

**NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, 18 YEARS OF AGE OR OLDER. VOID IN Puerto Rico, OVERSEAS MILITARY INSTALLATIONS, OTHER US TERRITORIES AND WHERE PROHIBITED BY LAW.**

**REACH MEDIA, INC.  
THE RICKEY SMILEY MORNING SHOW®  
ATM Promotion**

**DETAILED PROMOTION RULES**

**1. PROMOTION OVERVIEW.**

**1A. Promotion Concept.** Listeners will be encouraged to text “ATM” to or log onto [www.RickeySmileyMorningShow.com](http://www.RickeySmileyMorningShow.com) to receive a PIN # starting on the RSMS on Monday, October 30<sup>th</sup> thru Friday, Nov 10<sup>th</sup>. During the promotional period when prompted to call 1-866-974-2539, 20<sup>th</sup> caller will be given an opportunity to give the daily PIN # will WIN the daily CASH amount up to One Thousand Dollars (\$1,000).

**1B. Promotion Period.** The Promotion shall begin at 6:00 am ET on Monday, Oct 30<sup>th</sup>, 2023 (“Inception”) and ends at 11:00am ET on Friday, Nov 10<sup>th</sup>, 2023 (“End Time”) (“Promotion Period”) unless otherwise extended or terminated by Administrator. Participants can receive the daily PIN after 6am ET via text message or RickeySmileyMorningShow.com on Monday, October 30<sup>th</sup>, 2023.

**1C. Sponsor.** REACH Media, Inc. (“RMI”).

**2. HOW to ENTER PROMOTION.** Participants enter the Promotion by calling 1-866-974-2539 when prompted on the Rickey Smiley Morning Show.

**3. SELECTION OF PRIZE WINNER(S).**

**3A. Daily WINNERS:** Selected each day during the promotional period by being caller Number 20 at 1-866-974-2539. If Caller Number 20 fails to correctly relate the day’s PIN #, the next caller in queue will be selected to play until a WINNER is established.

**4. PRIZE(S).**

**4A.** Each prize amount will differ due to the ATM contest and will never exceed \$1,000 in any given day. Daily ATM cash prizes range from \$600.00 up to \$1,000.00.

**4B.** Total value of all prizes will not exceed \$9,700. Prizes not won will not be awarded. Prizes for this Promotion are provided by REACH Media, Inc. (“Prize Provider”), which will be the issuer of the IRS Form 1099s associated with the prizes.

**5. RULES.** The General Promotion Rules (as detailed below) are part of these Official Rules. Should the Detailed Promotion Rules conflict, the Detailed Promotion Rules shall prevail.

**6. COPY OF RULES AND LIST OF WINNERS.** For a copy of these Official Rules or a List of Winners (available after Monday, November 13<sup>th</sup>, 2023) send a self-addressed, stamped envelope to Rickey Smiley Spring 2023 ATM, c/o Reach Media, Inc., 13760 Noel Road, Suite 750, Dallas, Texas 75240. Request must be received no later than Monday, December 18<sup>th</sup>, 2023. These Official Rules are also available online at [www.RickeySmileyMorningShow.com](http://www.RickeySmileyMorningShow.com)

## GENERAL PROMOTION RULES

**ADMINISTRATOR AND PROMOTIONAL ENTITIES.** The “Administrator” for the Promotion is Reach Media, Inc. (“RMI”), 13760 Noel Road, Suite 750, Dallas, Texas 75240. The Sponsor is as defined under the “Detailed Promotion Rules” or, if undefined, is the advertising sponsor that initiated the Promotion. The “Promotional Entities” are, collectively, the Administrator, the Sponsor, the Prize Provider, The Rickey Smiley Morning Show®, and affiliate radio stations of The Rickey Smiley Morning Show® and each of their respective parents, subsidiaries, affiliated companies, Promotional partners, and their advertising and Promotional agencies.

**INTERMEDIARIES.** This Promotion may be conducted in association with various intermediaries (the “Intermediaries”) such as Facebook, MySpace, Twitter, etc. If Intermediaries are involved, they are not sponsoring, endorsing, or administering the Promotion unless otherwise indicated in the Detailed Promotion Rules. Additionally, information provided by Participants is being provided to the Promotional Entities and not to the Intermediaries.

**PROMOTION CHANGES.** Administrator reserves the right to make changes in the rules of the Promotion at its sole discretion at any time without notice.

