

Y98 BABY98 PHOTO CONTEST **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. HOW TO ENTER

- a. These rules govern the Y98 Baby98 Photo Contest promotion (the "Promotion"), which is being conducted by KYKY(FM)/Y98 (the "Station"). The Promotion begins at 12:00am Central Time ("CT") on Monday, April 15, 2013 and ends at 10:00am CT on Monday, May 13, 2013 (the "Promotion Dates").
- b. To participate in the Promotion, you may enter online beginning at 12:00am CT on Monday, April 15th, 2013 and ending at 11:59pm CT on Sunday, April 28, 2013 (the "Entry Period"). To enter online, during the Entry Period log onto www.Y98.com and complete and submit a Baby98 registration official entry form, which requires you to provide your first and last name, complete address, city, state, zip code, home telephone number, valid email address, and to upload and submit a photo of your baby (except that multiples, e.g., twins, triplets, etc., are permissible) (the "Photo Entry"). All Photo Entries must be in one (1) of the following formats: .jpg, .png, .gif, or .tif and must be under 5 MB in size. The person entering the Promotion must be the parent or legal guardian of the baby (the "Baby") in the Photo Entry being submitted. The Photo Entry may not contain any other person's face besides the Baby's (except that multiples, e.g., twins, triplets, etc., are permissible in the same photo). A Baby must be two (2) years of age or younger at the time of the Photo Entry submission to be considered in the Promotion. Any Photo Entries that are not submitted by a parent or legal guardian of the Baby, that contain faces besides the Baby's (except for multiples), or that contain a Baby that is over two (2) years of age at the time of the submission will not be considered and will be disqualified from the Promotion. Internet Photo Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization responsible for assigning email addresses or the domain associated with the submitted email address. For purposes of these official rules, receipt of an online entry will be solely determined when the www.Y98.com web server records the registration information. Any automated computer receipt (such as one confirming delivery of email) does not constitute actual receipt of a registration form for purposes of these official rules. The Station's computer is the official time keeping device for this Promotion. The Station is not responsible for entries not received due to difficulty accessing the internet, service outages, or delays, computer difficulties or other technological problems.
- c. Limit one (1) Photo Entry per person or per email address. By submitting a Photo Entry, entrants consent to the use of their Photo Entry for all purposes of this Promotion.
- d. A Photo Entry must be a Photo of the entrant's child (or a child of whom the entrant is the legal guardian) and may not include the image of any other person's face (except that multiples, e.g., twins, triplets, etc., are permissible). Each Photo Entry must be the original creative work of the entrant and must not contain any copyrighted materials or any other materials which may be restricted, prohibited, or outlawed by federal, state or local laws. Any entry found to contain copyrighted materials will be disqualified. All Photo Entries and their content become the property of the Station and will not be returned. The Station, in its sole discretion, reserves the right to disqualify, destroy, and/or report any Photo Entry if such entry contains illegal, indecent, pornographic, sexually explicit content, or otherwise offensive material such as aberrational behavior, graphic violence or drug abuse, or if such Photo Entry contains material whose content

is deemed at the sole discretion of the Station to be unsuitable for public viewing or posting via the Internet. The Photo Entry may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights including but not limited to copyrights or trademarks. Station and CBS Radio reserve the right to edit the Photo Entry. Photo Entries that do not comply with these rules will not be considered and will be disqualified from the Promotion.

- e. All Photo Entries must be received by 11:59pm CT on Sunday, April 28, 2013. Listeners will be able to vote for their favorite Photo Entry starting no later than 10:00am CT on Wednesday, May 1, 2013 until 11:59pm CT on Sunday, May 12, 2013.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are 18 years of age or older who are the parent or legal guardian of a child who is two (2) years of age or younger at the time of the Photo Entry submission, and who are residents in the St. Louis radio Metro as defined by Arbitron (Clinton, Jersey, Madison, Monroe, and St Clair Counties, Illinois, and Franklin, Jefferson, Lincoln, St Charles, St Louis, and Warren Counties, Missouri). Employees of Center for Reproductive Medicine & Robotic Surgery, Images agency, the Station, the Station's licensee (collectively, "Promotion Entities"), their respective parent, subsidiary and affiliated entities, Station's advertising and promotional agencies and participating sponsors, other radio stations in the St. Louis metropolitan area, 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. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Entrants are responsible for complying with these Official Rules.
- b. Persons are eligible to win a prize valued over \$50 or ticket prize valued over \$100, per ticket, in a Station-conducted Promotion only once every sixty (60) days and a prize valued at \$600 or more only once every six (6) months. CBS Radio St. Louis is made up of KEZK-FM and our affiliate stations, KMOX-AM and KYKY-FM. Only one (1) winner per household is permitted in any promotion conducted by a CBS Radio St. Louis station.
- c. The winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth, phone number, and valid proof that the winner is the parent or legal guardian of the Baby pictured in the Photo Entry and sign and return any required Affidavit of Eligibility and/or Publicity/Liability Release to claim a prize.
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant or entry who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

- a. One (1) Prize will be awarded in this Promotion. The Prize consists of a five dollar (\$500) VISA gift card, a photo shoot provided by Emily Lucarz Photography (\$1,000 value), and, at the Station's option, the Photo of the winning Baby also may be placed on a Y98/GoFertility/Images Agency/Emily Lucarz Photography themed billboard (billboard will feature Y98 logo, Promotion sponsor logos, and Grand Prize winning baby photo). The Prize 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. The gift card will be subject to the terms and conditions as set forth by the issuer of the gift card. The gift card is not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will the gift card be replaced if lost or stolen. The Approximate Retail Value of the Prize is \$1,500.

