

**OFFICIAL HOT 97 & POWER 106 WHO'S NEXT, BATTLE OF THE BEST 2012 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.**

1. HOW TO ENTER

- a. These rules govern the HOT 97 WQHT & POWER 106 KPWR Battle of the Best/ Who's Next on New @ 2, 2012 Promotion (the "Promotion") being conducted by Emmis Radio, LLC d/b/a WQHT and KPWR ("Stations"). This Promotion is governed by these official rules (the "Rules") as well as by the HOT 97 and POWER 106 General Rules (the "General Rules") available at [www.HOT97.com](http://www.HOT97.com) and [www.power106.com](http://www.power106.com). In the event that there is a discrepancy or inconsistency between the Rules and the General Rules, the Rules shall govern. Any individual or group who enters, attempts to enter or in any way participates or attempts to participate in the Promotion ("Participant") agrees to be bound by the terms and conditions provided in the Rules and to the extent applicable the General Rules, as well as by all interpretations and decisions of the Rules by Stations, which are final and binding in all matters relating to the Promotion.
- b. To participate in the Promotion, entries must be completed via the following method(s): go to <http://whosnext.HOT97.com/> or <http://whosnext.power106.com> (either, the "Website" or, together, the "Websites") beginning on January 5, 2012 and ending on 11:59 pm local time ("local time" shall be ET for WQHT and PT for KPWR) on January 22, 2012 (the "Entry Period") and follow the instructions to enter the a profile for each participant (including each member of a group), including, first name and last name, complete address, city, state, zip code, telephone number, date of birth, and, as applicable per individual Participant or group Participant, Facebook page, twitter handle, You Tube Channel, artist/group description, and at least one still image. In addition to the foregoing information, each Participants entry shall consist of a single audio or video file containing a sing song performance not to exceed 5 minutes in length (the "Submission"). The Participant must secure and provide upon request all appropriate clearances, permissions and releases for Stations to stream any Submission on the Websites. By entering a Submission, Participant grants Stations the right to use the Submission as set forth in the Rules without any payment being owed (in the event Participant cannot provide all required releases, Stations reserve the right, in their sole discretion, to disqualify the Submission, or seek to secure the releases and clearances for Stations benefit, or allow the applicable Submission to remain in Promotion, in Stations' sole discretion). Individuals may only enter one (1) time either as an individual or as a member of a group. All Submissions become the sole property of the Stations and will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by Stations. Stations' shall be the official time keeper for the Promotion. Stations are not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems.
- c. Stations may stream any or all Submissions on-demand on the Websites. Stations are not responsible for paying any internet or other music royalties on

any Submission.

- d. Stations are not responsible for problems with Submissions, including but not limited to, Submissions that are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Stations.
- e. Participants who provide any false, fraudulent or deceptive entries or who engage in any false, fraudulent or deceptive acts in connection with the Promotion will be disqualified and subject to criminal prosecution.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to legal United States residents who are 21 years of age or older and who legally reside in the States of New York, New Jersey, Connecticut or California's Los Angeles metropolitan area. Void where prohibited. Employees of the either Station, and each of their respective licensees, parents, subsidiaries and affiliated entities, advertising and promotional agencies, Stations' participating sponsors, other radio stations in the New York and Los Angeles metropolitan areas, 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.
- b. Each Participant is solely responsible for reviewing and understanding Participant's employer's policies regarding Participant's eligibility to participate in Promotions. Participant may be disqualified from entering into the Promotion or receiving prizes if Participant is participating in this Promotion in violation of Participant's employer's policies.
- c. Each Finale Winner (including individual members of a group) must provide valid government-issued photo identification and provide their complete address, date of birth, phone number and social security number (where permitted) to claim a prize. Winners will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release ("Affidavit/Release") which must be returned as instructed by Stations.
- d. Participants are required to provide truthful information and the Stations reserve the right to reject and delete any entry that it discovers to be false or fraudulent in their sole discretion. Stations will disqualify any Submission from individuals who do not meet the eligibility requirements. Stations will also disqualify and delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act ("COPPA").

## 1. PRIZES

- a. Two (2) Finale Prizes will be awarded. Each Finale Prize includes: title of "Best New Hip Hop Song in New York" or "Best New Hip Hop Song in Los Angeles", as applicable, trip for two (2) with airline, hotel and \$500 of spending money (may be in cash or Visa/Mastercard gift cards) for a trip to Austin, Texas, departing

on March 14, 2012 returning March 16, 2012, during which each of the two Finale Prize winners will perform for a maximum of twenty (20) minutes at the Battle of the Best Hip Hop Event at the the big March festival in Austin Music Festival between 3pm-6pm CT on March 15, 2012. The two (2) Finale Prize recipients will compete on-stage at such event for the Grand Prize. The Grand Prize includes: promotional support on HOT 97 or Power 106 announcing the artist as the Best New Hip Hop Song. Promotion to be determined by Stations' management, in its sole discretion, and will include an opportunity to perform on Summer Jam Festival Stage 2012 or on the New @ 2 outdoor/festival stage at Powerhouse 2012, scheduled for June 23, 2012 in Anaheim, California, whichever is the Grand Prize Winner's local Station concert (no travel or other consideration will be provided with respect to such concerts – this is limited to an undetermined time to perform on-stage, at winner's expense).

