

Brandy Download Sweepstakes
OFFICIAL SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

SWEEPSTAKES DESCRIPTION:

The "Brandy Download" sweepstakes ("Sweepstakes") will begin on Monday, October 29, 2012 and end on Sunday, November 4, 2012 ("Sweepstakes Period"). This Sweepstakes will be conducted via text message. One hundred and ninety eight (198) winners will each be awarded a digital download of Brandy's new album "Two Eleven" and three (3) of those winners will each be awarded one (1) pair of Monster Headphones ("Prize").

HOW TO ENTER / EXECUTION:

Legal residents of the 48 contiguous United States who are (18) years of age or older residing within the metropolitan area of one of the participating radio stations (listed below) will be able to take part in this Sweepstakes. To participate in the Sweepstakes, participants must do the following:

1. Sweepstakes participants must text keyword "BRANDY" to 80185 when prompted by the on-air announcement. Standard text and data rates will apply.
2. The participating stations include the following: WHTA-FM, WERQ-FM, WIZF-FM, WENZ-FM, WCKX-FM, KBFB-FM, WGPR-FM, WPHI-FM, WQOK-FM, WCDX-FM, WCDX-FM, WHHL-FM, WKYS-FM, WHHH-FM, and KBXX-FM (the "Participating Stations"), and The Russ Parr Morning Show, and the Rickey Smiley Morning Show (the "Participating Networks").
3. After the text entry has been successfully received, qualified entrants will be eligible for a chance to win.
4. All text entries must be received by 11:59pm EST on Sunday, November 4, 2012, or they will be void.
5. One entry per person per day per phone number during the Sweepstakes Period.
6. One hundred ninety-eight (198) winners will be selected by random drawing from among all eligible entries received via text message. From among the 198 winners, three (3) will be chosen at random to receive one (1) pair of Monster Headphones. The random drawings will take place on Monday, November 5, 2012.
7. Participants may only win one (1) set of headphones during this Sweepstakes.

8. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim the Prize. Identification documents must match information previously provided during registration.
9. All decisions made by the Participating Stations, Participating Networks (Rickey Smiley Morning Show and Russ Parr Morning Show), and Radio One, Inc. ("Company") management regarding any aspect of this Sweepstakes are final.

PARTICIPATING RADIO ONE STATIONS

The following is a list of participating Radio One stations and Participating Networks for this Sweepstakes:

<u>Station</u>	<u>Market</u>	<u>Website</u>
WHTA-FM	Atlanta, GA	hotspotatl.com
WERQ-FM	Baltimore, MD	92q.com
WIZF-FM	Cincinnati, OH	wiznation.com
WENZ-FM	Cleveland, OH	zhiphopcleveland.com
WCKX-FM	Columbus, OH	mycolumbuspower.com
WGPR-FM	Detroit, MI	hothiphopdetroit.com
WPHI-FM	Philadelphia, PA	hot1079philly.com
WQOK-FM	Raleigh, NC	hothiphopnc.com
WCDX-FM	Richmond, VA	ipowerrichmond.com
WHHL-FM	St. Louis, MO	hot1041stl.com
WKYS-FM	Washington, DC	kysdc.com
KBXX-FM	Houston, TX	theboxhouston.com
WHHH-FM	Indianapolis, IN	indyhiphop.com
KBFB-FM	Dallas, TX	thebeatdfw.com
The Rickey Smiley Morning Show		Rickeysmileymorningshow.com
The Russ Parr Morning Show		Russparrmorningshow.com

If your local radio station or geographic market is not listed above, then you are not eligible to enter the Sweepstakes or to be awarded any prizes for your participation. Radio One, Inc. and its affiliates shall not be liable for any claims by ineligible entrants.

ELIGIBILITY RESTRICTIONS:

1. The Sweepstakes is open listeners of the Participating Stations and the Participating Networks who are 18 years of age or older at the time of Sweepstakes registration and are legal residents of the 48 contiguous United States residing within the metropolitan area of one of the Participating Stations.
2. Employees of the Participating Stations, the Participating Networks, the Company, its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Participating Station's metropolitan area, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in this Sweepstakes. For purposes of this Sweepstakes, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.

