

AT&T's Birthday Bash Dream Come True

Official Rules

NO PAYMENT OR PURCHASE IS REQUIRED TO ENTER OR WIN THE CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THEY REQUIRE THAT ENTRANT WAIVE THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS CONTEST BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

CONTEST DESCRIPTION

The AT&T Birthday Bash Dream Come True Contest ("Contest") will begin on Friday, June 7, 2019 and end on Tuesday, June 11, 2019 ("Contest Period"). All entries must be received by 11:59 p.m. (EDT) on June 11, 2019 or they will not be considered. HOT 107.9 is the Sponsor of this Contest ("Sponsor"). AT&T is a promotional Partner for this Contest and is not responsible for its administration. HOT 107.9 is the official timekeeper for this Contest. This Contest will be conducted exclusively on Instagram. One (1) grand prize winner will be awarded a 5-minute performance spot at the Birthday Bash Block Party, Saturday, June 15, 2019 at Centennial Park in Atlanta Georgia.

ELIGIBILITY

The Contest is open to U.S. residents living in the Atlanta, Georgia metropolitan area [DEFINE] who are 18 years of age or older. Employees, agents, and directors of WHTA FM ("the Station"), Radio One ("Company") AT&T ("Partner" and collectively "Contest Entities"), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies, and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest, and their immediate families (i.e., parents, spouses, siblings, children, grandparents, and their respective spouses), are not eligible to enter Contest. Persons who have won a prize in another contest or promotion of any kind from the Station within the thirty (30) day period immediately preceding the start date of this Contest are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Station during any thirty (30) day period. Contestants agree to abide with any applicable federal, state, local laws and regulations.

HOW TO ENTER / ENTRY INFORMATION

Post a 30 second video of you performing an original song to your Instagram account and tag the video with the Station's Instagram name @hot1079atl and @att, and also include the hashtag #itsa404thing ("Entry").

No covers or sampling of other artists' material or music is permitted. Entries must be unpublished and not have been submitted in other Contests. Entry must be "family friendly," appropriate for all audiences and may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; features the brand, catchphrase, or logo of any organization, campaign, contest, etc. that is not affiliated with the Contest
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Contest Entities wish to associate; and/or
- violates any law.

Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to violate of the Official Rules or one that is not in keeping with the guidelines specified herein or which communicates

messages or images inconsistent with the positive images and/or good will to which Contest Entities wishes to associate.

Use of automated processes and devices, script, macro or any means which subvert the entry process are not permitted and all such entries will be void. Limit one (1) Entry per person per day per Instagram account. SUBMISSION OF ANY ENTRY IN THIS CONTEST CONSTITUTES ENTRANT'S IRREVOCABLE ASSIGNMENT, CONVEYANCE, AND TRANSFERENCE TO SPONSOR OF ALL RIGHTS, TITLE, AND INTEREST IN THE ENTRY, INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she consents to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor on its own. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor.

By participating, each entrant agrees that his/her Entry complies with these Official Rules and that Sponsor's and the judges' decisions shall be final and legally binding in all matters relating to the Contest. Sponsor or judges, in their sole discretion, may disqualify an Entry for any reason, including if they determine, in their sole discretion, that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as they determine in their sole discretion.

Entrants acknowledge and agree that Sponsor may receive many Entries in connection with this Contest and that some Entries may be very similar in content, idea, theme, or in other respects to other Entries received or submitted. Entrant waives any and all claims entrant may have had, may have and/or may have in the future, that any Entry in this Contest is similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry.

All Entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". Entries will not be returned and receipt of Entries will not be acknowledged. Proof of Entry will not be deemed to be proof of receipt of Entry by Sponsors.

