

ALL YEAR COOLING AND HEATING
ENTER TO WIN A FREE RHEEM AC SYSTEM SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

All federal, state and local regulations apply.

1. DATES.

- a. These rules govern the “ALL YEAR COOLING” sweepstakes (the “Promotion”) being conducted by Station WAXY (the “Station”). The Promotion will begin on January 23, 2012 at 6:00 a.m. Eastern Time (“ET”) and will end on February 3, 2012 at 10:00 p.m. ET.

2. ELIGIBILITY

- a. The Promotion is open to all legal residents of Miami-Dade, Broward, Palm Beach and Monroe County, Florida who are 21 years of age or older as of the date of entry. Employees of All Year Cooling and Heating. (collectively, the “Sponsors”), the Station, the Station’s licensee, Lincoln Financial Media Company, Lincoln National Corporation, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and participating Sponsors (collectively, “Promotion Entities”), other radio stations in the Miami metropolitan area, the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. “Immediate family” members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations may participate in this Promotion. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- b. Proof of age, identity and eligibility must be furnished to Station upon request. All entry information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry.
- c. 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 entry from individuals who do not meet the eligibility requirements.

3. HOW TO ENTER

- a. To participate in the Promotion, you must listen to the Station weekdays from January 23, 2012 through February 3, 2012 between 6:00AM and 10:00PM ET for the announcement of the cue to call. Upon hearing the cue to call, the designated caller (as announced by the on-air personality) to get through to the Station contest line at 888-790-9467 will be registered to win the Prize upon confirmation of eligibility. At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers, and date of birth in order to be eligible to win. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their call will be a potential winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may only be selected as a potential winner once. There will be up to a total of twenty (20) potential

winners selected on-air during the Promotion dates. The Station is not responsible for telephone service outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent an individual from completing their telephone call. Due to delays in the Station's online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air promotions; the Station is not responsible for these delays or for difficulty receiving or listening to the Station's internet stream

- b. The winner may be required to provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

4. PRIZE

- a. One (1) Prize: The Prize is to be used by prize winner. One winner will be chosen via random drawing of all registered entrants to win a 16 Seer Rheem Air Conditioning System. (Install to be included)

Approximate Retail Value of Prize: \$4,995.

- b. Certain travel restrictions may apply. For travel related prizes, winner's guests must execute any requisite liability and publicity releases prior to travel. Travel arrangements must be made through the Station or its designee. Prize is subject to availability. If the winner cannot travel on dates specified by the Station, the winner may be disqualified and an alternate winner may be selected in the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport and/or to/from the hotel, are the responsibility of the winner. If applicable, the winner and travel companion(s) must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, government issued photo identification and passports for international travel. If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. The winner and travel companion(s) must sign a prize winner publicity and liability release form prior to traveling. If any prize related event is unable to take place as scheduled, for any reason, the Station's sole responsibility to the winner will be to award the remaining available portion of the prize and no substitution or compensation will be provided for the unawarded portion of the prize. The Station reserves the right to remove or to deny entry to the winner and/or guest(s), if applicable, if either engages in disruptive or unruly behavior or in any manner with intent to annoy, abuse, threaten or harass any other person at the Prize event.
- c. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize. The prize is awarded as is, and the Promotion Entities have neither made nor are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, with the exception of any standard manufacturer's warranty that may apply to the prize.
- d. All prizes or prize certificates may be picked up during regular business hours at the office of the Station at the address below. The winner will forfeit any prize or prize certificate not claimed before 30 days of winning prize. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.

- e. There is no substitution, transfer or cash equivalent for prizes, except that the Station may, at its sole discretion, substitute prizes or cash of comparable value. The prizes are 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.

5. WINNER SELECTION, NOTIFICATION AND CLAIM

- a. Decisions of the Station management with respect to the Promotion are final.
- b. The Grand Prize winner will be randomly selected on February 6, 2012 at approximately 10:00 AM ET from among all eligible entries received by the deadlines noted in Section 1. Odds of winning a prize are 1 in 20.
- c. Potential winners need not be present but must listen to the Station to be selected. Prize winners need not be present or listen to Station to win the Grand Prize.
- d. Prize winners will be notified by telephone and/or email, and must respond within 24 hours of notification to claim prize. If no notification is received within 24 hours, an alternative winner will be randomly selected from among all remaining eligible entries. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within 24 hours of winning or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize and an alternative prize winner will be randomly selected. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. A parent or legal guardian must accompany any minor children in all Promotion-related activities.

6. CONDITIONS AND LIMITATION OF LIABILITY

- a. Entrants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Promotion Rules, and by entering, participants agree to be bound to these official rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Promotion, without regard to that jurisdiction's choice of law rules.
- b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- c. By entering the Promotion, entrants and participants grant to the Promotion Entities the right to publicize the participant's name, photograph, video, image, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law.

D. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE PROMOTION ENTITIES, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED

WITH THE DEVELOPMENT AND EXECUTION OF THIS PROMOTION, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PROMOTION-RELATED OR PRIZE-RELATED ACTIVITY.

- e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Promotion winner (and any travel companion(s) or guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Promotion Entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion.
 - f. 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 Station 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, or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.
 - g. The Station, in its sole discretion, reserves the right to disqualify any person not abiding by the official rules, or for 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 future Promotions and to prosecute and seek damages to the fullest extent permitted by law.
 - h. 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 Station, 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.
7. DISCLAIMER
- a. Promotion Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Promotion are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference,

cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Promotion, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Promotion or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical errors in any materials relating to the Promotion; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Promotion Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Promotion or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Promotion, in its sole discretion. The Station is not responsible for typographical or other errors in the printing, the offering, or the administration of the contest or in the announcement of a prize. Promotion Entities make no warranty, guarantee, or representation of any kind concerning any prize, and PROMOTION ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

8. RULES AND WINNERS LISTS

- a. For a copy of the official rules of the Promotion, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Promotion Period to Station WAXY, ALL YEAR COOLING AND HEATING AC GIVE AWAY Sweepstakes, 20450 NW 2nd Avenue, Miami, FL 33169, Attn: Promotion Rules. For the names of the prize winners send a SASE for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion for which you are requesting the rules or winners list. Official rules and winner lists (when completed) shall also be available during regular

business hours at the main offices of the Station and may be posted online at www.790theticket.com.