

## **TERMS OF USE AGREEMENT**

This site is owned or managed by Bicoastal Media, LLC. (“Bicoastal Media”). Bicoastal Media provides this Bicoastal Media Website and related services for your personal non-commercial use only and subject to your compliance with this Terms of Use Agreement (the “Agreement”). Please read this Agreement carefully before using this Bicoastal Media Website. Your use of this Bicoastal Media Website constitutes your acceptance to be bound by this Agreement without limitation, qualification or change. If at any time you do not accept all the terms and conditions of this Agreement, you must immediately discontinue use of this Bicoastal Media Website. This Agreement sets forth Bicoastal Media’s policies with respect to its operation of the Bicoastal Media Websites. Other policies govern Bicoastal Media’s non-Internet operations.

Certain products or services offered by this and/or other Bicoastal Media Websites (each a “Bicoastal Media Internet Service,” and collectively “Bicoastal Media Internet Services”), and certain areas within this and/or other Bicoastal Media Websites may be governed by additional terms (“Additional Terms”) presented in conjunction with those products or services. You must agree to these Additional Terms before using those areas or Bicoastal Media Internet Services. The Additional Terms and this Agreement shall apply equally. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

YOU MAY NOT USE ANY BICOASTAL MEDIA WEBSITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO ANY BICOASTAL MEDIA WEBSITE MAY BE TERMINATED IMMEDIATELY IN BICOASTAL MEDIA’S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

Some parts of this Bicoastal Media website may contain adult content intended for people who are at least 18 years old. By viewing this adult content, you are representing that you are at least 18 years old and that the content is acceptable to you. Filtering software is commercially available which can be used to exclude content that is not acceptable to you. This software may prevent the display of all or portions of the Bicoastal Media Website content.

### **Changes to this Agreement**

This Agreement is effective as of July 24, 2008. Bicoastal Media reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. Bicoastal Media will provide notice of such change on this Bicoastal Media Website. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of the Bicoastal Media Website and/or Bicoastal Media Internet Service constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this Bicoastal Media Website and/or the Bicoastal Media Internet Service to which the changes may apply.

### **Privacy and Protection of Personal Information**

Bicoastal Media has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, and disclosure of personal information. You can find this Statement by reading this entire statement.

### **Accounts, Security, Passwords**

If a particular Bicoastal Media Website or Bicoastal Media Internet Service requires you to open an account, you must complete the specified registration process by providing us with current, complete,

and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Bicoastal Media immediately of any unauthorized use of your account. Bicoastal Media is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may cancel your account by delivering notice in the manner provided in the Additional Terms governing the particular Bicoastal Media Internet Service.

### **Fees**

Except where otherwise provided, access to and use of this Bicoastal Media Website and the Bicoastal Media Internet Services offered through this site are currently available without charge. Bicoastal Media reserves the right to charge a fee for access to or use of this Bicoastal Media Website, or any Bicoastal Media Internet Service available on this Bicoastal Media Website at any time in the future. Your access to or use of this Bicoastal Media Website before such time does not entitle you to use of this Bicoastal Media Website without charge in the future.

### **Disclaimer of Warranties**

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS BICOASTAL MEDIA WEBSITE AND/OR BICOASTAL MEDIA INTERACTIVE SERVICE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS BICOASTAL MEDIA WEBSITE OR BICOASTAL MEDIA INTERACTIVE SERVICE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. BICOASTAL MEDIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BICOASTAL MEDIA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. BICOASTAL MEDIA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS BICOASTAL MEDIA WEBSITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. BICOASTAL MEDIA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS BICOASTAL MEDIA WEBSITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT. BICOASTAL MEDIA IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR BICOASTAL MEDIA INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

## **Links**

This Bicoastal Media Website may contain links to websites operated by third parties. Bicoastal Media does not monitor or control the linked sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at these sites. If you choose to access any third party site, you do so at your own risk. The presence of a link to a third-party site does not constitute or imply Bicoastal Media's endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

## **Software And Downloads Available Through This Website**

Any software that is made available to view and/ or download in connection with a Bicoastal Media Internet Service ("Software"), including podcasts, audio streaming, or video streaming, is owned or controlled by Bicoastal Media and/or licensors, affiliates and suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is limited to private, non-commercial use and is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software. Bicoastal Media accepts no responsibility or liability in connection with any Software owned or controlled by third parties.

