

NO PURCHASE NECESSARY TO ENTER OR WIN.

**The Morning Hustle
“The Song” Contest
PRESENTED BY 300 Entertainment**

DETAILED PROMOTION RULES

1. PROMOTION OVERVIEW.

- 1A. **Promotion Concept.** 2020 has met us with not only a pandemic, but also racial injustice in our world. This overwhelming unrest calls for a song. Listeners of participating Morning Hustle stations are invited to participate in The Morning Hustle’s “The Song” Contest (the “Promotion”) presented by Urban One and 300 Entertainment for a chance to win the grand prize of \$5,000 and a distribution agreement for your song with 300 Entertainment.
- 1B. **Promotion Period.** The Promotion will begin at 12:01 A.M. Eastern Time (“ET”) on Thursday, August 20, 2020 and end at 11:59 P.M. ET on Friday, September 7, 2020 (“Promotion Period”).
- 1C. **Administrator and Sponsor.** The “Administrator” of the Promotion is Urban One, Inc. (“Urban One”), 1010 Wayne Avenue, 14th Floor, Silver Spring, MD 20910. The “Sponsor” of the Promotion is Theory Entertainment LLC d/b/a “300 Entertainment,” 112 Madison Avenue, 4th Floor, New York, NY 10016. The “Promotion Entities” are, collectively, the Administrator, the Sponsor, The Morning Hustle, the Participating Stations (defined below) and each of their respective parents, subsidiaries, affiliated companies, promotional partners, and their advertising and promotional agencies.
- 1D. **Participating Stations.** This Promotion will run on the following participating Morning Hustle stations and affiliates:
Chicago: WPWX-FM; Philadelphia: WPHI-FM; Dallas: KFBF-FM; Washington, DC: WKYS-FM; Houston: KBXX-FM, KMJQ-FM; Atlanta: WAMJ-FM, WHTA-FM; Detroit: WGPR-FM; Cleveland: WENZ-FM; Charlotte: WOSF-FM, WPZS-FM, WQNC-FM; St. Louis: WHHL-FM; Indianapolis: WHHH-FM; Baltimore: WERQ-FM; Raleigh/Durham: WQOK-FM, WSSG-AM; Columbus: WBMO-FM, WCKX-FM; Cincinnati: WIZF-FM; Oklahoma City: KVSP-FM; Birmingham: WBHJ-FM, WALJ-FM; Memphis: KXHT-FM, WAID-FM; Richmond: WCDX-FM; Tulsa: KJMM-FM; Flint: WOVE-FM; Toledo: WJZE-FM; Waco: KOOC-FM; Chattanooga: WJTT-FM; Jackson: WGNG-FM; Ft. Smith: KQIS-AM; Augusta: WFXA-FM; Tallahassee: WWRQ-FM; Columbus: WBFA-FM; Jackson: WJAK-AM (“Participating Stations”).

2. **HOW TO ENTER PROMOTION.** During the Promotion Period, contestants enter the Promotion by logging onto The Morning Hustle website www.morninghustle.com/THESONG (the “Promotion Site”) and visiting the Promotion landing page; entering their contact information, which includes the contestant’s email address and such other information as requested on the entry form, acknowledging having read these Official Rules and agreeing to abide by the same, and following the steps to submit an audio file of contestant’s produced track of contestant’s original song (“Song Submission”) (collectively, “Entry”). Song Submissions must meet the formatting requirements set forth in these Official Rules, and Sponsor and Administrator will determine in their sole discretion whether Song Submissions meet these requirements.

3. **ELIGIBILITY REQUIREMENTS.** This Promotion is open only to legal U.S. residents of the 50 United States and the District of Columbia, 18 years of age or older. Promotion is void in Puerto Rico, U.S. territories, overseas military installations, and where prohibited by law. Employees, officers, directors and agents of the Promotion Entities; those individuals’ 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. In any 30-day period, only one prize per household from any

Participating Station is allowed. Any prize won by the same individual, or by different individuals in the same household from a particular Participating Station, beyond the first will be forfeited. "Household" includes: (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. In addition, all eligible contestants must agree that, if selected as the Grand Prize Winner, he/she has an obligation, subject to his/her copyrights, to (i) engage in a distribution agreement for the winning Song Submission ("The Song") with 300 Entertainment and (ii) grant to Urban One the non-exclusive, royalty-free rights to reproduce, publicly perform, stream, exploit and otherwise use The Song throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. For purposes of clarification and not limitation, Contestant is granting Urban One a non-exclusive license, free of any licensing fees, to exploit The Song in any ways necessary or desirable by Urban One. In addition, the rights granted to Promotion Entities include, but are limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the Song Submission.

