

OFFICIAL RULES CBS PODCAST CALL CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN. CONTEST OPEN TO UNITED STATES CITIZENS WHO ARE 18 OR OLDER. CONTEST VOID WHERE PROHIBITED.

1) HOW TO ENTER

- a. The CBS Podcast Call Contest (the "Contest") will begin at 12 Noon Eastern Time ("ET") on or about August 2, 2005 and ends at 8:00PM ET on August 26, 2005 ("Promotion Period").
- b. To participate, entrants will be required to complete contest information, available at <http://www.kyouradio.com/website.php?page=contest>. Persons wishing to enter are required to do the following:
 - i. Create an original audio recording of an "interview" between the entrant ("Interviewer") and one other person ("Interviewee") not to exceed 3 minutes/5 megabytes total. Acceptable audio formats are MP3 or MPEG; no other format will be accepted. Suggested encoding rate is 96 Kbps, 44100 Hz, 16-bit, Stereo. Interviewer must clearly state his or her name, the name of the interviewee, and the date of interview at the beginning of the interview. Audio entries may not contain any copyrighted materials. Station reserves the right to reject any Entry accompanied by an audio file that the Station, in its sole discretion, determines to be in violation of these Official Rules or contains otherwise inappropriate or indecent material.
 - ii. Acknowledge, by clicking the "I Accept" button on the online entry page, that the Entrant has read and accepted these Official Rules;
 - iii. Submit your entry according to the online entry instructions no later than 8:00 PM ET August 26, 2005 to the URL provided on the online entry form.
 - iv. The Interviewee must be United States citizen legally residing in one of the fifty United States or the District of Columbia. No music of any kind may be recorded on the Entry other than music which is the entrant's original creation. All Entries must comply with all laws, rules and regulations including, but not limited to, those concerning copyright, trademark, defamation and invasion of privacy. Accordingly, no branded or copyrighted material may be spoken of in the Entry. In addition, Entries may not contain recitals of poetry or lyrics from songs or lines from movies or any television program. Further an Entry may not contain any material that is defamatory of, or violates the privacy rights of any individual or entity. Failure to provide requested releases will also result in disqualification of entrant. All Entries become the property of the Sponsor and will not be acknowledged or returned.
 - v. Only one Internet entry per person/per email address is permitted. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of the entry. For purposes of these Official Rules, "receipt" of an online entry occurs when KYOU's servers record the entry information upon clicking the "Submit" button. Any automated computer receipt (such as one confirming delivery of e-mail) does not constitute proof of actual receipt by KYOU of an online entry for purposes of these Official Rules. Each will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization that is responsible for assigning e-mail addresses for e-mail address.

- c. Limit: One (1) Entry per person. Subsequent Entries submitted by a single entrant are void. Each person who enters the Contest fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of the Sponsor and judges which shall be final and binding in all respects.

2) ELIGIBILITY

- a. This Contest is open only to United States citizens legally residing in one of the fifty (50) United States and the District of Columbia, 18 years of age or older. Employees and their immediate families (spouse, parents, children, siblings, and their respective spouses), including those living in the employees' households of CBS Broadcasting Inc., Infinity Broadcasting Corp. and their parent companies, affiliates, subsidiaries, divisions, stations, advertising and promotion agencies, and Marden-Kane, Inc. are not eligible to participate or win. Members of SAG/AFTRA or any professionals from the film, television, video or radio trades are not eligible to participate in the Contest as either an entrant or Interviewee. Contest must be entered from one of the fifty (50) United States or the District of Columbia. Void in Puerto Rico and all other U.S. territories and possessions and where prohibited.
- b. Winner must sign and have notarized an Affidavit of Eligibility, a Liability Release, and where legal, Publicity Release. Interviewee of Winner must sign and have notarized a Third Party Consent and Release form. If the Interviewer and/or the Interviewee is not the age of majority in the state where he or she resides the Parent or guardian of one or both must sign the required forms.
- c. Participants are required to provide truthful information and KYOU will reject and delete and entry that it discovers to be false or fraudulent. KYOU will also disqualify any entry received from person under the minimum specified age for this contest.