## **Third-Party Merchants**

This Bicoastal Media Website may enable you to order and receive products, information and services from businesses that are not owned or operated by Bicoastal Media. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. Bicoastal Media does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. Bicoastal Media will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the Bicoastal Media Internet Service.

## **Modification/Termination by Bicoastal Media**

Bicoastal Media reserves the right, in its sole discretion, to modify, suspend, or terminate this Bicoastal Media Website and/or any portion thereof, including any Bicoastal Media Internet Service, and/or your account, password, or use of any Bicoastal Media Internet Service, or any portion thereof, at any time for any reason with or without notice to you.

Termination of your account for a Bicoastal Media Internet Service removes your authorization to use the Bicoastal Media Internet Service. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, Bicoastal Media shall not be liable to you or any third-party for any termination of your access to a Bicoastal Media Internet Service.

## **Interactive Services**

This Bicoastal Media Website may offer certain Bicoastal Media Internet Services having interactive components such as bulletin boards, chat rooms, blogs, and forums (collectively "Bicoastal Media Interactive Services"). Additional terms may cover these services, which appear on the pages where these services are available and can be found here.

## **Subscription Services**

This Bicoastal Media Website may offer certain Bicoastal Media Subscription Services such as newsletters and Real Simple Syndication ("RSS") feeds (collectively "Bicoastal Media Subscription

Services”). By registering for a Bicoastal Media Subscription Service, you will be subject to any charges and rules set forth in the description of that service

### **Contests/Sweepstakes**

For Additional Terms applying to all contests or sweepstakes conducted by this Bicoastal Media Website, refer to this site’s general contest or sweepstakes information which can be found here.

### **Limitations on Liability**

In no event shall Bicoastal Media, its subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Bicoastal Media Website and its contents, be liable to any person or entity whatsoever for any direct, indirect, incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of the Bicoastal Media Website; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on the Bicoastal Media Website or any information, software, products, services, and related graphics obtained through the Bicoastal Media Website; (vi) any transactions entered into through this Bicoastal Media Website; (vii) any property damage including damage to your computer or computer system caused by viruses or other harmful components, during or on account of access to or use of this Bicoastal Media Website or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of the Bicoastal Media Website and Bicoastal Media Internet Services. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if Bicoastal Media has been advised of the possibility of damages.

### **User Generated Content**

Any content that is uploaded content (content is defined as anything that can be read, heard, viewed or any combination thereof) to this website, whether part of a promotion, special event, news story, authorized or not, MAY NOT submit any copyrighted material to this website or any related social media channels of Bicoastal Media. If such material is found to be loaded to our websites and/or social media channels it will be taken down immediately and the person or person(s) submitting the material(s) will reported to the appropriate authorities. Bicoastal Media DOES NOT tolerate the in appropriate use of copyrighted materials, in any form.

### **Copyright Policy**

If you are a copyright owner or an agent of the owner and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent (identified below) with the following information in writing. (see 17 U.S.C 512(c)(3) for further details):

1. Identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works on our site;
1. Describe where the allegedly infringing content is located on our site (e.g., the link);

1. Provide us with information to contact you, such as an address, telephone number, and, if available, an email address;

1. Include a statement that you have a good faith belief that use of the identified content is not authorized by the copyright owner, its agent, or by law;

1. Make your statement under the penalty of perjury stating that the information in the notice is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner, its agent, or by law;

1. Include an electronic or physical signature on the notice.

Our designated Copyright Agent to receive notifications of claimed infringement is George Feola, Director of Interactive Services, 3426 Avion Drive, Medford, Oregon 97504. (ph) 541-772-4170, (fax) 541-857-0326 (email) [George@bicoastalmedia.com](mailto:George@bicoastalmedia.com)

If you fail to comply with the requirements of this section, your DMCA notice may not be valid.