**ENTRY SUBMISSIONS.** Once submitted, an entry cannot be deleted, canceled, or modified. Entries that are incomplete or illegible are void and will not be accepted for entry. All entries become the property of Administrator and/or Sponsor and will not be acknowledged or returned. Entrants attempting to use automated entry mechanisms or artifices will have their entries voided and may be disqualified from all Promotions operated by Promotional Entities. Should there be any proprietary rights (e.g., copyrights, patents, trademarks, service marks, trade secrets, etc.) in the information or content of the entry, Entrant represents that they either own the rights or have obtained the rights and are freely granting the Promotional Entities such rights in accordance with the “Use of Name and Likeness” paragraph.

**AUDIO and VIDEO SUBMISSIONS.** If the Promotion provides for audio and/or video submissions, unless otherwise specified, such submissions must meet the criteria in this paragraph. Submissions via upload shall be limited to formats accepted by the website. Submissions via CD or DVD should be in one of the following file formats: video clip (.avi), Windows® Media Audio/Video file (.wmv), or QuickTime® Video Clip (.mov). For video submissions, dimensions should be 648 x 480 pixels. If submitting on CD, media should be CD-R. If submitting on DVD, media should be DVD+R, DVD-R, or DVD+/-R. Submissions in other file formats, video dimensions, or media may be accepted at Administrator’s sole discretion. Submissions may not contain pornographic, obscene, or defamatory material; material that would be objectionable to the Rickey Smiley Morning Show® or BlackAmericaWeb.com communities; nor be excessive in length of time, nor file size. Mailed media may only contain a single audio or video. Entries not meeting these requirements are void. In addition to other things, the rights granted to Promotional Entities includes, but is not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted entry.

**REPRESENTATIONS and WARRANTIES.** Each Participants represents and warrants as follows: (i) the Entry is the Participant’s own original, previously unpublished, and previously unproduced work; (ii) the Entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Participant, and as of the date of entry, is not the subject of any actual or threatened litigation or claim; (iii) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Participant hereby agrees to indemnify and hold the Promotional Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

**GENERAL ELIGIBILITY RESTRICTIONS.** This Promotion is subject to all federal, state and local laws and regulations. Unless otherwise defined in the Detailed Rules, this Promotion is offered and open only to legal U.S. residents of the 50 United States and the District of Columbia, eighteen (18) years of age or older. Promotion is void in Puerto Rico and where prohibited by law. In any sixty (60) day period, only one (1) prize per household is allowed. Any prize won by the same individual, or by different individuals in the same household, beyond the first will be forfeited. "Household" shall include: (i) persons living at the same street address, either full or part time, whether or not such individuals are legally related and (ii) persons living at different street addresses that are related by birth or marriage. For clarification, if Promotion provides for multiple prizes, the winning of any one prize precludes the winning of any other. Employees, officers, directors and agents of the Promotional Entities; their immediate family members (spouse, domestic partner, parent, child, sibling and their respective spouses), regardless of where they reside; and those living in their same households (whether or not related) are not eligible to enter.

**OFFICIAL WINNER VALIDATION.** In order for a potential winner to become an official winner, the Administrator must verify: (i) that the entrant was eligible to enter, (ii) that the potential winner was eligible to win the Promotion, and (iii) that the potential winner completed and returned any required documentation (as specified under "General Requirements to be Official Winner"). Unless otherwise specified in the Promotion or the documentation package sent to the potential winner, documentation must be returned within ten (10) days of receipt; otherwise, the potential winner is disqualified. Prize(s) will be awarded to potential winners only after validation, which shall be determined by the Administrator, in its sole discretion and which shall be deemed final. A potential winner may decline a prize by notifying the Administrator or by not returning the required documentation in the specified time. In the event any winner is found to be in violation of these Official Rules, they will be required to forfeit prize or to reimburse the Prize Provider for the stated value of a prize if such violation is found after the prize has been used by winner. Unless otherwise specified in the Promotion, should a potential winner not be validated, an alternate winner will not be selected.

**MINORS.** Should a minor be selected as a potential winner, the minor's custodial parent shall instead be considered the potential winner and meet all the requirements to become an official winner.

