

“98PXY’s HIGH SCHOOL CHALLENGE” Contest Rules

These contest rules are specific to the above contest conducted by Entercom Rochester, LLC d/b/a WPXY-FM (collectively, the “**Station**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this contest as well. A copy of these specific contest rules and the Station’s general contest rules are available at the Station’s studio at 70 Commercial Street, Rochester, NY 14614 during regular business hours and on the contest page on the Station’s website at www.98pxy.com . **To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

How to Enter

1. No purchase necessary to enter or win.
2. The purpose of this promotion is to encourage high school students to work together to help others and to raise funds for the one of the largest non-profit agencies in NY State, the Hillside Children’s Foundation (the “Charity”). Information about the Charity is available at www.hillside.com. Charity will receive all net proceeds in this Contest after the cost of securing the Grand Prize.
3. Through Friday, November 20, 2009 at 9pm ET, students, faculty, employees, administrators and alumni as well as friends and family members of all above mentioned individuals may collect **U.S. pennies or the following bottle cap colors from Intense Milks single serve (16oz.) products in the following flavors: red, brown, black, blue and pink (8 oz. Intense Milk caps (white, purple & yellow) will NOT be counted in this contest)** on behalf of any participating private or public high school (grades 9-12) of their choice located in one the following New York counties: Genesee, Livingston, Ontario, Orleans, Monroe and Wayne. U.S. penny donations or eligible Intense Milk bottle caps may be submitted in person to a Charity representative at the 98PXY High School Challenge booth during the live broadcast between **7:00PM ET and 9:00PM ET only** at The Marketplace Mall, 1 Miracle Mile Drive, Rochester, NY 14623 on the following dates (each, a “Collection Period” and collectively, the “Collection Periods”):
 - i. Friday, November 6th
 - ii. Friday, November 13th
 - iii. Friday, November 20th
4. U.S. penny donations may be submitted in two (2) ways in order to count toward a particular high school’s final total:
 - a. Rolled—clearly marked with designated high school’s name on each roll or container. Station will not accept a donation if the school name is illegible.
 - b. Loose—Station will provide a container, in its sole discretion, for individuals or groups wishing to make a donation that is neither in a sealed container nor rolled, on behalf of high school. Each container will be clearly marked with designated high school’s name.
5. Eligible Intense Milks bottle caps may be submitted in a sealed plastic bag and clearly marked with designated high school’s name. Each eligible bottle cap will be worth **twenty-five (25) cents** toward a particular high school’s final total and Intense Milks will make a donation to the Hillside Children’s Foundation based on the number of milk caps collected up to \$2,500. *Only the first 10,000 eligible bottle caps submitted will count toward final tally in this contest.*
6. U.S. pennies or Intense Milks bottle caps counting toward the participating high school’s final tally will only be accepted during the designated Collection Periods and drop off location listed in Paragraph 3 above. All other monetary donations, including other coins, dollars, and personal checks will be accepted on behalf of the Charity, but will NOT count toward designated high school’s final total. No foreign currency or other bottle caps will be accepted. Any donation made that does not specify (at the time of the donation drop-off) an eligible high school under these rules will not be attributed by Station or Charity to any high school in this Contest and the associated funds will be retained as a donation to Charity.
7. U.S. penny donations or Intense Milks bottle cap submissions (up to 10,000 Intense Milks bottle caps) may be made as often as he/she wishes during the Collection Periods at the drop off locations listed in Paragraph 3.
8. Advantage Federal Credit Union, the sponsor Financial Institution (the “Financial Sponsor”), or a third party contracted by Advantage Federal Credit Union will count and tally money designated for each area high school at the conclusion of each 98PXY High School Challenge Collection Period and will provide this information weekly to Station personnel and Charity.

How to Win

9. A designated representative will pick up and transport U.S. penny donations on behalf of Advantage Federal Union following each Collection Period.
10. Each high school will be assigned a separate account for depository purposes only and all donations will be **tallied by school** and stay in that school’s account as contributions accumulate. The determination of the



number of U.S. pennies collected will be tracked by Financial Sponsor's records with all deposit transactions for each high school kept on file and shall be final and not subject to appeal. Charity and Station will retain copies of all receipts for the official Contest records.