4. **SELECTION OF SEMI-FINALISTS AND GRAND PRIZE WINNER.** Three Semi-Finalists will be selected from the pool of all eligible Entries based on judging by a panel of judges composed of representatives from Urban One and 300 Entertainment. Judges will then choose the Grand Prize Winner from among the three Semi-Finalists. Judges will use the following criteria when reviewing each Song Submission.

The Song Submission's Message (35%)

Judges will review the Song Submission's overall message and how it relates to the current climate;

The Song Submission's Originality (30%)

Judges will review the Song Submission's overall uniqueness;

The Song Submission's Quality (20%)

Judges will review Song Submission's sound and aesthetics;

The Song Submission's Composition (15%)

Judges will review the Song Submission's structural elements, including its verses, chorus, and bridge.

Judging will be conducted in two rounds. In the first round, judges will review and score each eligible Song Submission using the above criteria to determine five Song Submissions to move to the second round of judging. If there is a tie for the fifth position, judges will re-judge the tied Song Submissions to break the tie. In the second round, judges will review and score the top five Song Submissions using the above criteria and consultation with the first-round judges to determine the three Semi-Finalists and, from among the three Semi-Finalists, the Grand Prize Winner. If there is a tie for the one of the top three positions, judges will re-judge the tied Song Submissions to break the tie. The contestants who submitted the three Song Submissions with the highest scores will be named Semi-Finalists and appear on The Morning Hustle Show during timeslots to be determined at the sole discretion of Administrator between September 21, 2020 and September 23, 2020 to feature his/her Song Submission (the "Appearance"). The Grand Prize Winner and his/her winning song ("The Song") will be announced on-air and appear on The Morning Hustle Show with Kevin Lyles, the President of 300 Entertainment, on September 25, 2020 (the "Grand Prize Appearance").

5. **SEMI-FINALIST NOTIFICATION AND VERIFICATION.** Administrator will attempt to notify the three potential Semi-Finalists via email or phone, and potential Semi-Finalist must respond within 48 hours of initial notification attempt. A potential Semi-Finalist may decline a prize by notifying the Administrator or by not returning the required documentation in the specified time. Potential Semi-Finalists may be required to complete, execute, and return by the deadline set by Administrator a documentation package 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 (TN residents need not sign publicity release), a song release, an IRS Form W9, a nondisclosure agreement, and such other documents as necessary. Some documents may require that the potential Semi-Finalist's signature be notarized. Appropriate identification (including proof of U.S. residency) is required for all prizes. Potential Semi-Finalist will be disqualified if: (i) potential Semi-Finalist is not in compliance with the Official Rules (including eligibility requirements); (ii) potential Semi-Finalist fails to respond within 48 hours of initial notification request; (iii) potential Semi-Finalist is unwilling to sign distribution agreement with 300 Entertainment; (iv) potential Semi-Finalist is unwilling or unable to participate in the Appearance or Grand Prize Appearance; and/or (v) potential Semi-Finalist does not sign and return required documents and provide required identification by the deadlines set by Administrator. If a potential Semi-Finalist is disqualified, Sponsor and Administrator may select an alternate Semi-Finalist, time permitting, by applying the judging criteria set forth above to remaining eligible Entries. If any winner is found to be in violation of these Official Rules, that winner will be required to forfeit prize or to reimburse the Sponsor for the stated value of a prize if such violation is found after the prize has been used by winner.
6. **PRIZES.** Prizes for this Promotion are provided by Sponsor, which will be the issuer of the IRS Form 1099s associated with the prizes. Total approximate retail value ("ARV") of all prizes is \$5,000 AVR.
- 6A. **Grand Prize.** One Grand Prize Winner will win \$5,000; a performance of The Song on the 300 Entertainment Unplugged YouTube series; and a short form, exclusive distribution deal with Sponsor, which will include but not be limited to the following material terms: (i) 300 Entertainment's explicit, exclusive distribution rights in The Song, (ii) 300 Entertainment's first right of refusal with respect to any and all new master recordings or other product performed by the Grand Prize Winner as is customary for distribution deals of this nature, and (iii) any other additional explicit, exclusive rights that are customary and a standard of the industry relating to distribution deals of this type. Grand Prize has an ARV of \$5,000. There is no ARV for the distribution deal or YouTube display.
- 6B. **Appearances.** The Appearance or Grand Prize Appearance may be via remote technology and may be re-scheduled or cancelled because of breaking news or other programming conflicts. There is no value to either the Appearance or the Grand Prize Appearance. Should either not occur for any reason, no alternate prize will be awarded? Contestant must comply with a standard of behavior consistent with family programming during the Appearance and Grand Prize Appearance.
7. **OFFICIAL RULES.** The General Promotion Rules (as detailed below) are part of these Official Rules. Should the General Promotion Rules and the Detailed Promotion Rules conflict, the Detailed Promotion Rules will prevail.
8. **COPY OF OFFICIAL RULES AND LIST OF WINNERS.** For a copy of these Official Rules or a list of winners (available after [Day of Week, Date]) send a self-addressed, stamped envelope to [INSERT ADDRESS] c/o [INSERT]., [INSERT ADDRESS]. Request must be received no later than 60 days after the close of the Promotion Period. These Official Rules are also available online at [INSERT WEBSITE].