**GENERAL REQUIREMENTS to be OFFICIAL WINNER.** Potential winners may be required to complete, execute, and return a documentation package within ten (10) business days (or such period as specified in the Detailed Promotion Rules) sent to potential winners prior to the acceptance of the prize. Such documentation package may include an affidavit of eligibility, a liability release, a publicity release, an IRS Form W9, a nondisclosure agreement, and such other documents as necessary. Some documents may require that the potential winner's signature be notarized. Appropriate identification (including proof of U.S. residency) is required for all prizes. Failure to return complete and accurate documents in a timely manner, noncompliance with these Official Rules or return of a prize notification as non-deliverable, will result in forfeiture of the applicable prize.

## **PRIZES.**

**Odds of Winning.** Unless stated otherwise, odds of winning depend upon the number of eligible entries received. Purchase of any products or services from Promotional Entities will not improve odds of winning.

**Approximate Retail Value.** The approximate retail value ("ARV") of prizes shall be determined in advance of awarding the prize.

**Limitations on Prizes.** No more than the number of prizes stated herein will be awarded and Administrator and Prize Provider reserve the right not to award all prizes. Administrator and Prize Provider reserve the right to substitute a prize of comparable or greater value in their sole discretion. All prize details are at Administrator's sole discretion. Awarded prizes are only as detailed above and are not transferable or assignable. The Winner may not substitute prizes. If multiple prizes are available, but of a different nature, such prizes shall be awarded in an order defined by the Administrator in advance. Unless otherwise specified by Administrator, all prizes will be mailed to the winner via U.S. mail, at the address provided by winner, and Releasees assume no liability for late, lost, damaged or misdirected prizes.

**Taxes on Prizes.** Winners may be issued an IRS Form 1099. All federal, state and local taxes, and all other costs or expenses associated with the acceptance and/or use of a prize, not specified herein as being awarded, are the sole responsibility of the Winners.

**Forfeited Prizes.** Prizes that are unclaimed, undeliverable, for which the potential winner has been disqualified, or for which the potential winner did not return their documentation as required will not be awarded unless another disposition is specifically identified in these Official Rules.

**Trip Limitations.** Unless otherwise provided, if a trip is included in a prize, it is subject to the provisions in this section. If the potential winner cannot meet the limitations of this section, the prize will be forfeited in its entirety. Trip must be taken on dates specified by Prize Provider. Travel dates are subject to availability; blackout dates and restrictions may apply. Winner and guest(s) must travel together on the same itinerary, and all travel arrangements must be made through a travel agent selected by Prize Provider. If any segment of the trip is outside the United States, winner and guest(s) are required to hold valid passports. Unless otherwise noted, prizes that include air transportation are subject to the following limitations: (i) if hotel accommodations are provided and the winner or guest(s) live within a 200-mile radius of the hotel selected by Prize Provider, winner or guest(s) will not receive the air transportation portion of the prize, and the prize package will consist of all other remaining elements; (ii) all air transportation is to and from a major airport in the continental United States; and (iii) if prize is provided by a carrier, the air transportation is limited to those airports served by such carrier. Each winner will be responsible for all gratuities, meals, ground transportation and any other incidental costs or expenses not identified in these Official Rules. Should a trip or event be canceled due to force majeure, the prize will be canceled. Winners and guest(s) are encouraged to secure trip interruption/cancellation insurance at their expense.

**Game/Event Ticket Limitations.** If provided in the prize, all game or event tickets are subject to standard rain check policies and procedures. Each winner agrees that game and event tickets are awarded pursuant to a revocable, nontransferable license personal to that applicable winner. Winner agrees not to sell, resell, auction, barter, assign, exchange, place in commerce, transfer, give away, donate or otherwise convey any game or event ticket received as a prize. A violation of these restrictions shall revoke the winner's license, and the game and/or event tickets will not be honored.

**No Warranties on Prizes:** The Promotional Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,**

**SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTIONAL ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**RELEASES.** All participants (entrants and winners), by participating in the Promotion, agree that Promotional Entities and the Intermediaries and each of their respective officers, directors, employees, independent contractors, salespeople, representatives and agents (collectively, the "Releasees") are released from all liability whatsoever, and will be held harmless by participant, from and against and all claims, actions and/or liability for injuries, losses or damages of any kind to person, including without limitation, death and property, resulting in whole or in part, directly or indirectly from the acceptance, possession, use or misuse of the prize, participation in a Promotion-related activity, or participation in this Promotion. Participants acknowledge that Promotional Entities, nor Intermediaries, have neither made, nor are in any manner responsible for, any warranty, representation (including but not limited to, the correctness or accuracy of information posted on BlackAmericaWeb.com) or guarantee, express or implied, in fact or in law, relative to the Promotion.