If you believe that your content that was removed is not infringing, or that you have the authorization to post and use the content from the copyright owner, the copyright owner's agent, or pursuant to the law, you may send a counter-notice containing the following information to our Copyright Agent:

▪ Identify the copyrighted work that has been removed and its location (the link) prior to removal;

▪ Make a statement under penalty of perjury that you have a good faith belief that the copyrighted work was removed as a result of mistake or a misidentification of the content;

▪ Provide your name, address, telephone number and email address;

▪ Include a statement that you consent to the jurisdiction of the federal court in (Oregon/California/Washington) and a statement that you will accept service of process for the person who provided notification of the alleged infringement; and

▪ Include your physical or electronic signature on the counter-notice

If the counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may re-post the removed copyrighted work in 10 business days. Unless the copyright owner files an action seeking a court order against us, the removed content may be re-posted in 10 to 14 business days or more after receipt of the counter-notice at our sole discretion.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Bicoastal Media, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your use of this Bicoastal Media Website and any related Bicoastal Media Internet Service and/or software. Bicoastal Media reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with Bicoastal Media in asserting any available defenses.

### **International Use/U.S. Export Controls**

Accessing materials on this Bicoastal Media Website by certain persons in certain countries may not be lawful, and Bicoastal Media makes no representation that materials on this Bicoastal Media Website are appropriate or available for use in locations outside the United States. If you choose to access this Bicoastal Media Website from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

The United States controls the export of any software downloadable from this Bicoastal Media Website. No software or any other materials associated with this Bicoastal Media Website may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States has embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from a Bicoastal Media Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

### **PRIVACY STATEMENT**

This statement informs you of Bicoastal Media's practices with respect to the online collection, use, and disclosure of personal information from this Bicoastal Media Website. Personal information is information that allows us to contact you (such as email address, home address, or telephone number) or other information that, when linked to your name or contact information, allows us to personalize your visit to our site by providing you with information that suits your interests.

Bicoastal Media is the owner of this website and retains all ownership rights to the information collected at this site. Bicoastal Media reserves the right to change, modify, add, or remove provisions of this Privacy Statement. Any changes to this Privacy Statement will be posted here, and we encourage you to check back from time to time.

### **Personalization**

Although you may use many features of this site without completing a registration or sign-up form,

visitors who do register and/or sign up for special services may have access to additional features of the site and are more likely to receive information suited to their interests. You must provide the information in order to receive the benefits of registration or of the special service.

We may use the contact information you give us to better tailor your website experience to your interests, to request your opinions with respect to media and entertainment, and to send you information about Bicoastal Media and its services as well as promotional material on behalf of some of our partners. We may use information that you provide to us to inform you of content on the web, radio and other methods of content delivery, in which you may be interested and to provide or display the content according to your preferences. We will also share this information within the Bicoastal Media family in order to enhance your experiences with Bicoastal Media.

In addition, we may share this information with advertisers or other third parties that are not part of the Bicoastal Media family on an aggregate or other basis that does not disclose your identity or contact information.

### **Online Surveys/Contests**

From time to time, we may conduct online surveys and contests. These ask you for contact information (like name or email address) and demographic information (like zip code or age). We may use this contact information from our surveys and contests to provide you with information about our company and promotional material on behalf of some of our partners, and to contact you when necessary.

### **Supplemental Information**

To enhance Bicoastal Media's ability to tailor this site to your preferences, we may combine information that you provide us on registration and other online sign-up forms with other information about you that we may obtain. We do not share that information with any other party.