JUDGING

Entries will be judged by WHO ("Judges") based on the judging criteria specified herein. One (1) winner selected from all the Eligible Entries. The Entries will be judged on the following four categories, all of which will be given equal weight: (i) originality); (ii) lyricism); (iii) production quality ; and (iv) creativity) ("Judging Criteria"). The Entry with the highest aggregate score will be determined to be the Winner (subject to verification and compliance with these Official Rules). The Judges reserve the right to, select more or not to declare any Winners, if, in their sole discretion, an insufficient number of entries are received and/or the entries do not meet the qualification standards based on the Judging Criteria specified herein. The application of the Judging Criteria shall be in the sole and absolute discretion of the Judges. In the event of a tie or dispute or for any other reason that Sponsor deems necessary, the Judges will re-score the tied Entries based on each Entry's level of originality. If the Entries remain tied, the judges will again re-score the Entries based on creativity. The Contest Entities and Judges disclaim any liability from any entrant and entrants agree to waive any claims against them relating to the judging or awarding process.

PRIZE

One (1) winner will be selected in accordance with the Judging Criteria set forth in above. Winner will be awarded the opportunity to perform during a five (5) minute time slot at the Birthday Bash Block Party Saturday, June 15, 2019 at Centennial Park in Atlanta, Georgia. This prize has no retail value. Odds of winning depend on the number of eligible entrants

PRIZE RESTRICTIONS

Dates and times of concerts, events, activities, and trips promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station and the Company.

Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not responsible in the event of show cancellations as a result of weather, promoter or performer. The Station and the Company are not obligated to make any effort to find an alternative prize under these circumstances. Winner is responsible for all expenses relating to the prize not indicated herein including, all taxes and transportation to and from the event venue, souvenirs, and incidentals. Prizes may not be substituted, transferred or redeemed for cash except as determined by Station management and/or the 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. 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. 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.

WINNER NOTIFICATION

On or about Wednesday, June 12, 2019 Winner will be notified by direct message on Instagram and will be asked to provide his/her phone number and/or email address. Winners will have twenty-four (24) hours from the time Sponsor sends the direct message to respond via email. . Sponsor shall not be liable for failed, returned or misdirected notifications, or notifications which otherwise cannot be sent by Sponsor or received by a winner. If a winner is found to be ineligible for any reason in the sole and absolute discretion of Sponsor, an alternate winner may be selected from the applicable pool of eligible entries. A potential alternate winner will be notified and must respond to the notification as provided above; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's Contest schedule, and due to such schedule and timing, Sponsor may be unable to award the applicable prize.

CLAIMING THE PRIZE

Winners will be instructed to come to the offices of the Station located at 101 Marietta Street 12th floor Atlanta, GA 30303 to claim this prize. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph) to claim their prize. If Contest winner does not claim their prize by Thursday, June 13, 2019, the prize will be forfeited. 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. Prizes will be awarded only upon winner

verification and final approval by the Station. The Contest Entities, and their affiliates and promotional partners shall not be liable for any claims made by ineligible entrants. If for any reason a Contest 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 Contest administrator and / or Contest sponsor if another entrant is to be selected as the winner if time permits. In the event any winner is found to be in violation of these 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 winner.

Prizes are non-transferable and non-assignable, and are not refundable, and must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsors or for which Sponsors shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Non-cash Prizes shall have no redeemable cash value. No other substitution may be made.

When a potential winner is selected, to be eligible to be declared the actual winner and to receive the Prize, the potential winner must sign and return to Sponsor, within three (3) days of issuance of such documentation from Sponsor, and an Affidavit of Eligibility and Release that: (a) releases the Contest Entities from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential winner's participation in the Contest, including, but not limited to, traveling to, preparing for and/or participating in any prize-related activity, or the acceptance, possession, or use or misuse of any prize; (b) grants permission to broadcast and/or record some or all portions of the promotion. And to use entrant's name, voice, vocal performance, dance performance, entry, or likeness in any advertising or broadcasting media now known or hereafter devised related to this Contest for advertising or promotion purposes without further compensation; and (c) any other release deemed necessary. Entry into the Contest constitutes potential winner's agreement to sign such release. If potential winner does not sign this release and return it within the time frame specified, the potential winner may be disqualified, at Sponsor's sole discretion, and the Prize forfeited. When such documentation is properly executed, and, providing potential winner is otherwise in compliance with the Official Rules, potential winner will be determined to be the Contest winner.

