

Big O'Dodge & Ingles Markets Fantasy Racing League

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID IN THE 50 UNITED STATES (U.S.) AND DISTRICT OF COLUMBIA (D.C.) ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: Big O'Dodge & Ingles Markets Fantasy Racing League (the "Contest").

Contest Dates: Contest registration is scheduled to begin at 12:00am Eastern Time ("ET") on **2/1/09** and end at 11:59pm ET on **11/21/09** (the "Registration Period"). The Contest is subject to all applicable federal, state and local laws and regulations and is void outside the U.S. and where prohibited.

Who may Enter: Contest is open to legal residents of U.S. only, who are age 18 or older as of date of entry, and have a valid U.S. driver's license, except the following persons who are not eligible to enter or win:

- a. Employees, officers, and directors of [Big O'Dodge, Ingles Markets, Clear Channel](#) ("Sponsor"), associated radio station sponsors of the contest, Million Dollar Media, LLC (the "Administrator"), each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Contest (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this Contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses, regardless of where they reside.

How to Register: Visit www.wescfm.com during the Registration Period, find and click the web banner promoting the contest to connect to the Contest website and registration page. Each entrant must fully complete the registration page with all required information including his/her name, complete address (*including city, state & zip*), valid email address, birth date, and phone number(s) (*including area code(s)*). Each registrant will receive a username & password to log-in during each return visit to the contest website, and participate in the weekly contest.

After having read and agreed to these Official Rules, click the submit button to submit your on-line registration. On-line registration must be fully complete for all required information. Maximum of one registration per person and per valid email address. Maximum of (10) registrants per household. Any on-line registration submitted with an invalid email address will automatically be disqualified, and will be ineligible to claim any prize. Incomplete or illegible registrations will be disqualified.

Each participant must register on his/her own behalf. Any registration submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim the prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different email addresses, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

How to Play: After successfully completing the on-line registration, be one of the first 5,000 registered contestants to submit a Top 10 Finisher prediction for each week's designated race. (*Registered contestants may submit their Top 10 Finisher predictions in advance for any week's designated race.*) Designated weekly races are as follows:

- **Designated Race Events:** 2009 Racing Season – NASCAR Sprint Cup Races
- **Number of Races Available:** 37
- **Eligible Race Dates:** 2/15/09 – 11/22/09 (*Sunday Races*)

Each eligible contestant must complete their Prediction for all Top 10 Finishing positions in the designated race, by selecting a driver from the available pick down list on the contest website. After selecting a driver for all Top 10 Finishing positions, click the submit button on the contest site to submit your prediction. Entries are due by the stated deadline posted on the contest

website, prior to the start of each week's designated race. Any entry not submitted or received prior to the stated deadline will be disqualified and will be ineligible to participate or win any prize.

Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible registrations or weekly entries, or for any registration or weekly entry submitted in a manner that is not expressly allowed under these rules, or for any registration or weekly entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections; all of which will be disqualified.

At the conclusion of each week's race, the Contest Administrator will compare every eligible entry received for that week's designated race to the actual outcome for that race. The official final results and all decisions by race officials shall be final for the purposes of determining the actual Top 10 Finishers of the designated race. If the order of the top 10 finishers of the race is changed or altered in any way after the race by disqualification or forfeit of any driver, then only the final official race results will apply for determining the actual Top 10 Finishers.

Fantasy Grand Prize

In order to claim the Fantasy Racing League grand prize, a registered contestant must have submitted an eligible entry that correctly predicted the actual Top 10 Finishers in their exact order of finish for that week's designated race. In the event that there is no correct Top 10 Finisher prediction submitted by an eligible and registered contestant during the contest period, then the Fantasy Grand Prize **will not be awarded.**

Weekly Point Awards

Each eligible contestant will receive (10) points for each driver that they have correctly predicted in their exact finishing position for each weekly race prediction in which they participate. If a registered contestant fails to submit an entry, fails to submit an entry by the required deadline, or fails to be one of the first 5,000 contestants to submit an entry – they will have no opportunity to participate in that week's race, earn any points, or claim any prizes for that week.

