

Detroit International Jazz Festival Sweepstakes

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, the Detroit International Jazz Festival Sweepstakes (the “Sweepstakes”) is open to U.S. residents (excluding Puerto Rico), 18 years or older at the time of entry. Winners must use their own name. Employees of Newark Public Radio (WBGO) or respective affiliated companies, and advertising and promotional agencies, and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “immediate family members” includes spouses, parents, grandparents, siblings, children, and grandchildren.
3. **How To Enter.** The Sweepstakes will begin at 12:01 a.m. (E.S.T.) on Wednesday, June 3, 2009 and end at 11:59 p.m. (E.S.T.) on Sunday, August 2, 2009 (the “Sweepstakes Period”). Enter by making a pledge on-line at www.wbgo.org and completing all of the required information and following all instructions. Submit your entry by clicking on the “SUBMIT” button. Entry can also be through mailed in contributions received from Renewal Mailings with source codes R09091A, R09091B, R09082, R09073, R09064, R09055, R09046, R09037; Additional Gift mailings with source codes A0906c, A0907c, AMD0906c, AMD0907c. You do not need to make a pledge to enter the sweepstakes. If you do not wish to pledge you can enter by printing your name, address, email address (if any), and daytime telephone number on a 3” x 5” card or piece of paper and mailing it to Newark Public Radio, Detroit International Jazz Festival Sweepstakes, 54 Park Place, Newark, NJ 07102. All mail-in entries must be postmarked by Monday July 27, 2009 and received no later than Friday, July 31, 2009. No facsimiles or mechanical reproductions permitted. Only one (1) entry per outer stamped envelope.

Maximum one (1) entry per person.

Sponsor will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. All entries become property of Sponsor and none will be returned. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries

submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Sweepstakes.

4. **Winner Selection.** One (1) Grand Prize Winner will be selected in a random drawing from among all eligible entries received, to be held on or about August 4, 2009.

Prizes and Odds. Grand Prize: One (1) Grand Prize Winner will receive round trip coach tickets for two to Detroit on American Airlines, four days, three nights stay for two at the Detroit Marriott Hotel, and VIP Festival passes for two.

Terms and conditions for the airline tickets are as follows:

- Tickets have no value except when redeemed in accordance with the terms and conditions listed below. Tickets are not transferable or refundable.
- Tickets are subject to availability of promotional inventories and current blackout dates. Coach Class tickets must be booked in "T" class. No open tickets are permitted. Blackout dates may apply.
- Tickets must be issued by the American Airlines Ticket Redemption Center at 1-800-727-2142. Travel agencies cannot issue Tickets.
- Any applicable fees, taxes, surcharges, service charges or passenger facility charges are the responsibility of the user and must be paid at the time the Ticket is issued. Taxes shall include all federal, state, local and foreign taxes of any kind, and whether assessed for winning or otherwise coming into receipt of the Tickets, or in relation to use of the Tickets.
- Tickets are valid for travel only on American Airlines, American Eagle, American's regional airline affiliate or AmericanConnection® service (collectively referred to in this Exhibit B as "American Airlines"). AmericanConnection service is operated by Trans States Airlines, Inc., Chautauqua Airlines, Inc. and RegionsAir, Inc., each of which operates as an independent contractor. Travel is not valid on flights operated under a code sharing agreement with other air carriers.
- Travel must be via the most direct American Airlines routing. Unnecessary and circuitous routings, connecting points and/or segments are prohibited. Stopovers, except for the next connecting flight, are not permitted.
- American Airlines is not responsible for, and will not pay, expenses associated with transportation on other carriers, ground transportation, excess baggage charges or overnight lodging, if required.
- If American Airlines, for any reason, discontinues service to the selected destination before the travel date, the user must select an alternate American Airlines destination.
- After a Ticket has been issued, an administrative service charge of \$100.00 will be assessed for any change requiring reticketing, such as a change of origin or destination. Changes requiring reticketing must have prior approval of ticket authorizer.

- Unused Tickets may be used at a later date (valid until travel expiration of this contract), subject to a ticket reissue fee. Tickets that are not used by the expiration date of the contract will not be extended. Credit will not be given for unused Tickets.
- Lost or stolen Tickets will not be replaced.
- Passengers are not eligible for AADVANTAGE mileage credit or any other promotional benefit that American may offer. AADVANTAGE miles and/or stickers cannot be used to upgrade.
- Purchased upgrades are permitted by paying the difference between full fare for the authorized class of service and the next class of service. Paid upgrades are only allowed for next cabin. Two cabin upgrades will not be processed. Processing of purchased upgrades will be handled when redeeming certificate through our Ticket Redemption Center and may not be handled at airport ticket counters. Processing time is a minimum of 48 hours based on hours of operation of Ticket Redemption Center.

All incidental expenses and taxes not specified herein will be the sole responsibility of the winner. Failure to claim the prize in a timely manner will result in forfeiture and Sponsors may select an alternate winner at random from among remaining eligible entries. Prizes are non-transferable, non-negotiable and not redeemable for cash, credit of other merchandise. If any prize becomes unavailable for any reason, Sponsors reserve the right to substitute a prize of equal or greater value (Approximate value \$1800 USD.)

Odds of winning depend on the number of eligible entries received.

5. Winner Notification and Acceptance. The winner will be notified by telephone on or about August 4, 2009. Sponsor will call only once during regular business hours at number provided on entry form. Failure to reach winner during this call may result in disqualification of winner, forfeiture of his or her interest in all prizes, and selection of a substitute winner from among all remaining eligible entries. Winners may waive their right to receive prizes. Prizes are nonassignable and nontransferable. Winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law) which must be returned within ten (10) days of date of postmark. Failure to sign and return the affidavit or release within ten (10) days, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation the Internet, or further compensation by Sponsor and their affiliates. Winner by acceptance of the prize agrees to release, indemnify and hold harmless Sponsors, their respective parent and affiliated companies, and each of their respective employees, representatives, contractors, and advertisers, from any and all liability, loss, damage, costs or claims related to any allegation regarding the award, receipt or the use of the prize. Winner will be required to complete, sign and notarize and return an affidavit of eligibility and release of liability/publicity prior to receiving their prize. Winner assumes all applicable tax

liability for the prize. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor. For prize winners list (available after August 4, 2008), send a self-addressed, stamped envelope to Sponsor at Newark Public Radio, 54 Park Place, Newark, NJ 07102 Attn: Membership Department.

6. **Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes judges. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.
7. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
8. **Sponsor.** Detroit International Jazz Festival Sweepstakes is sponsored by Newark Public Radio. The decisions of Sponsor and Sweepstakes judges regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes. If you have any questions regarding this Sweepstakes, please contact Grey Johnson, Newark Public Radio, 54 Park Place, Newark, NJ 07102.