### **Shopping/Commercial Services**

This Bicoastal Media site may offer shopping services, which may be offered by us or by a firm that operates a store under contract with us. If our site offers shopping or other commercial services, you will use a customer order form to request information, products, and services. The order form will ask you to give us contact information (like name or email address), financial information (like account or credit card numbers), and demographic information (like zip code or age).

We will use the financial information that you provide to bill you for products and services. By giving our site your credit card and related personal information, you are authorizing our store to give that information to the merchant and credit card company in order to confirm and fulfill your order.

We will use contact information from the order form to fulfill your orders. We may also use contact data to get in touch with you when necessary. We will not otherwise use or distribute your financial information without your prior approval.

### **Public Forums**

This site may make available chat rooms, forums, message boards, and news groups. Please remember that any information that you disclose in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

### **Information Sharing With Third Parties**

From time to time we may enter into a special relationship with another company that is not owned by Bicoastal Media to provide additional features at this site. These special relationships may include "powered by" partners, business partners, sponsors, and co-branded sites (referred to here as "co-branded pages"). These might include, for example, pages that share our name and that of another entity, such as TicketMaster. Third party vendors such as Triton Digital, Google Analytics, Abacast

streaming use cookies to track visits through our site. Google uses cookies to serve ads based on a users prior visits to our website. For more information about opting out of third party vendors use of cookies for interest based advertising you may visit [aboutads.info](http://aboutads.info).

In the case you should look for a specific privacy statement on any such co-branded page. Any personal information that you provide when signing up at one of those co-branded pages may be shared with our third party partner. You should also check our partner's website for information regarding its privacy policies.

Also, the nature of some features of our site may require that we share personal information about you with persons or companies outside of the Bicoastal Media family. For example, this may occur at a feature that enables you, via our site, to ask questions of persons or entities that are not part of the Bicoastal Media family. By responding to those features of the site, whether by email or direct entry of information on our Website, you are consenting to our transferring that information to such persons or entities.

With respect to specific registration modules, like contests, we may disclose personal information collected, and we will post a conspicuous statement on the registration module to the effect that we will be disclosing the information collected with third parties

Finally, we may share any of the information collected from you with these other non-Bicoastal Media companies in an aggregate basis. The aggregated information is not linked to any information that can identify you.

### **IP Address and Log Files**

We may use your IP address to administer our Website, to help diagnose problems with our server, to analyze trends, to track users' webpage movements, to help identify you and your shopping cart, and to gather broad demographic information for aggregate use.

### **Cookies**

This Bicoastal Media site may use a standard technology called a "cookie" to collect information about how you use the site. Cookies reside on your computer and help our website to recognize your computer's browser as a previous visitor. This information allows us to customize delivery of information. For example, our site may use cookies to save and remember registration information or preferences that you may have set while browsing the site, to keep track of your shopping cart, to ensure you don't see the same ad content repeatedly, to deliver content specific to your interests, and to save your password so you don't have to re-enter it each time you visit our site. We use cookies only to gather information as indicated in this policy.

In addition, on occasion our site may also set a "session cookie" which helps us administer the site. The session cookie expires when you close your browser and does not retain any information about you after it expires.

Finally, we may also use an ad network provider to help present advertisements on this and other Bicoastal Media Web sites. This ad network provider, like other advertising service vendors, uses cookies, web beacons, or similar technologies on the hard drive of your computer to serve you advertisements tailored to interests you have shown by browsing on this and other sites you have visited, and to determine whether you have seen a particular advertisement before and to avoid sending you duplicate advertisements. In doing so, the provider collects non-personal data such as your browser type, your operating system, Web pages visited, time of visits, content viewed, ads viewed, and other clickstream data. The use of cookies, web beacons, or similar technologies by these ad network providers is subject to their own privacy policies, not ours.