GENERAL PROMOTION RULES

INTERMEDIARIES. This Promotion may be conducted in association with various intermediaries including social media platforms (e.g., Facebook, Twitter, Instagram, and YouTube) (the "Intermediaries"). This Promotion is in no way endorsed by or associated with YouTube, Facebook, Instagram, or Twitter. Contestant by utilizing Intermediaries, including social media platforms, is acknowledging that is the contestant's license with the Intermediary governs rights of

usage, including the Intermediary's own privacy rules and their utilization of Contestant-provided information. Contestant further acknowledges that the Promotion Entities have no control over, nor liability for, the Intermediary's usage of contestant data.

PROMOTION CHANGES. Administrator reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

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 (but not the Submitted Songs) become the property of Administrator and/or Sponsor and will not be acknowledged or returned. Should there be any proprietary rights (e.g., copyrights, patents, trademarks, service marks, trade secrets, etc.) in the information or content of the Entry, contestant represents that contestant either owns the rights or has obtained the rights and is freely granting the Promotion Entities such rights.

Contestants attempting to use automated entry mechanisms or artifices will have their Entries voided and may be disqualified from the Promotion if discovered by Sponsor or Administrator. Limit one Entry per person using only one email account throughout the Promotion Period, regardless of method of entry. Entries received from any person in excess of the stated limitation will be void if discovered by Sponsor or Administrator.

If there is a dispute regarding the identity of a contestant's Entry, the Entry will be deemed to have been made by the authorized holder of the email account at the time the entry was made.

ENTRY REQUIREMENTS: All Song Submissions must meet the below-listed requirements ("Entry Requirements"):

- Song Submissions must be "family friendly" and appropriate for all audiences;
- Song Submissions must not be excessive in length of time (more than three minutes long), nor file size.
- Song Submissions may not contain material that would be objectionable to The Morning Hustle;
- Each Song Submission must be a wholly original, previously unpublished, and fully produced track, free of any samples, beats or soundbites that have not been created by contestant exclusively for this Promotion;
- Song Submissions must be provided in Windows® Media Audio file (.wma) format;
- Song Submissions must not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in the Participating Stations' and Promotion Entities' sole discretion;
- Song Submissions must not contain any profanity, obscene language, lewd or sexual content or references;
- Song Submissions must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous;;
- Song Submissions must not defame, misrepresent or contain disparaging remarks about the Promotion Entities and Participating Stations, other people ,or companies;
- Song Submissions must not contain violent imagery, derogatory characterizations of an ethnic, racial, sexual or religious group,
- Song Submissions must not humiliate other people (publicly or otherwise), or otherwise assault or threaten others;
- Song Submissions must not communicate messages or images inconsistent with the positive images and/or good will the Promotion Entities and Participating Stations wish to associate with or convey; and
- Song Submissions must not violate any law.