3) WINNER SELECTION AND NOTIFICATION

- a. Decisions of KYOU management with respect to the contest are final.
- b. Entries will first be screened for completeness and that the audio file is properly formatted and attached. Eligible Entries will be judged by the Sponsor's judges under the supervision of the Sponsor. The judges will score eligible Entries using the following criteria: A) Interviewing skill: 50 points max.; B) Entertainment value: 25 points max.; C) Creativity: 25 points max. The Entry with the highest score as determined by the judges will be deemed the potential Winner, subject to verification. In the event of a tie, the tied Entries will be scored by an additional judge(s) who will serve as a tiebreaker(s) until a single entry is determined to be the winner using the judging criteria noted above. All Entries must conform to CBS Broadcasting Inc. and Infinity Broadcasting Corp. Broadcast Standards and Practices policies. Winning any prize is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in the Official Rules.
- c. On or about September 2, 2005 the potential Winner will be notified by telephone, e-mail and/or mail. The potential winner will be faxed or emailed an Affidavit of Eligibility, a Liability Release and where legal a Publicity Release. In addition, the winner will be sent a Third Party Consent and Release Form to be executed by the Interviewee. Potential Winner is required to execute and return the aforementioned documents within 2 business days following the date of issuance. Non-compliance with this time period or return of any e-mail, mail or prize notification as undeliverable will result in disqualification and the next highest scoring entrant will be contacted.

If the Winner is not of age of majority in his or her state of residence the prize will be awarded in name of his or her parent or legal guardian.

4) PRIZE

One (1) Prize: A 3-Day/2-Night trip to Los Angeles, CA, and Participation at the CBS Fall Premiere Radio Junket (Junket) for the Winner Only. Travel portion of prize consists of round-trip coach air transportation to Los Angeles, CA from a single major U.S. airport nearest winner's home (as determined by Sponsor), deluxe occupancy hotel accommodations for two (2) nights, and participation at the Junket on September 10, 2005 where the winner will have the opportunity to conduct audio interviews with CBS on-air talent. Winner will depart for Los Angeles on September 9, 2005 and return home on September 11, 2005. Trip date is at the sole discretion of Sponsor's production schedules. In the event of a date change Winner will receive less than 10 days notice prior to trip departure. If for any reason the Prize Winner cannot take the trip to be in Los Angeles on the date specified or if the Junket is postponed or cancelled for any reason, the Sponsor shall have no further obligation to the Prize Winner other than to supply the trip portion of the prize as described, minus participation at the Junket, in which case the trip must be taken within one (1) year from date of prize notification. Sponsor has sole discretion over which talent the winner will be able to interview. Sponsor does not guarantee that any of the winner's recordings made at the junket will be either broadcast or Podcast. Recordings made at the junket by the winner are the property of the sponsor. Prize does not include any transportation to or from a qualifying departure airport. Complete terms and conditions of trip and Junket participation will be furnished with prize notification. Travel must be made through Sponsor's agent on a carrier of Sponsor's choice. Winner must provide travel documents suitable for travel. All other expenses relating to acceptance of Prize not explicitly stated herein, including but not limited to taxes, meals, beverages, alcoholic beverages spending money and gratuities are solely the responsibility of Winner. Travel subject to availability and confirmation of reservations and travel restrictions may apply. Estimated retail value of Prize is \$2,000. Any taxes are the responsibility of the winner. Specifics of prize are at Sponsor's sole discretion. Prize is non-transferable; no substitutions or cash awards allowed, except at the discretion of the Sponsor in which case a prize of equal or greater value will be awarded.

