

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

WODS'S "KICK IT WITH LIAM PAYNE" SHOE DRIVE

OFFICIAL 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 "Kick It With Liam Payne" Shoe Drive (the "Promotion") being conducted by 103.3 AMP RADIO/WODS(FM) (the "Station") beginning on Thursday, October 12, 2017, at 7:00 a.m. Eastern Time ("ET") and ends on Friday, November 10, 2017, at 3:00 p.m. ET (the "Promotion Dates").
- b. To participate in the Promotion, high school (Grades 8-12) superintendents and/or principals must download and complete the necessary entry and release form on www.1033amradio.com, and return it to the Station via email, mail or fax by Friday, October 27, 2017, at 5:00 p.m. ET. A school will be deemed registered once the Station is able to confirm the consent of the school's official. **Schools must be registered by Friday, October 27, 2017, at 5:00 p.m. ET to participate.**
- c. Big Brother Big Sister Foundation ("BBBSF") will be partnering with the Station to collect, count and distribute collected shoe donations from all schools entered. BBBSF donation standards shall apply, meaning that donated shoes must be shoes, boots or sneakers in reusable good condition, not soiled and in matching pairs. Any decisions of BBBSF regarding the condition of shoes shall be final. All donations need to be bagged. Each school is responsible for bagging its donations and contacting the Station when the school has acquired 10 bags or more of shoes. Participating schools will have from the time they register until 3:00 p.m. ET on Friday, November 10, 2017, to collect shoe donations. BBBSF will collect and count all usable shoes from all participating schools and report its findings to the Station. The Station will award the Grand Prize to the school that collects the most shoes as determined by BBBSF.
- d. There is no limit to the number of donations that students at the schools may make during the Promotion. The Station is not responsible for lost, stolen, damaged, late, or misdirected donations or for incomplete or late school registrations.

2. ELIGIBILITY RESTRICTIONS

- a. This Promotion is open to public and private high schools (grades 8-12) located in Essex, Middlesex, Suffolk, Norfolk, and Plymouth Counties in Massachusetts. Void where prohibited or restricted by law. Employees, officers, directors and agents of the Station, CBS Radio Inc., Republic Records, their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Boston metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.
- b. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

- a. One (1) Grand Prize will be awarded in this Promotion. The Grand Prize for the contest is a concert performance by Liam Payne to be held in the winning school's gymnasium or other on-campus location on Thursday, December 7, 2017. Performance shall be arranged in part courtesy of Republic Records. Time and length of the performance to be determined. The performance will include the provision of artist performance, stage, sound and security needs. The Grand Prize has no cash or other value.
- b. The Grand Prize is subject to availability. If the winning school is unable to schedule or accommodate the in-school concert on any the available date, no prize concert event will be awarded to the school. All other costs not specifically stated herein are the responsibility of the winning school. If the in-school concert is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, or for any reason beyond the control of the Station, the Station's sole responsibility to the winning school will be to recognize the achievements of the school and no substitution or compensation will be provided for the unawarded portion of the Grand Prize. The winning school and Station shall have the right to remove or to deny entry to any students or guests at the Grand Prize concert if either engages in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person at the Grand Prize concert.

- c. The winning school will be responsible for coordinating the Grand Prize concert event with the Station upon notification of the Grand Prize award. The Grand Prize concert must be held on Thursday, December 7, 2017.
- d. The Grand Prize is not transferable, and no substitution, assignment, or cash equivalent of Grand Prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The Grand Prize is expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

4. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. One (1) Grand Prize winning school will be selected based on the number of usable shoes collected as described in Section 1 of these Official Rules. In the event of a tie between one or more schools, the Station reserves the right to conduct a random drawing of the tied schools to determine the winning school. Potential Grand Prize winning school shall be determined by Wednesday, November 15, 2017 and announced on air on Thursday, November 16, 2017 at approximately 7:40 a.m. ET.
- c. Participants in the shoe drive need not listen to the Station for their school to win.
- d. In the event that the Grand Prize is declined by the winning school, the Station reserves the right but not the obligation to select the “runner up” school (by number of shoes donated) to be the Grand Prize winning school.
- e. The authorized representative of the Grand Prize winning school as identified in the registration will be notified by telephone. The Grand Prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. The principal (or a duly designated school administrator) of the Grand Prize winning school must execute and return any required prize agreement and/or liability/publicity release by 5:00pm ET on Tuesday, November 21, 2017, or prize will be forfeited. If an authorized representative of the Grand Prize winning school as identified in the registration cannot be contacted, fails to sign and return the required prize agreement and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential Grand Prize winning school forfeits the prize.

5. CONDITIONS

- a. Payments of all federal, state and local taxes, if any, are solely the responsibility of the winning school.

- b. By participating in the Promotion, the winning school agrees to have the winning school's name and location used in any advertising or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. Participation in the Promotion and/or acceptance of prize constitutes winning school's agreement to release, discharge, and hold harmless the Promotion's sponsor(s), Republic Records, the Station, its licensee, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or delivery, possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy.
- d. If for any reason this 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 Released Parties 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, suspend, and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by

same. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

- f. The use of any device to automate entry is prohibited and will result in disqualification. The Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Station's website. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station reserves the right to disqualify that entrant from entering and/or winning this and future Station-administered Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- g. The Station reserves 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 the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize (s) shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Boston, MA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"). Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by November 10, 2017 to "Kick It With Liam Payne Official Rules," Attn: Promotions, 103.3 AMP Radio/WODS(FM), 83 Leo Birmingham Parkway, Boston, MA. For the names of the prize winners send a self-addressed stamped envelope for receipt by January 10, 2018 to the above address marked "Kick It With Liam Payne 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.1033ampradio.com.

Promotion Sponsor/Operator: 103.3 AMP Radio/WODS (FM), 83 Leo Birmingham Parkway, Boston, MA.

Prize Provided by Republic Records, 1755 Broadway; New York, New York 10107