### **Banner Advertising**

We license ad-server software from another company to place banner advertising on our sites. All of the data provided and generated by the ad-server software remains in our possession and no data is transferred to the licensor of the software. This feature of our site may, on occasion, set “cookies” on your computer. Any information collected or stored by the ad-service or the cookies is treated in the same manner as other information as described in this statement.

### **Children’s Personal Information**

Consistent with the Children’s Online Privacy Protection Act:

- This site does NOT collect, use, or disclose personal information (including online contact information) of children under the age of 13.
- In the event that a child under the age of 13 attempts to register on our site, we will NOT accept the registration and will delete information received from the child.
- In the event that a child posts personal information in a public forum such as a chat room, we will attempt to delete that information once we become aware of it.

### **Your Choices**

This Bicoastal Media site provides you the opportunity to opt-out of receiving email communications from us and our special relationship partners. To opt-out of receiving email communications, you may:

- Modify your registered user information on our website; or
- Send an email to the address supplied on the contact page of our website. (Please include the web address, call letters or station’s name.)

### **Access to Personal Information**

Bicoastal Media gives you the opportunity to modify or remove personal information that you have provided to us. You may do so by modifying your password-protected registered user information on our website.

### **Security of Your Personal Information**

Bicoastal Media employs reasonable security measures consistent with standard industry practice, for information collected through this website. We believe that we have adequate security measures in place in our physical facilities to protect against the loss, misuse, or alteration of the information we collect on our website. We also use internal protections to limit access to users’ personal information to only those employees who need the information to perform a specific job.

### **Sale or Merger**

If this site is sold to, or merges with, another company not owned by Bicoastal Media, you should expect that some or all of the information collected from this website may be transferred to the buyer/surviving company. If so, Bicoastal Media will seek to obligate the acquiring company to use any personal information transferred by this site in a manner consistent with this statement, but cannot guarantee that it will be able to impose that requirement or that the acquiring company will comply.

### **Legal Process**

You should be aware that Bicoastal Media may be required to disclose your personal information to the government or third parties under certain circumstances, such as in court or regulatory proceedings.

### **General Information**

This Agreement and the Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of Oregon, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any cause of action you or Bicoastal Media brings to enforce this Agreement and/or the Additional Terms, or in connection with any matters related to this Bicoastal Media Website and/or the Privacy Statement, shall be brought only in either the state or Federal courts located in Oregon. You agree to submit to the personal jurisdiction of the courts of the State of Oregon for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and Bicoastal Media with respect to the use of this Bicoastal Media Website and shall not be modified except in writing, signed by an authorized representative of Bicoastal Media.

### **European Union and Other Foreign Nations**

This Bicoastal Media website is governed by and operated in accordance with the laws of United States of America and is intended for enjoyment of residents of the United States. Bicoastal Media makes no representation that this website is governed by or operated in accordance with the laws of other nations. By using this site and submitting any personal information, visitors from outside of the United States acknowledge the this site is subject to U.S. law, consent to the transfer of personal data to the U.S., and waive any claims that may arise under their own national laws.

### **INTERACTIVE SERVICE ADDITIONAL TERMS**

You may participate in the Bicoastal Media Interactive Service by reading and agreeing to the Terms of Use Agreement and these Interactive Service Additional Terms, and by completing the registration form where one is provided. If you do not agree to abide by the Terms of Use Agreement and these Interactive Service Additional Terms, you may not participate in the Bicoastal Media Interactive Service.

You agree that you will not:

- Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).

- Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through the Bicoastal Media Website, or any postings which advocate illegal activity.
- Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.
- Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Deliver, or provide links to, any postings containing defamatory, false or libelous material.
- Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
- Use this Bicoastal Media service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the Bicoastal Media Website or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment, including by means uploading or transmitting to this Site or Bicoastal Media's servers any computer viruses, Trojan horses, worms, or other disabling or harmful software intended to damage, interfere with, intercept or monitor surreptitiously, or take over another computer.
- Attempt to gain unauthorized access to this Bicoastal Media Website, any related website, other accounts, computer system, or networks connected to this Bicoastal Media Website, through hacking, password mining, or any other means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Bicoastal Media Website, including harvesting or otherwise collecting information about others such as email addresses.