11. Once money is donated and submitted to the Hillside Family of Agencies, it cannot be withdrawn from or transferred between accounts, until the Contest is completed, at which time net proceeds will go directly to the Charity, Hillside Children's Foundation, 1183 Monroe Avenue, Rochester, NY 14620.
12. The total value of all donations will be aggregate by school and decisions of the Financial Sponsor, Charity and Station management are final and non-appealable.
13. A designated Station representative will pick up, transport and tally eligible Intense Milks bottle caps following each Collection Period. Twenty-five (25) cents will be added to the designated high school's tally for each eligible Intense Milks bottle cap submitted (up to a total of \$2,500 for all milk caps collected—only the first 10,000 eligible milk caps collected will be counted in this Contest).
14. The high school that has submitted U.S. pennies and eligible Intense Milks bottle caps for the Hillside Children's Foundation with the highest monetary value at the conclusion of all of the Collection Periods will be declared the Grand Prize Winner, subject to verification of eligibility and compliance with these Contest rules. In the event of a tie among two (2) or more schools, school that had the greatest monetary value of U.S. penny and eligible Intense Milks bottle cap donations following the first official "Collection Period" on Friday, November 6th, 2009 will be declared the Grand Prize Winner, subject to verification of eligibility and compliance with these Contest rules. Grand Prize Winner will be announced on-air on 98PXY during the Spezzano and Sandy Morning Show on Friday, December 4, 2009 at approximately 7:10AM. A Station representative will contact School Administrator via phone by 4pm on December 7th, 2009.
15. Station is not responsible for any malfunctions associated with the Financial Sponsor's coin counters or for any lost, stolen, damaged, illegible, destroyed or undelivered coins in any manner. All entries will not be acknowledged or returned. Incomplete entries and those received from ineligible or illegible entrants shall be void. Only U.S. Penny donations received during the Collection Periods shall be eligible to be included in this promotion.

Prize(s)

16. Only one (1) Grand Prize will be awarded. The Grand Prize Winner will be eligible to receive a concert performance by national recording artists Justin Bieber, as well as, "Push Play", subject to acceptance of the concert by the principal of the school and the availability of the artists (the "Grand Prize"). If the principal refuses to accept the Grand Prize on or before December 18, 2009 as set forth in Section 17 below, then the Grand Prize will be forfeited and no substitute prize will be awarded to that school and the prize may be re-awarded (in Station's sole discretion).
17. The Principal or other authorized school board or administrator will be required to sign a release agreement in the form attached hereto as Attachment A as a condition of being awarded the Grand Prize and must return the original to Station on or before December 18, 2009 (or such alternative date for an Alternate Winner as determined by Station, if applicable). Winning school shall provide Station with a copy of its tax ID form and any other documentation Station requires as determined in its sole discretion as a condition of accepting the Grand Prize. The School representatives signing the release agreement may be asked to provide proof of authority at the request of the Station prior to the awarding of any prize. **No school will be deemed a winner in this contest until the foregoing has been completed in a timely manner.**
18. The winning school shall be responsible to provide an adequate location/venue, like the school's auditorium, to host the concert and shall be responsible for any associated costs in hosting the concert. Station may, but is not required to, hold the concert at another suitable venue it selects in its sole discretion. The performance will occur prior to March 31, 2010, on a date and time to be mutually agreed upon by the artist(s) and school. In the event that there is no mutually agreeable date and time for the concert or the school is unable to accommodate the date, then the concert shall be forfeited by the school and no substitute prize shall be awarded to that school.
19. Concert performance provided by Island Def Jam Music Group and Wind Up Records. Value of the Grand Prize depends on the location of the winning school and the equipment available at the winning school, but in no event shall the value of the Grand Prize exceed \$5,000.
20. In the event that the appropriate school administrator and/or principal declines to accept the concert and/or forfeits the concert for any reason, then the Station will have no obligation to re-award the prize and the winning school will forfeit any prize in this concert. In the event that Station elects to re-award the grand prize in such event (and time permitting), the school with the next highest total of submitted U.S. penny and eligible Intense Milks bottle cap donations will be declared the winning school ("Alternate Grand Prize Winner"). In the event there was a tie among 2 or more schools with the next highest total value of submitted U.S. penny and eligible Intense Milks bottle cap donations, among the tied schools—school that had the greatest monetary value of U.S. penny and eligible Intense Milks bottle cap donations following the first official "Collection Period" on Friday, November 6th, 2009 will be the Alternate Grand Prize Winner, subject to eligibility and compliance with these