**USE OF NAME AND LIKENESS.** By participating in this Promotion, participants (entrants and winners) consent to the Promotional Entities' use of their name, portrait, picture or other likenesses, hometown, state of origin, information from their entry, and voice in any and all media now or hereafter known (including on The Rickey Smiley Morning Show® affiliate radio stations and affiliated web sites) for publicity, advertising and promotional purposes worldwide in perpetuity without additional compensation, notification or permission and without the right of review. Further, participants agree that Promotional Entities may contact entrants, winners, and their associates and disclose personal information obtained from them in this Promotion to affiliated entities and use this information for marketing and other purposes.

**GRANT of RIGHTS.** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Participant hereby irrevocably grants the Promotional Entities, their successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Entry throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. The Promotional Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which the Promotional Entities deem necessary or desirable, and Participant irrevocably waives any and all so-called moral rights they may have therein. The Promotional Entities shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Promotional Entities shall retain the rights granted in the Entry even if the Entry is disqualified. If Promotional Entities shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Promotional Entities may reasonably require in order to effectuate the purposes and intents of these Official Rules, then Participant agrees to sign the same upon Promotional Entities' request therefore.

**LIMITS OF LIABILITY.** Releasees assume no responsibility and disclaims all liability for any lost, late, incomplete, inaccurate, stolen, misdirected, delayed, mis-delivered or undelivered item sent by mail, courier, express, electronic transmission, or other delivery method. Lost prize checks will not be resent. The Releasees are not responsible for any incorrect or inaccurate entry information, whether caused by any of the equipment associated with or utilized in the Promotion, and the Releasees assume no responsibility for any error, omission, interruption, defect, failure, malfunction or delay in operation or transmission or any problems or issues related to the Internet related to the Promotion, or for any damage to participant's or any third party's phone lines, telephone systems wireless phone/handset or other device, problem or issues with cellular equipment towers, telephone systems or wireless services, Internet or for theft or destruction, tampering, or unauthorized access to entry information, or for entries, submissions which are late, delayed, misdirected, inaccurate, incomplete or, inaudible, disconnected (or any combination

thereof) or in any other media for form, print or otherwise, or for preemption or cancellation of radio program, errors related to technical, network, typographical, Internet nomination, human or other errors or problems relating to or in connection with Promotion, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion, the acceptance of the nomination forms, the announcement of prizes or in any Promotion related materials. If, for any reason, the Promotion is not capable of running as planned by reason of tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Administrator, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion (or any portion thereof). Any attempt to defraud Promotional Entities, in any way, will result in disqualification of participant, and such participant will be prosecuted to the fullest extent of the law. **IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE PROMOTION.**

**NATURE of RELATIONSHIP and WAIVER of INJUNCTIVE RELIEF.** Participant hereby acknowledges and agrees that the relationship between the Participant and the Promotional Entities is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to provide the Entry to the Promotional Entities for purposes of the Promotion does not place the Promotional Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entry. Participant understands and acknowledges that the Promotional Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Participant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Entry and/or each other in theme, idea, plot, format or other respects. Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Promotional Entity's use of any such similar or identical material. Participant acknowledges and agrees that the Promotional Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, Participant acknowledges that, with respect to any claim by Participant relating to or arising out of a Promotional Entity's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Promotion, the damage, if any, thereby caused to the Participant will not be irreparable or otherwise sufficient to entitle Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Entry or any other production based on or allegedly based on the Entry, and Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**TRADEMARKS AND SERVICE MARKS.** Any trademarks used in this Promotion are the property of the respective trademark owners and are used for identification purposes only.

**OTHER RULES AND CONDITIONS.** Unless otherwise specifically noted, all times in these rules refer to Central Time. All headings contained in these Rules are for reference purposes only and shall not be deemed to limit, cover, or in any way affect the scope or meaning of these Official Rules or any part thereof.

**GOVERNING LAW AND VENUE.** All participants (entrants and winners) agree to:  
(a) be bound by these Official Rules; (b) acknowledge that they agree that the laws of the State of

Texas shall govern this Promotion, without respect to the Conflict of Law Doctrines; and (c) submit any disputes or conflicts to the courts of competent jurisdiction in Dallas, Dallas County, Texas.