REPRESENTATIONS and WARRANTIES. Each contestant represents and warrants as follows: (i) the Entry is the contestant'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 contestant, 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; (iv) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; and (v) the Entry is in compliance with the Entry Requirements. Contestant hereby agrees to indemnify and hold the Promotion 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 contestant hereunder.

PRIZES.

Limitations on Prizes. Properly claimed prizes will be awarded, but no more than the number of prizes stated herein will be awarded. Administrator and Sponsor reserve the right to substitute a prize of comparable or greater value in their sole discretion. All prize details are at Administrator and Sponsor's sole discretion. Awarded prizes are only as detailed above and are not transferable or assignable. The Grand Prize Winner may not substitute prizes. If multiple prizes are available, but of a different nature, such prizes will 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.

No Warranties on Prizes: The Promotion 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 PROMOTION 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.**
JUDGING.

RELEASES. All contestants, by participating in the Promotion, agree that Promotion 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 contestant, from and against 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 a prize, participation in a Promotion-related activity, or participation in this Promotion. Contestants acknowledge that Promotion 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 the Promotion Site or guarantee, express or implied, in fact or in law, relative to the Promotion.

USE OF NAME AND LIKENESS. By participating in this Promotion, contestants consent to the

Promotion 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 Morning Hustle 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, where permitted by law.

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

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. Releasees are not responsible for any delays in any non-terrestrial radio formats, including without limitation, online listening, smartphone applications, etc. 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 contestant'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, wireless services, or Internet or for theft or destruction, tampering, or unauthorized access to Entry information, or for Entries, that 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 that, in the sole opinion of the Administrator, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor and Administrator reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion (or any portion thereof). Any such action will be announced on the Promotion Site. If the Promotion is terminated, Sponsor and Administrator will choose the Semi-Finalists and Grand Prize Winner by applying the judging criteria set forth above to all eligible, non-suspect Entries received as of the termination, provided they are able to do so.

FRAUD. Sponsor and Administrator reserve the right to disqualify any individual from further participation in the Contest if Sponsor and Administrator conclude, in their sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Contest; (b) has failed to comply with or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Contest; or (d) has acted toward Promotion Entities or any other contestant in an unfair, inequitable, annoying,

threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor and Administrator may consider, in their sole discretion, data reasonably available to Sponsor and Administrator through information technology systems in their control, but Sponsor and Administrator will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor or Administrator to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Contest, the terms of these Official Rules will govern.

NATURE of RELATIONSHIP. Contestant hereby acknowledges and agrees that the relationship between the contestant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Entry to the Promotion Entities for purposes of the Promotion does not place the Promotion 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. Contestant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by their own employees. Contestant 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. Contestant acknowledges and agrees that such contestant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Contestant acknowledges and agrees that the Promotion Entities do not now and will 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.

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 Official Rules refer to Eastern Time. All headings contained in these Rules are for reference purposes only and will not be deemed to limit, cover, or in any way affect the scope or meaning of these Official Rules or any part thereof.

So long as no contestant is materially adversely affected, the Participating Station reserves the right to make changes in these Official Rules, which will become effective upon being announced on the air and / or posted online.

WAIVER OF DAMAGES AND INJUNCTIVE RELIEF. EXCEPT WHERE PROHIBITED, CONTESTANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY CONTESTANT WITH REGARD TO THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. Contestant acknowledges that, with respect to any claim by contestant relating to or arising out of a Promotion 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 contestant will not be irreparable or otherwise sufficient to entitle contestant 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 contestant's rights and remedies in any such event will be strictly limited to the right to recover damages, if any, in an action at law.

GOVERNING LAW AND VENUE. All contestants agree to: (a) be bound by these Official Rules; (b) acknowledge that they agree that the laws of the State of Maryland will 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 Maryland, USA.