Contest rules. In the event that Station selects an Alternate Grand Prize Winner and the Alternate Grand Prize Winner does not accept the concert or forfeits it for any reason, the concert shall not be awarded.

21. The performance(s) will include the provision of artist performance(s) and sound needs only. Winning school is responsible for providing use of school's on-campus seated auditorium with stage and stage lighting for performance(s). The Grand Prize is contingent upon the artist(s) appearing and any other third party allowing the concert to occur, which is beyond the Station's control. Station and its sponsors are not responsible if the artist(s) or third party determines this is not allowable for any reason. In the event of illness, act of god, scheduling conflicts or any other reason beyond Station's control, Station will attempt to reschedule a make-up concert with the artist(s) and if the artist(s) are unavailable then Station will reschedule the make-up concert with an alternate artist that the Station will select in its sole discretion. The make-up performance will occur on a date to be mutually agreed upon by the artist and school. In the event that there is no mutually agreeable date for the make-up concert, then the make-up concert shall be forfeited by the school and no substitute prize shall be awarded to that school and there will be no Grand Prize Winner in this Contest and no Grand Prize will be awarded.
22. The Grand Prize Winner or Alternate Grand Prize Winner (if applicable) School's Principal, Director, and/or Administrator has sole responsibility to determine, which members of its faculty, staff and student body may or may not attend the performance. PERSONS WHO DONATED ON BEHALF OF THE WINNING SCHOOL ARE NOT WINNERS IN THIS CONTEST AND ARE NOT ENTITLED TO ATTEND THE CONCERT. THE ONLY WINNER IN THIS CONTEST IS THE SPECIFIC SCHOOL THAT IS AWARDED THE PRIZE.
23. IT IS THE SOLE RESPONSIBILITY OF PEOPLE SUBMITTING DONATIONS TO CHECK IN ADVANCE WITH THE APPROPRIATE SCHOOL AUTHORITY TO DETERMINE WHETHER OR NOT THE SCHOOL INTENDS TO ACCEPT THE PRIZE IN THE EVENT OF WINNING.
24. Notwithstanding anything to the contrary herein or stated on air, no school will be entitled to receive any prize until after their eligibility had been confirmed or accepted by Station and all required paperwork (including, without limitation, liability release agreements) requested by Station have been executed by the appropriate authorized school officials by the deadline required by Station or these contest rules.

Sponsor(s)

25. The sponsors of this contest are: Entercom Rochester, LLC, Intense Milks, Hillside Children's Foundation, Island Def Jam Records, Wind Up Records, The Marketplace Mall, Niagara University, and Advantage Federal Credit Union.

Other Rules Specific to This Contest

26. The eligibility requirements set forth in the general contest rules for individual persons shall not apply for this Contest. Station will accept donations from any person regardless of their age, residency, or even if they have ever won a past Station contest.
27. To enter and be eligible to win, participating high schools must be located within the following New York counties: Genesee, Livingston, Ontario, Orleans, Monroe and Wayne.



ATTACHMENT A

PRIZE ACCEPTANCE RELEASE

In consideration of the opportunity provided by Entercom Rochester, LLC d/b/a WPXY-FM (“Entercom” or “Station”), I, _____ [name], hereby acknowledge and agree on behalf of _____ [school] (“School”) to the following:

1. I am an authorized representative of the School and have the authority to sign this document on behalf of the School and to legally bind the School to the agreements set forth herein.