- b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at the office of the Station at the address below during regular business hours. The winner will forfeit any prize or prize certificate not claimed within ten (10) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.
- c. Prize is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (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. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do 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. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Beginning at approximately 10:00am CT on Monday, April 29, 2013, a judging committee comprised of up to five (5) Station employees will review all eligible Photo Entries received during the Entry Period and will select ten (10) Photo Entries to compete for the Prize (the "Top Ten Photo Entries"). The Station judging committee will judge each Photo Entry based on the most photogenic and "cutest" babies, based on the baby's appearance, expression, image, concept and/or setting, and all decisions are in the sole and absolute discretion of the Station. The Station further reserves the right to cancel or modify the Promotion if an insufficient number of entries is received.
- c. On Wednesday, May 1, 2013, no later than 10:00am CT, the Station will post the Top Ten Photo Entries on the Station's website at www.Y98.com where each of the Top Ten Photo Entries will compete against the other Top Ten Photo Entries. Listeners will have the opportunity to log on to the Station website and be allowed to vote an unlimited number of times for the most photogenic and "cutest" babies, based on the baby's appearance, expression, image, concept and/or setting from among the Top Ten Photo Entries between May 1, 2013 at 10:00am CT and 11:59pm CT on Sunday, May 12, 2013.
- d. On Monday, May 13th, 2013 at or after 10:00am CT, the Station will select one (1) Prize winner, subject to confirmation of eligibility, from among the Top Ten Photo Entries using the following criteria: (i) the judgment of a judging committee comprised of up to five (5) Station employees, considering how photogenic and "cute" the babies are, based on the baby's appearance, expression, image, concept and/or setting of the Baby (which judgment will be weighted 75%) and (ii) the number of votes each Top Ten Photo Entry received during the voting period (which votes will be weighted 25%). All decisions regarding the selection of the one (1) Prize winner are in the sole and absolute discretion of the Station. Immediately upon selection of the one (1) Prize winner, the Station will notify the winner via telephone or email. If Station believes voting has been tampered with or abused, Station may at its sole discretion may disregard such votes.

- e. If for any reason the Prize winner cannot provide proof that they are the parent or legal guardian of the child in the Photo Entry submitted or do not meet or fulfill rules criteria, another Prize winner may be chosen, upon the sole discretion of the Station. The Top Ten Photo Entry selected by the Station as the second cutest (using the same procedures outlined in Section 4(d) above) may be deemed the Prize winner, should the winner not be able to claim the Prize.
- f. Should the Prize winner decline to have the Baby Photo Entry featured on a billboard, the Station may at its sole discretion select one of the other Top Ten Photo Entries to be featured on a billboard but the Station will not award any additional Visa card or other prize other than the opportunity to have the Baby featured on the billboard.
- g. Entrants need not listen to the Station or be present to win.
- h. Prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited and the entry with the next highest total score will be selected as an alternate Prize winner. If a potential winner cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its agents to interview the winner(s) (or guest(s), if applicable), to photograph, film, and record each winner (or guest, if applicable), and to use in commerce and in any media now or hereafter known throughout the world in perpetuity, his/her name, prize won, hometown (city and state), biographic information, likeness, photograph, audio or video recording, and/or any statements made by him/her regarding the Station, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. 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's sponsor(s), the Station, its licensee, 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 Promotion, or possession, acceptance and/or use or misuse of 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.

- d. If for any reason this 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 Released Parties 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 Station reserves the right to cancel, terminate, suspend, and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, 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).
- e. The use of any device to automate entry is prohibited and will result in disqualification. Online entries generated by a script, macro or use of automated devices will be disqualified at the Station's discretion. The Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. For phone or mobile entries, the authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Station's website. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station reserves the right to disqualify that entrant from entering and/or winning this and future Station-administered Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- f. The Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.
- g. 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) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) 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 if 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.
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize

awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby 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 aspects related thereto.

- i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by May 13th, 2013 to "Baby98 – Official Rules," Attn: Promotions, KYKY FM, 1220 Olive Street, 3rd Floor, St. Louis MO 63103. For the names of the prize winner send a self-addressed stamped envelope for receipt by June 14, 2013 to the above address marked "Baby98 – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at www.Y98.com.

6. PRIVACY

- a. By participating in the Promotion, you agree to the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at:
http://www.Y98.com/privacy_policy.shtm

Administrator: KYKY(FM)/Y98, 1220 Olive Street, 3rd Floor // St. Louis, MO 63103

Sponsors: Center for Reproductive Medicine & Robotic Surgery, 522 N. Ballas // St. Louis, MO 63141;
Images Agency, 711 Old Frontenac Sq. // St. Louis, MO 63131
Emily Lucarz Photography, St. Louis, MO