Winner must also complete any additional legal documents provided by Sponsor with respect to the Prize and return them as instructed within the time frame specified or Winner may forfeit Prize at Sponsor's sole discretion. Prize or Prize documents returned as undeliverable will result in forfeiture of

Prize. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason and to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified.

In the event of a dispute over who submitted a winning entry, the “authorized account subscriber” of the Instagram account, used to participate in the Contest at the actual time of entry, will be deemed to be the entrant. The “authorized account subscriber” for Instagram is defined as the natural person who is assigned an email address associated with the applicable account. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first-named account holder. Proof to Sponsors’ satisfaction of being the authorized account subscriber may be requested by Sponsors.

TAXES.

All federal, state and local taxes, and any other costs and expenses associated with acceptance and/or use of the prize not specifically provided for in these Official Rules are solely the winner’s responsibility. 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.

TERMS AND CONDITIONS

Sponsor reserves the right, in its sole direction, to terminate, modify or suspend the Contest if, in the Sponsor’s sole opinion, there is any suspected or actual evidence of tampering with any part of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor’s reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. The Sponsor is not responsible for any changes or unavailability of the online application service that may interfere with the Contest (including any limitations, any restrictions, or any conditions on the Sponsor’s ability to use any website or other service for the Contest as set forth herein that are not acceptable to Sponsor) or ability of an Entrant to timely enter, receive notices or communicate with the Sponsor, in which case the Sponsor, in its sole discretion, may terminate the Contest. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies

from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

Contest Entities are not responsible if the Contest cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Contest Entities. If, for any reason the Contest is not capable of running as planned, including, without limitation, lack of significant participation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Contest Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest or any part of the Contest and to determine the Winner in its their discretion. If the Contest or any part of the Contest is terminated or modified prior to the Closing date of the Contest, notice will be posted on www.hoptspotatl.com and the Prize may be awarded to a potential winner to be selected from among all Eligible Entries received prior to any such event using the Judging Criteria as outlined herein. Sponsor reserves the right to modify and amend these Official Rules from time to time during Contest for clarification purposes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Contest Entities assume no responsibility for and will disqualify Entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, or Entries that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any human, mechanical or electronic error that may occur in the processing of the Entries in the Contest, or other errors appearing within the Official Rules or in any Contest-related advertisements. Contest Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Contest, errors in processing Entries, identifying the Winners, in the announcement of the Prize and Winners, and the delivery of the prize, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone, or other portable electronic device related to or resulting from participation or downloading any materials in the Contest. Use of any device to automate or subvert entry is prohibited and any Entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any Entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have used a software

generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of the Contest; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Contest Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with the Contest; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE WINNER OF THE CONTEST AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF ENTERING THE CONTEST, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ENTRANT WAIVES THE RIGHT TO A JURY TRIAL OF ANY AND ALL ISSUES AND THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY—WITHOUT RESORT TO ANY FORM OF CLASS ACTION—BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) ; AND (III) ANY AND ALL CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGEMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY SUCH ENTRANT AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW..

AGREEMENT TO OFFICIAL RULES AND DECISIONS.

By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsors and by the decisions of Sponsors; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that they meet all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; (e) acknowledge that the Contest is in no way sponsored, endorsed, administered by, or associated with Instagram; and (f) agree to indemnify and hold harmless Contest Entities and Instagram from and against any and all liability arising out of or relating in any way to

entrant's participation in the Contest and to release all rights to bring any claim, action or proceeding against Contest Entities and/or Instagram. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or any other harm, suffered directly or indirectly from entrant's participation in Contest or the receipt or acceptance, redemption, possession, use or misuse of the prize, and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

PRIVACY

Personal information collected from Entrants will be used in accordance with the Station's Privacy policy located online at [WHERE]

OFFICIAL RULES AVAILABILITY

Copies of these Official 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, located at 101 Marietta Street 12th floor Atlanta, GA 30303.