Promotion”) conducted by Urban One, Inc., its subsidiaries, affiliates (“Company”) or Company owned broadcast stations (each a “Station”) doing business under the “Radio One” or other Company owned brand. Any individual who entered any Promotion agrees to be bound by the terms and conditions provided in these Official General Promotion Rules (“General Rules”), as well as by Company’s interpretations of these General Rules which are final and binding in all matters relating to Promotions. While all Promotions will be conducted substantially as described in these rules, some Promotions will have specific rules (“Specific Rules”) developed for them to be read in conjunction with these General Rules and in the event there is a discrepancy or inconsistency between these General Rules and the Specific Rules, the Specific Rules for that Promotion shall control.

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

ELIGIBILITY RESTRICTIONS:

1. Unless otherwise specified, each Promotion is open only to individuals who (i) are legal residents of the United States residing within any Company-owned Station’s metropolitan area; and (ii) are 18 years of age or older as of the entry date of the Promotion.
2. Notwithstanding the foregoing, the following individuals are NOT eligible to enter any Company Promotion:
 - (i) Employees of the Company or any Company owned Station (“Station”), its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the station’s metropolitan area;
 - (ii) 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 any Promotion. For purposes of these General Rules, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
 - (iii) Persons who have won a prize in another Promotion of any kind from any Station within the thirty (30) day period immediately preceding the start date of a Promotion are not eligible to participate.
 - (iv) Only one person per family or household (whether related or not) may win in any Promotion from Station during any thirty (30) day period. For purposes of these General Rules, “Household Members” shall mean people who share the same residence at least three (3) months a year.
 - (v) Only entries received by the entry deadline date announced on air will be eligible.

HOW TO ENTER / EXECUTION:

1. **Online Sweepstakes or Online Contest**

- a. Promotion participants must register online through the Station's website as provided.
- b. Upon entering the Station's website, participants are to follow the on-screen instructions, including entering their name, date of birth, address, phone number, email address, and any optional or additional contact information, as requested, to register for a chance to win.
- c. If a Contest, participants must upload the required User Generated Content ("UGC") for judging. Contest judging criteria will be provided. If there is a tie for a winning position in a Contest, judges will re-judge the tied entries to determine the winner.
- d. After completing the registration process, qualified entrants will be eligible for a chance to win.
- e. All Internet entries must be received by 11:59 PM local time on the end date, unless otherwise specified, or they will be void.
- f. Submitted UGC contest entries must be "family friendly", appropriate for all audiences, and may need to meet specified Entry Requirements.
- g. Unless otherwise specified, one entry per person per email address during the Promotion Period.
- h. 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 e-mail account at the time the entry was made.

2. **On-Air Sweepstakes or On-Air Contest**

- a. During the Promotion Period, participants must listen to the Station for the on-air announcement for the designated caller to contact the Station. Station will provide the caller number and Station's phone number for participants to enter. If the Station determines the designated caller is not eligible, Station may select the next consecutive eligible caller as the potential winner for that playtime. Participants are required to listen to Station for details on specific times to play. The dates and times of Station participation may vary and shall be determined solely by the individual participating Station(s) and announced on air and the local participating Station(s), at their sole discretion may or may not choose to air all playtimes due to programming obligations and other factors.
- b. **WARNING:** Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Promotion participants should not rely on streamed broadcasts to participate in a Promotion. Company assumes no responsibility for participants not making timely phone calls to the Station or other time entry as a result of delays in the internet stream.

- c. If a Contest, the designated caller will be required to provide correct information or pass a test of skill in order to be deemed the winner.
- d. Eligible callers, or eligible callers who complete the Contest requirements, will be asked to verify their contact information (e.g. name, address, phone number, and email address).
- e. UGC includes and refers to all information, content and material submitted by the entrant in connection with a Contest, including but not limited to the entrant's submission ("Content"). By submitting Content, entrants warrant and represent that such Content; (i) is their original work, (ii) has not been previously published, (iii) has not won previous awards, (iv) has not been copied from others, (v) does not infringe upon the rights of any person or entity (including such individual's and/or entity's copyrights, trademark rights, right of privacy or publicity or any other intellectual property); (vi) that entrants have obtained permission from any person whose name, likeness or name is used in the Content, and (vii) the publication of the Content via various media including web posting will not infringe on the rights of any third party.

Any such entrant will indemnify and hold harmless, Company, its subsidiaries affiliates, Station, employees, directors, officers and agents ("Released Parties") from any claims to the contrary. Any entrant whose Content includes names or likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Station's use of such Content, in a form satisfactory to Station, upon request, prior to award of prize and/or naming of entrant as a winner. The Content submitted shall be 100% owned and controlled by the entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. Company and/or Station reserves the right to remove or void any Content that it deems to be in violation of these General Rules, in its sole and absolute discretion.