Season Point Total

Each eligible contestant's weekly points earned will be added to their season points total in the Fantasy Racing League contest. Weekly points and season points totals will be posted on the standings page on the contest website for each registered participant.

Prize Awards:

Fantasy Grand Prize: The Fantasy Racing League grand prize for correctly predicting all Top 10 Finishing Driver's in their exact order of finish for any designated race during the contest period, according to requirements of these Official Rules is: **\$25,000 Cash**. There is a maximum of one grand prize award, to the first eligible contestant who successfully completes the grand prize contest requirements. In the event of multiple winning entries received during any weekly race, then the cash value of the grand prize will be evenly split among eligible winning contestants.

Weekly Points Winner: The eligible contestant who earns the most weekly points will be awarded the weekly prize award: **\$100 Ingles Markets Gift Card**. In the event of a tie, the weekly points winner will be determined by the tie-breaker based upon each tied contestant's prediction of the Average Speed of the 1st place finisher in the race. The contestant with the closest prediction to the actual Average Speed will be declared the winner. If a contestant has failed to submit an average speed prediction, their default prediction will be 0 mph. If there remains a tie between any contestants, then the sponsor shall conduct a random draw among the tied contestants to determine the weekly points winner.

Season Long Points Winners: The top contestant who earns the most Season Long Points during the contest period will be awarded the season long prize award: **\$1,000 Ingles Markets Gift Card**. In the event of a tie, the Top Season Long points winners will be determined by the tie-breaker based upon each tied contestant's prediction of the Average Speed of the 1st place finisher in the last race of the season. The contestant(s) with the closest prediction to the actual Average Speed will be declared the winner(s). If a contestant has failed to submit an average speed prediction for the last week of the season, their default prediction will be 0 mph. If there remains a tie between any contestants, then the sponsor shall conduct a random draw among the tied contestants to determine the Top Season Long points winner.

Prize winners must accept delivery of prize as specified by sponsor. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Prize winner, including but not limited to tax. All applicable income, federal, state and local taxes are Prize winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Administrator's sole discretion or as provided herein. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

If any potential Prize winner does not meet the eligibility requirements, or elects to decline their Prize, s/he will be disqualified and, at Administrator's discretion, alternate prize winners for weekly or season long prizes may be awarded to the contestant with the next highest point total. In the event a potential grand prize winner is declared ineligible, the grand prize will not be awarded to an alternate contestant. Any disqualified entrant will not receive any alternate prize substitution or compensation.

All of the following will apply for Prize winners: 1) Winner will be required to complete and return, within 5 days of date of receipt, a prize acceptance form, a W-9 form (if prize value exceeds \$600), an affidavit of eligibility, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid U.S. driver's license as a condition of receiving the prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of the Grand Prize won (if prize value exceeds \$600); and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all income, local, state and federal taxes) on prize awarded. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation.

If winner is at least 18 years of age but still considered a minor in his/her jurisdiction of residence, Administrator may, at its sole discretion, award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

Additional Rules & Restrictions: By participating in this Contest entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins the prize and is later found to be in violation of these rules, he/she will be required to forfeit the prize or to reimburse Administrator for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of the prize (including any injury or harm resulting from use of the vehicle), and to assume all liability thereof.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment and Internet access. Administrator disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Administrator's control, or otherwise. Released Parties disclaim any liability for entries not received due to technical difficulties or transmission errors. Released Parties disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the processing of entries or in the announcement of the prize or prize winner.

Administrator reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Contest, in the opinion of the Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Administrator, in its sole discretion. In the event of early termination of the Contest, Administrator reserves the right to determine the winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or the prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims,

judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Official Rules & Winner's Name: For a copy of these Official Rules or the name of prize winner, send a self-addressed stamped envelope to be received by 12/22/09 to: Million Dollar Media, LLC, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting: Official Rules or Winner's Name.

Sponsor: This Contest is sponsored by Clear Channel, PO Box 100, Greenville, SC, 29602.

Administrator: This Contest is administered by Million Dollar Media, LLC, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095.