2. As part of Entercom’s “98PXY High School Challenge” promotion, I hereby accept on behalf of the School the following prize, subject to the terms and conditions of this Release (“Prize”):

- A concert performance by national recording artists Justin Bieber, as well as “Push Play” prior to March 31, 2010 for School’s students, faculty and staff. The performance(s) will include the provision of artist performance(s) and sound needs only.
- School shall be responsible to provide an adequate location/venue, like the school’s auditorium, to host the concert and shall be responsible for any associated costs in hosting the concert. Station may, but is not required to, hold the concert at another suitable venue it selects in its sole discretion.
- The concert will occur prior to March 31, 2010 on a date and time to be mutually agreed upon by the artist(s) and school. In the event that there is no mutually agreeable date and time for the concert or the school is unable to accommodate the date, then the concert shall be forfeited by the school and no substitute prize shall be awarded to that school.
- Value of the Grand Prize depends on the location of the winning school and the equipment available at the winning school, but in no event shall the value of the Grand Prize exceed \$5,000.
- The Grand Prize is contingent upon artist(s) appearing and any other third party allowing the performance to occur, which is beyond the Entercom’s control. Entercom and contest sponsors are not responsible if artist(s) or third party determines this is not allowable for any reason. In the event of illness, act of god, scheduling conflicts or any other reason beyond Entercom’s control, Entercom will attempt to reschedule a make-up performance with artist(s) and if the artist(s) are unavailable then Entercom will reschedule the make-up concert with an alternate artist that Entercom will select in its sole discretion. The make-up concert will occur on a date and time to be mutually agreed upon by the artist and School. In the event that there is no mutually agreeable date and time for the make-up concert, then the make-up concert shall be forfeited by the school and no substitute prize shall be awarded to the School.

3. By accepting this prize, the undersigned, on behalf of the School, agrees to be bound by the contest rules applicable to this contest, which are available at www.98pxy.com.

4. The undersigned is required to sign this release agreement “as is” as a condition of being awarded the Grand Prize and must return an original to Station on or before December 18, 2009. Failure to do so for any reason may result in disqualification in accordance with the contest rules applicable to this contest.

5. School shall provide Entercom with a copy of its tax id form and any other documentation Station reasonably requires.



6. Accordingly, the School, its agents, assigns, employees, managers, representatives, affiliated companies, and vendors (individually and collectively hereinafter referred to as "Releasors") hereby voluntarily and knowingly release, acquit and forever discharge Entercom Rochester, LLC, Intense Milks, Hillside Children's Foundation, Island Def Jam Records, Wind Up Records, The Marketplace Mall, Niagara University, and Advantage Federal Credit Union, other promotion sponsors and their respective subsidiaries, parent companies, affiliates, owners, successors and assigns, officers, directors, shareholders, attorneys, employees, and agents (individually and collectively hereinafter referred to as "Releasees") from any and all demands, claims, actions, suits, causes of action, charges, complaints, liabilities, costs, contracts, agreements and damages of any nature whatsoever (whether known or unknown, foreseen or unforeseen, in law, in equity or otherwise) which any of the foregoing may now have or may have against the Releasees relating to or arising out of, in any way, this promotion, the Prize, and/or the use of the Prize. Further, Releasors agree to indemnify and hold harmless the Releasees from any and all liability, claims, actions, and damages sustained or incurred by any person or entity due to participation in the promotion, event and/or the receipt and use of any prize(s) awarded arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Releasees.

7. I, on behalf of the School, hereby agree that the Releasees may use for advertising and/or promotional purposes, the name, image, photographs, voice and/or biographical information of the School, the undersigned or any School employee in connection with the School's participation in this promotion without the payment of any additional compensation, including, without limitation, any video footage or audio recordings made by the Releasees at the School.

8. **I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS CONTENTS, UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS ON MY OWN BEHALF AND/OR ON BEHALF OF THE SCHOOL. I AFFIRM THAT I AM MORE THAN 18 YEARS OF AGE. I, INTENDING TO BE LEGALLY BOUND, DO HEREBY EXECUTE THIS RELEASE.**

Date: _____

Authorized Signature

Print Name

Title/Relationship to School