- f. By submitting Content, entrants agree that their Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Company or Station under any fiduciary or other obligation, that Company and/or Station are free to use and otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. Entrants acknowledge that, by acceptance of your Content, Company and/or Station do not waive any rights to use similar or related ideas previously known to Company and/or Station, or developed by their employees, or obtained from sources other than the entrants.
- g. Content must comply with these General Rules and any Terms of Service on Company or Station's website.
- h. Content must be acceptable to the Federal Communications Commission ("FCC"). Content shall not include indecent or obscene materials or language. It cannot be

sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity.

- i. Content cannot promote alcohol, illegal drugs, tobacco or firearms/weapons (or the use of any of the foregoing) and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message. It cannot be offensive or endorse any form of hate or hate group.
- j. Content cannot defame, misrepresent or contain disparaging, libelous or misleading remarks, comments or material about Company and/or Station or any of their respective products and services or about any other people, product or companies.
- k. Content must not be in violation of any law and must be socially acceptable and in good taste, as determined by the Station in Station's sole discretion.
- l. All decisions regarding the appropriateness of the materials contained in the Content shall be at the sole discretion of Station. Station reserves the right to reject any Content, in its sole discretion based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by Company and/or Station. Any waiver of any obligation hereunder by Company and/or Station does not constitute a general waiver of any obligation to entrants. Company and Station reserve the right to waive the Contest requirements set forth herein in their reasonable discretion.

3. Text-To-Win Sweepstakes

- a. To enter the Promotion, participants must text a keyword to the given Station short code for their chance to win.
- b. On entry, participants will be sent a text message inviting them to enter the Promotion and sign up for the Station text club. Participants must reply "Y" to complete entry and text club sign-up.
- c. Participants will be sent a text message to confirm or reject entry into the Promotion. Participants may text STOP to stop and/or HELP for help.
- d. By signing up for the text club, participants agree to receive autodialed Station and third-party ads to the number provided. Consent to receive texts is not required for purchase of any good or service from Station or Company.
- e. All text message entrants must have a text messaging two-way capable handset and digital service in order to enter the Promotion using this Entry Method.
- f. Text-message entries may be subject to fees under the terms of the entrant's cellphone/text messaging subscription plan (contact your carrier for pricing plans and details). Text messaging and wireless service are not available in all areas.

- g. If any dispute arises as to identity of any text-message entrant, the entrant will be considered the authorized account holder. “Authorized Account Holder” is defined as the natural person who is assigned a number by the cellular provider or as shown on the cellular provider’s records or the natural person authorized to use the number by an entity that is shown on the cellular provider’s records for that number.

4. **Social Media Sweepstakes or Social Media Contest**

- a. Twitter: Participants must log onto their Twitter account and post a tweet that includes the specified call to action and includes either #sweepstakes or #contest and any other specified hashtags to receive one (1) entry. A Twitter account is required to enter via this Entry Method and can be opened for free at www.twitter.com or by downloading the Twitter application onto a smart phone from the appropriate app store. Entries on Twitter must be posted by the end date to be considered.
- b. Instagram: Participants must log on to their Instagram account, complete the call to action, and includes either #sweepstakes or #contest and any other specified hashtags in their post to receive one (1) entry. An Instagram account is required to enter via this Entry Method and can be opened for free at www.instagram.com or by downloading the Instagram application onto a smart phone from the appropriate app store. Entries on Instagram must be posted by the end date to be considered.
- c. Facebook: Participants must log on to their Facebook account and visit the specified Facebook page at the provided URL. Participants must then post a comment to the specified Facebook page that includes the call to action, #sweepstakes or #contest and any other specified hashtags in their post to receive one (1) entry. A Facebook account is required to enter via this entry method and can be opened for free at www.facebook.com or by downloading the Facebook application onto a smart phone from the appropriate app store. Entries on Facebook must be posted by the end date to be considered.
- d. The content of a participant’s social media channel posts will not be judged and therefore will not increase or decrease their chances of winning the Prize.
- e. Limit one (1) entry per person using only one (1) social media account throughout the Promotion period, regardless of method of entry. Any entries received from any person or social media account in excess of the stated limitation will be void.
- f. 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 social media account at the time the entry was made.
- g. If a participant chooses to enter via social media using their mobile phone, standard data rates may apply. Participants must see their wireless service provider for pricing plan details and capabilities.
- h. Submitted entries must be “family friendly”, appropriate for all audiences, and may need to meet specified Entry Requirements.

5. All winners regardless of Entry Method will be notified by phone and/or email and provided with instructions for claiming their Prize.
6. All winners regardless of Entry Method 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) and a completed W9 form to claim the prize. Identification documents must match information previously provided to the Station.
7. Prizes will be awarded only upon winner verification and final approval by the Station, regardless of Entry Method. If an entrant is unable to verify his or her information, the entrant will automatically be disqualified and the prize, if any, will be forfeited. Station reserves the right to determine an alternate winner in accordance with these General Rules in the event that any winner is disqualified, cannot be contacted or is deemed ineligible for any reason or is not available to participate in any applicable Promotion events.
8. All entrants, regardless of Entry Method, agree to be bound by the terms of these General Rules and by the decisions of Station management which will be final and binding in all matters pertaining to the Promotion.