- b. Prizes are awarded "as is" without any warranty or guarantee. Prizes are not transferable, assignable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Stations, who reserve the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Stations in their sole discretion. The winner is responsible for any and all other costs and expenses not listed above.
- c. Winners understand that there will be no payment for services provided at any of the events associated with the Promotion or any performance in connection with the Promotion or any prize.
- d. Submissions must be original material. Stations are not responsible for paying for music royalties with respect to any Submission. Any unauthorized samples or performances of another artists' material can be subject to fines, royalty fees and/or legal action, for which Participant agrees to indemnify, defend and hold Stations harmless.

Grand prize winners must be available for travel and performance on the following dates: March 14-16 – Austin, Texas for the performance at the big March festival in Austin

Inability to attend the big March festival in Austin performance will result in loss of Grand Finale Prize and runner-up submission will receive the Grand Finale Prize. No substitute prizing will be offered.

## 2. WINNER SELECTION AND NOTIFICATION

- a. Decisions of Stations with respect to the Promotion are final.
- b. For each of the Stations, Submissions will be narrowed to the top thirty-six (36) for Hot 97 and top fifty-eight(58) for Power 106. Submissions following the close of initial ratings on January 25, 2012. Determination of the top 32 (or 52 on power106) Submissions for each Station shall be as follows: visitors to the Websites will rate each Submission on a 1-5 point basis and the total average rating will be used to rank the Submissions 1 through 36 (or 58 on Power106).
- c. From the top 36 (or 58 on Power106) Submissions for each Station, a panel of judges approved by the station programming department shall select the top 32

(or 52 on Power106) Submissions with respect to musical quality, in their sole discretion. Those 32 (or 52 on Power106) Submissions shall be the finalists for each Station.

- d. The 32 (or 52 on Power106) finalists for each Station will be set in each Station's discretion in bracket format to compete from January 27, 2012 through February 19, 2012. The thirty-two (32) (or 52 on Power106) finalists in each market will be narrowed to one Grand Prize Winner in each of New York and Los Angeles based on viewer/listener rating in a one-on-one match up per round in the bracket format according to the following schedule. Round one will include 32 (or 52 on Power106) Participants and competition will begin January 27, 2012 at 12:01am local time and end on January 31, 2012 at 5pm local time. Round two will include the 16 Participants who win the first round match-ups and competition will begin February 1, 2012 at 12:01am local time and end on February 5, 2012 at 5pm local time. Round three will include the 8 Participants who win the second round match-ups and competition will begin February 6, 2012 1am local time and end on February 9, 2012 at 5pm local time. The semi-final round will narrow will include the 4 Participants who won the third round match-ups and competition will begin February 10, 2012 at 12:01am local time and end on February 14 at 12noon local time. The final round will include the 2 Participants who won the semi-final match-ups and will result in one local Grand Prize Winner (Battle New York and Los Angeles Battle of the Best, respectively) and competition will begin February 15, 2012 at 12:01am local time and end on in Los Angeles on February 19, 2012 at 5pm local time.
- e. Bracket voting by round: Viewers/listeners may vote for one Submission in each match-up at <http://whosnext.HOT97.com> or <http://whosnext.power106.com> once per day. The winners in each match-up in each round will be determined by total votes. Dates for online rating will be those set forth in the preceding paragraph.
- f. Finale Winners will be notified by phone on or about February 22, 2012. Finale Winners must execute and return any required affidavit of eligibility and/or liability/publicity release as instructed by Stations or the Finale Winner prize will be forfeited and an alternate winner may be selected at random from all remaining eligible qualifiers. If a Finale Winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if the Finale Winner cannot attend the big March festival in Austin, the Finale Winner forfeits the Finale Winner prize. Additionally, the Stations reserve the right to select alternate Finale Winners if, in their sole discretion, the Participant that would have been the Finale Winner represents a threat to the safety of those attending the big March festival in Austin.
- g. The Finale Winners from each Station shall perform at the big March festival in Austin for up to twenty (20) minutes between 3pm and 6pm CT on March 15, 2012, in Stations' sole discretion. Voting for the Grand Prize Winner will open on March 15, 2012 at 2pm CT and close at 5pm CT. All voting will be done via text message and Twitter (with specific voting instructions to be provided at the Websites prior to opening of the voting period). Voters will be permitted to vote an unlimited number of times during the voting period, but will remain subject to the Rules, including without limitation, the prohibition on automated voting. The Grand Prize Winner will be announced following the conclusion of

the J. Cole performance at the big March festival in Austin on March 15, 2012 at approximately 6pm CT.

3. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of winners. Winners 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 Stations (or any other Emmis 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. Entry and/or acceptance of prize constitutes permission for Stations and any sponsors of the Promotion their parents, subsidiaries, affiliates and divisions, and each of their agencies and related parties (the "Promotion Entities") to use each Participant's name, address (city/state), voice, likeness for any advertising, trade or broadcasting purposes relating to the Promotion without additional financial or other compensation, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised. Further, each Participant, by participating in this Promotion, grants to the Promotion Entities a non-exclusive license to use, reproduce, distribute, perform and display Submission, including, without limitation, for promotional purposes, for broadcast on Stations' radio stations, for streaming and downloading on the Promotion Entities' websites and for other business, publicity and other promotional purposes.
- c. Each Participant, by participating in the Promotion, represent and warrant that he/she/it is the exclusive owner of the copyright and all other proprietary rights in his/her/its Submission. Participant further represents and warrants that he/she/it has the right to right to grant to any third party the right to use, reproduce, distribute, perform and display the Submission. Participant by participating in this Promotion, agrees to release, indemnify and hold the Promotional Entities, and each of their respective owners, shareholders, members, directors, managers, officers, representatives, agents, agencies, employees, disc-jockeys, on-air personalities, insurers, attorneys, predecessors, successors, assigns and related parties (together with the Promotional Entities, the "Released Parties") harmless against any and all claims, demands, costs, fees, causes of action and judgments (including reasonable third party attorneys' fees) of any third parties arising out of the breach of any representation or warranty made by Participant.
- d. As consideration for entering the Promotion, each Participant agrees to release, discharge and covenant not to sue the Released Parties, from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, infringement actions, identity theft, loss of consortium claims), expenses and attorney fees that Participants or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or

damage or other claim arising out of, involving or relating to their participation in the Promotion, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

- e. Additionally, as consideration for entering the Promotion, each Participant agrees to indemnify, hold harmless, and defend the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, infringement actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage or other claim arising out of, involving or relating to their participation in the Promotion or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by any of the Released Parties.
- f. Released Parties shall have no liability from any and against any and all damages, losses or injury resulting in whole or in part, directly or indirectly from the prizes, performance in the Promotion, acceptance, possession, use or misuse of the prize(s), participation in the Promotion. Furthermore, Released Parties shall not be liable for any (i) incorrect, incomplete or inaccurate entry information; (2) human errors; (3) failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software; (4) inability to send a text-message; (5) Identity theft; (6) tampering, destruction or unauthorized access to, or alteration of, entries or computer data; (7) network hackers or other unauthorized access to Stations' computer network(s); (8) data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks; (9) printing errors; (10) equipment malfunctions and (11) late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries. The Released Parties shall not be liable to Participants or winner or any other person for failure to supply the prizes or any part thereof, by reason of any acts of God, any actions(s) regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation, interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond the Released Parties' control. The Release Parties' shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever.

- g. 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 Stations 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 or modify the Promotion. If the Promotion is terminated before the original end date, the Stations will select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date.
- h. Stations, in their sole discretion, reserve the right to disqualify any Participants tampering with the entry process or the operation of the Stations' websites. Failure to comply with the rules of the Promotion may result in a disqualification and/or forfeiture of any prize or prizes. If Stations make a determination that an Participant has cheated or committed fraudulent activity in connection with the Promotion, Stations reserve the right to disqualify that Participant from entering and/or winning future promotions and to prosecute and seek damages to the fullest extent permitted by law. Stations, in their sole discretion, reserve the right to disqualify any ratings or votes that are not submitted individually by a viewer/listener (e.g. if Stations determine that any votes are submitted via any automated computer program or other system of automation, such votes will be disqualified).
- i. Stations reserve 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 Stations, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Stations reserves the right, but not the obligation, to cancel or modify the Promotion and shall not be required to award a substitute prize.
- j. Stations are not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize.
- k. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by February 21, 2012 to "Who's Next Battle of the Best 2012-Official Rules," Attn: Promotions, WQHT-FM 395 Hudson Street, New York, NY 10014 or KPWR 2600 West Olive Avenue, 8th Floor Burbank, California 91505. For the names of the prize winners send a self-addressed stamped envelope for receipt by March 16, 2012 to the above addresses marked "Who's Next Battle of the Best 2012- 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.HOT97.com](http://www.HOT97.com) and [www.power106.com](http://www.power106.com).
- l. The Promotion shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws principles. By entering the Promotion, Participants hereby submit to the jurisdiction and venue of the federal and state courts of New York and waive the right to have disputes

arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of the Promotion.

4. PRIVACY

- a. Unless prohibited by applicable law, Participants authorize and irrevocably grant to Stations and other Released Parties (as defined above) permission to, from time to time, reference and discuss Participants and their participation in the Promotion on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Stations and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.