3. In the event of a dispute regarding the identity of a participant's entry, the entry will be deemed to have been made by the authorized holder of the mobile account at the time the entry was made.
4. Persons who have won a prize in another sweepstakes or promotion of any kind from the Participating Stations within the thirty (30) day period immediately preceding the start date of this Sweepstakes are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Participating Stations during any thirty (30) day period.
5. Participants agree to abide with any applicable federal, state, local laws and regulations.

PRIZES:

1. The following Prize elements will be awarded:
 - One hundred ninety-eight (198) winners will each be awarded one (1) digital download of Brandy's new album "Two Eleven" (ARV: \$20)
 - Of the 198 winners, three (3) winners will also be additionally awarded one (1) pair of Monster Headphones (ARV: \$350)
2. To the extent that Prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
3. Dates and times of concerts, events, and activities promoted by Sweepstakes sponsors are subject to change and those changes are deemed to be beyond the control of the Participating Stations. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Participating Stations are not obligated to make any effort to find an alternative prize under these circumstances.
4. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by the Participating Station's management and/or the sponsor in its sole discretion.
5. All Sweepstakes winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in the winner's forfeiture of the prize.
6. Prize will be awarded only upon winner verification and final approval by the Participating Stations and the Company. Each winner or selected entrant will be notified by email, mail and/or phone within five (5) days after being selected (e.g., date of drawing). Each winner or selected entrant will then have five (5) days to respond with their information. If the winner or selected entrant is unable to be contacted within five (5) after being selected (e.g. drawing date), is ineligible, fails to claim the Prize or fails to return completed and executed release forms and affidavits, if applicable and as required by the Participating Stations and the Company, or if the prize notification is returned undeliverable, the Prize will be forfeited and if time permits, at the discretion of the Sweepstakes sponsor / and or Sweepstakes administrator, an alternate entrant will be selected as the winner by random drawing from among the remaining entries.

GENERAL CONDITIONS:

1. Winners are responsible for all applicable taxes associated with the receipt of the prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Sweepstakes is void where prohibited. Sweepstakes is subject to all applicable federal, state, local laws and regulations.
4. Odds of winning depend upon the number of eligible entrants participating during the Sweepstakes Period.
5. By participating in the Sweepstakes, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Sweepstakes, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the Prize. By entering this Sweepstakes, each participant agrees to comply with these Official Sweepstakes Rules and the decisions of the Sweepstakes sponsor which shall be final and binding in all aspects relating to the Sweepstakes.
6. All Sweepstakes winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Participating Stations, the Company, Participating Networks, any other Sweepstakes parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Sweepstakes participation or the acceptance, possession or use / misuse of any awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.
7. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim the Prize.
8. The Participating Stations and Participating Networks retain the right to disqualify any entrant if all Sweepstakes rules are not followed. Sweepstakes void if prohibited by law.
9. So long as no participant is materially adversely affected, the Participating Stations reserves the right to make changes in these Sweepstakes rules, which will become effective upon being announced on the air and / or posted online.
10. By accepting the Prize, the winner acknowledges that the Participating Stations and the Company have neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

11. The Participating Stations, the Company, Participating Networks, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any entrant to complete or continue an internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. In addition, the Participating Stations, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for late, lost, misdirected, mutilated, illegible or incomplete sweepstakes entries. No mechanically reproduced or automated entries permitted. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the property of the Participating Stations and the Company and will not be returned.
12. The Participating Stations, the Company, Participating Networks, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Sweepstakes, including cancellation of the Sweepstakes as a result of the occurrence of events not within the control of the Participating Stations, the Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event such an act should occur, the Participating Stations may in their sole discretion, offer the winner comparable prize(s) currently being offered by the Participating Stations in lieu of the Prize originally awarded.
13. If for any reason, the Sweepstakes is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Sweepstakes is compromised by virus, bugs, worms or unauthorized human intervention, fraud, acts of God, strikes, terrorists acts, criminal acts of third parties, an insufficient number of qualified Sweepstakes entries, or any other causes beyond the Participating Station's and the Company's control which, in the Participating Station's and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Participating Stations and the Company reserve the right to cancel, terminate, modify or suspend the Sweepstakes at its sole discretion.
14. Copies of Sweepstakes rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Participating Stations.