PRIZES:

Station shall award the Prize to the winner(s) as announced on-air. Prizing shall be subject to the following terms:

1. Listed prize values are approximate retail values ("ARV"). For any travel prize, the actual value may vary from the stated ARV because of fluctuations based on travel dates and the like. If actual value is less than stated ARV, difference in prize value will not be awarded.
2. 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.
3. All prizes are awarded "as is." 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 any sponsor in its sole discretion. The Station reserves the right to substitute an item of equal or greater value in the event an advertised prize element is unavailable.
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. Neither the Company nor the Station be responsible for a failure of participating sponsors to deliver the prizes or any part thereof.
5. Transportation to and from the event venue, meals, beverages, souvenirs, and incidentals are the responsibility of the winner and his or her guest.

6. 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. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or performer.
7. 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.
8. Gift cards are subject to terms and conditions as specified by issuer.
9. All cash prizes won will be awarded in the form of a check.
10. All prizes shall either be mailed / shipped, provided in an electronic format (ex. e-gift card), available for curbside pickup at Station's offices, or available at the Venue. Station will coordinate with winner(s) for claiming their prize.
11. Station may require that the prize must be claimed by a certain date. Winner(s) must claim their prize by the date specified or the prize may be forfeited.
12. All Promotion winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in winner forfeiting the prize.
13. The Station, the Company, and its affiliates and promotional partners shall not be liable for any claims made by ineligible entrants.
14. If for any reason a Promotion 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 Promotion administrator and / or Promotion sponsor if another entrant is to be selected as the winner if time permits.
15. In the event any winner is found to be in violation of the 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.

LICENSE/USE OF ENTRIES:

By submitting an entry, and to the extent allowed by law, the Promotion participant grants the Station, Company, its subsidiaries and affiliates a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse the submitted entry, name, photo, likeness, voice, tweet, retweet, comment and/or post and biographical material including, but not limited to, all materials submitted in connection with the Promotion in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant.

GENERAL CONDITIONS:

- a) Winners are solely responsible for collection of any prize. Winners are also solely responsible for payment of all applicable taxes associated with the receipt of the prize. All costs, fees and expenses and/or hazards associated with a prize or the acceptance and/or use of any prize are the sole responsibility of the winner.
- b) 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.
- c) No purchase necessary. Promotion is void where prohibited. Promotion is subject to all applicable federal, state and local laws and regulations.
- d) Odds of winning depend upon the number of eligible entrants participating during the Promotion Period.
- e) By participating in the Promotion, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Promotion, 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 Promotion, each participant agrees to comply with the Official Rules and the decisions of Station management which shall be final and binding in all aspects relating to the Promotion.
- f) All Promotion 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 Promotion 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 Promotion 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.
- g) Company and/or Station shall retain the entrant's personal data for a reasonable period of time to enable it to send the entrant any prize they have won and to verify that these General Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with and subject to Company's Privacy Policy located on its website. Entrant may have the opportunity to opt-in to receive information from third parties. In the event that entrant opts in to any available opportunity to receive information from a third party, which may or may not be associated with a Promotion, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth on the third party's privacy policy. ***Any available opt-in opportunities are not required to enter a Promotion and opting in will not improve your chances of winning.***
- h) The Station retains the right to disqualify any entrant if all Promotion rules are not followed. Promotion is void if prohibited by law.

- i) By participating in a Promotion, participants agree to be bound by the decisions of Station personnel. Participants who violate any rule, gain unfair advantage in participating in any Promotion, or obtain winner status using fraudulent means may be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the contest and all Station decisions concerning such disputes shall be final. So long as no participant is materially adversely affected, the Station reserves the right to make changes in these Promotion rules, which will be announced on the air and become effective upon being announced on the air.
- j) 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 Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
- k) By accepting the prize, the winner acknowledges and agrees 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. Further, by participating in any Promotion and/or accepting the prize, the winner acknowledges and agrees that the Station and the Company are not responsible in any manner for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use, non-use or misuse of any prize.
- l) The Station, the Company, its subsidiaries, affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Promotion, including; cancellation of the Promotion 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. If the Promotion is canceled for any reason, the Station will announce the cancellation on its website (and for an on-air Promotion on air) and (except for listen-to-win Promotions) award prizes as set forth above among eligible, non-suspect entries received as of the Promotion cancelation, provided Station is able to do so.
- m) If for any reason, the Promotion is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Promotion is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Promotion 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 Promotion, the Station and the Company

reserve the right to cancel, terminate, modify or suspend the Promotion at their sole discretion.

- n) Copies of these General 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. Additional copies of these General Rules may be available on the Station website.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant, Station and Company in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State in which the Station resides. The invalidity or unenforceability of any provision of any of these General Rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, the rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein. Station reserves the right to modify these General Rules at any time.

Unless explicitly specified, the Promotion is in no way sponsored, endorsed or administered by, or associated with any third party, including but not limited to Twitter, Instagram or Facebook.