You are solely responsible and liable for postings delivered to the Bicoastal Media Website using your account. Any violation of these provisions can subject your Bicoastal Media account to immediate termination and, possibly, further legal action.

Bicoastal Media does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to a Bicoastal Media interactive website by you or other users. Bicoastal Media is not obligated to and does not regularly review, monitor, delete, or edit postings. However, Bicoastal Media reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to delete or edit any posting with or without notice. Bicoastal Media is not responsible or liable for damages of any kind arising from any postings even when Bicoastal Media is advised of the possibility of such damages, or from Bicoastal Media's alteration or deletion of any posting.

The information and opinions expressed in postings on this Bicoastal Media Website are not necessarily those of Bicoastal Media or its content providers, advertisers, sponsors, affiliated or related entities, and Bicoastal Media makes no representations or warranties regarding that information or those opinions. Bicoastal Media does not represent or guarantee the truthfulness,

accuracy, or reliability of any postings or determine whether the postings violate the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk.

Unless otherwise provided, all postings to the Bicoastal Media Website automatically and immediately become the property of Bicoastal Media without any obligation of confidentiality. Bicoastal Media shall be entitled to use the material for any type of use forever including in any media whether now known or later devised. If any court determines that Bicoastal Media does not retain exclusive ownership of any posting, then you hereby expressly grant to Bicoastal Media a royalty-free, perpetual, irrevocable right to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, sublicense or otherwise distribute and display the Posting for any reason, including for promotional and advertising purposes, alone or as a part of other works in any form, medium or technology now known or later developed, and you waive all moral rights in all such postings.

#### **GENERAL CONTEST AND SWEEPSTAKES RULES**

- 1) No purchase is required to play or win on any of the Bicoastal Media stations.
- 2) All contestants must be permanent residents of the state of Oregon and must be able to provide the Bicoastal Media with a valid form of identification and Social Security number.
- 3) All contestants must be at least 18 years old to be eligible for contests that are not affiliated with an alcoholic beverage manufacturer or distributor, or that include hotel accommodations and/or air travel.
- 4) All contestants must be at least 21 years old to be eligible for all contests affiliated with an alcoholic beverage manufacturer or distributor.
- 5) One entry per household. A household is determined as any individuals residing at the same address. After winning a contest on a Bicoastal Media station, the individual/household is ineligible to win all other contests on a Bicoastal Media station for a period of thirty (30) days. All individuals/households receiving a prize(s) valued at equal to or greater than \$500.00 from a Bicoastal Media Station may be issued a 1099 Federal Income Tax Form by the Bicoastal Media, and are ineligible to win a prize(s) valued at equal to or greater than \$500.00 for a period of one calendar year from the date of winning. If it is determined that a selected contestant is ineligible as a result of one or both of these restrictions, another contestant will be selected. This procedure will continue until these restrictions are satisfied.
- 6) For telephone contests, in the event a caller is disconnected during a contest before his/her name and phone number is recorded, then the prize will be awarded to the next caller whose name and phone number are recorded. The person operating the telephone at the Bicoastal Media station has the final decision as to who is the winning caller.