5) CONDITIONS

- a. Payments of all federal, state and local taxes are the sole responsibility of the Winner. Winner may be required to sign an IRS Form W-9 or the equivalent.
- b. By participating in the contest, the winner agrees to have his or her name, voice, photograph, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. Neither CBS Broadcasting Inc., Infinity Broadcasting Corp. or their respective parent companies, affiliates, subsidiaries, divisions, stations, advertising and promotion agencies, including Marden-Kane, Inc., and their respective officers, directors, shareholders and employees (collectively "Releasees") nor any telephone network or Internet service providers shall have liability and shall be held harmless for any damage, loss or injury to a winner or any third party resulting from participation in this Contest or for the use or misuse of any prize; nor for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Contest, or for any injury to

person or property, including but not limited to audio recording equipment, arising from the entrant's participation in this Contest or any Contest-related activity or from the acceptance, receipt, possession, use or misuse of any prize won. Releasees are not responsible for lost, late, illegible or misdirected entries or mail.

- d. Any attempt by an entrant or any other individual or group to deliberately damage any online service or Web site, tamper with the entry submission/file upload process, or otherwise 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/or other remedies from any such person or group to the fullest extent permitted by law. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes beyond the control of Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or entrant and to cancel, terminate, modify or suspend the Contest and/or award the prizes from among all eligible, non-suspect eligible Entries received as of the date of the termination, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification. Sponsor retains right to modify rules at any time, for any reason. No correspondence regarding entries will be entered into with entrants or others that may be recorded on an entry.
- e. By entering this contest, each entrant unconditionally assigns and transfers to Sponsor all rights, title, and interest in and to his or her Entry, including, without limitation, the copyright therein. Sponsor shall have the right in perpetuity, in its sole discretion, to edit, composite, duplicate or alter the Entry for any purpose which Sponsor deems necessary or desirable. Each entrant and any person recorded on the Entry agree that Sponsor may, without any limitation, use entrant's and/or any Entry participant's name, voice and/or likeness in any and all media now known or hereafter discovered for the purpose of advertising and promoting the Website, the Contest or any other promotion, contest or sweepstakes sponsored by the Releasees. Neither entrants (or any Entry participant) nor winner shall be entitled to receive any compensation or credit for any use of the Entry other than that disclosed in these Official Rules.
- f. All travel must be taken on dates specified in Rule 4 above; no alternative travel dates will be available. All travel subject to availability and restrictions. No responsibility is assumed for any delay, cancellation or postponement of the Junket.
- g. KYOU is not responsible for typographical or other errors in the printing, the altering or the administration of the contest or in the announcement of prize.
- h. KYOU reserves the right to make changes in the rules of the contest, including the substitution of a prize of equivalent value, which will become effective upon announcement.
- i. Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of KYOU.
- j. To obtain the name of the winner send a self-addressed, stamped envelope by 10/15/05 to: CBS Podcast Call Contest, c/o Marden-Kane, Inc., 36 Maple Place, Manhasset, NY 11030-1962.

6) REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

Each person who enters this Contest represents and warrants to Sponsor as follows: (i) the Entry is the entrant's own original, previously unpublished, unbroadcast and previously unproduced work; (ii) the Entry is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Entry neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory, libelous, pornographic, or obscene; and (v) neither the entrant nor the Interviewee are member(s) of the Screen Actors Guild and/or the American Federation of Television and Radio Artists ("SAG/AFTRA"); (vi) the Entry otherwise complies with the requirements set forth in the Official Rules. Each entrant hereby agrees to indemnify and hold the "Releasees" (defined below) 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. Any minor (for these purposes, a person under 18 years of age or under the age of majority in such person's state of residency) who is the Interviewee must receive his/her parent/legal guardian's permission and include his/her parent's/legal guardian's name and daytime telephone number on the Third Party Consent and Release form. Failure by an entrant to comply with any of the above representations and warranties shall render his or her Entry void.

7) INTERNET CONTEST PRIVACY POLICY

By use of this website and by entering the Contest, you agree to KYOU's Terms of Use Agreement, located at kyouradio.com, and to the use of your personal information as described in the KYOU Website Privacy Policy also located at kyouradio.com.

8) SPONSOR AND ADMINISTRATOR

The Sponsor of this contest is: CBS Broadcasting Inc., 51 West 52nd Street, New York, New York 10019. The administrator is: Marden-Kane, Inc., 36 Maple Place, Manhasset, NY 11030-1962.