- 7) For contests requiring an entry, all entries become property of the Bicoastal Media and will not be returned. Bicoastal Media reserves the right to retain any or all contest materials for any reason that Bicoastal Media deems crucial to the completion of the contest, or reasons relating to publicity and/or advertising. Bicoastal Media shall have no responsibility for failure to win or claim any prize based on difficulties with telephone, facsimile, email, or internet difficulties, or any circumstances in any contest.
- 8) Any specific rules and/or restrictions pertaining to individual contests (entry dates, a limit on number or words on an entry, etc.) will be disclosed in on-air or online announcements.
- 9) Prize must be picked up at the Bicoastal Media business office or other pre-arranged location within thirty (30) days of notification to the winner, or the prizes will be forfeited. Bicoastal Media assumes no liability for the delivery of prizes.
- 10) In the event the winner is subject to or the subject of any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (i.e. garnishment, child support order, judgment, lien, and the like), Bicoastal Media's delivery of the prize to the official representative of the governmental entity claiming a right to the prize shall be thus deemed as Bicoastal Media awarding the prize to the winner. Bicoastal Media shall be entitled to rely in good faith, upon any documents presented by the representative seeking to collect the prize in lieu of the winner. Bicoastal Media shall not be liable for any claim by any winner for damages incidental thereto.
- 11) The Bicoastal Media (d/b/a Bicoastal Media, LLC.), all participating co-sponsor companies and their advertising and promotional agencies absolve themselves and shall be held harmless from any action or liability arising from any station contest or prizes awarded in any station contest. Winners may be required to sign a release form and/or affidavit of eligibility to claim their prize(s). Failure to do so will result in forfeiture of the prize(s).
- 12) Winners consent to the use of their name, likeness, and all verbal and written communications with the station for publicity purposes.
- 13) Employees and families of the Bicoastal Media (d/b/a Bicoastal Media, LLC.), all participating co-sponsor companies and their advertising and promotional agencies are not eligible. Employees of all other Oregon area radio stations and household members of such individuals are not eligible.
- 14) All prizes are non-transferable and are not redeemable for cash. Bicoastal Media reserves the right to substitute a prize of similar value. Bicoastal Media can not be held responsible for unforeseen cancellations or delays of concerts/events or transportation caused by weather, promoter or performer.
- 15) Winners are solely responsible for all applicable local, state and federal taxes. Winner may be issued a 1099 MISC federal tax form if in one calendar year the prize value of all prizes won in contests from Bicoastal Media and/or participating co-sponsors exceeds \$600.00.
- 16) The Bicoastal Media, (d/b/a Bicoastal Media, LLC.), assumes no liability for situations, repairs, or incidents arising from any aspect of any prize awarded in any contest. The Bicoastal Media, their advertising agencies, affiliates, contest sponsors, employees, and immediate families of each absolve themselves and shall be held harmless from any action or liability arising from any contest or prize awarded in any contest.

17) The following are specifically related to E-contests and E-Mail promotions on Bicoastal Media stations websites:

1. All appropriate information in required fields must be filled out or you will be disqualified.
2. To win a prize you must reside within the listening area of Bicoastal Media, as defined at the exclusive discretion of Bicoastal Media management.
3. Any problems with the internet or email are not Bicoastal Media's responsibility.
4. Contestants who register to participate on our website may be required to produce a printed copy of proof of registration before being allowed to participate in the contest.

18) Due to the nature of our programs that are heard on-line over the internet, contests heard on a Bicoastal Media station's internet audio stream are slightly delayed from the time the contests are heard on the broadcast station, and will be running behind the broadcast signal. Thus, all contests heard are delayed. This delay can last for as much as 30 seconds or more.

This means that when Bicoastal Media station contests are played that require a specific caller to telephone the radio station (such as caller number 10 when you hear the sound effect), listeners to the on-line audio stream may be at a disadvantage in participating over those listeners who hear the contests on-air.

19) All giveaways and contests are void where prohibited by law. All local, state and federal regulations apply. As a licensee of the FCC and a trustee of the public airwaves, Bicoastal Media reserves the right to interrupt and/or discontinue any contest or promotion (and not award the offered prize) at the discretion of Bicoastal Media management if world events, the national mood, or public safety so warrant. Bicoastal Media reserves the right to disqualify any winner if the contest rules have been violated in any way. Bicoastal Media stations reserve the right to amend the rules to any contest at any time. All decisions of Bicoastal Media are final.