

dms Broadcasting Standard Contest Rules

The following applies to all dms Broadcasting's on air, on site, and web based contesting unless otherwise stated by a specific contest whether on air, on site or web based. dms Broadcasting is comprised of 96.5 CayRock, Hot 104.1 fm, 106.1 Kiss fm, and X 107.1 in the Cayman Islands as well as 96.5, Cayman Brac. Eligibility is based on the below listed criteria and/or any specific contest rule(s).

1. Employees or the immediate family members of the Station or its license, parent corporation, dms Broadcasting Ltd. its affiliates, subsidiaries, advertising and promotional partners, or any entity involved in the development, implementation, administration, or fulfillment of the contract, or other radio stations in the jurisdiction of the Cayman Islands are not eligible to participate or win any dms Broadcasting on air, on site or web based contests.

2. Participants have not won an on air, on site, or web based contest within the past (30) days nor have won a contest valued at \$600 KYD or more within the past 6 months.

3. Participants are eligible to win in accordance to the Eligibility Requirements of dms Broadcasting's Standard Contest Rules or the specific Official Contest Rules and will present valid government issued photo identification to the Station for age and identify purposes.

In consideration of the contest, the participant acknowledges that it is valuable and sufficient, and hereby agrees as follows.

1. The participant agrees to fully comply with the Eligibility Requirements of dms Broadcasting's Standard Contest Rules or the specific Official Contest Rules and any rules or guidelines established by the Station or its representatives regarding entry, participation or the Prize of the contest. The participant recognizes that if he/she fails to comply with the rules or guidelines established by the Station or representatives of the Station, in their sole discretion, may disqualify them from participation in contest and will waive any chance that the participant may have had of winning the contest.

2. The participant acknowledges that the Station, its license, its parent corporation, dms Broadcasting Ltd., its subsidiaries, or affiliated corporations, their affiliated advertising agencies, participating sponsors/promotional partners, or the officers, shareholders, directors, employees, agents and representatives of any of these companies (collectively known as the "Release Parties") are not acting as the manufacturer or distributor of the Prize. The Station, acting as a consumer, acquired the Prize for the purpose of awarding the Prize to the winner of the contest. With respect to any claim made by the participant as a result to the possession of the prize or use of the Prize, he/she agrees that they will look solely at the Prize's manufacturer or others in the chain of production and distribution of the Prize excluding the Release parties. The participant acknowledges that the Station has not made any representations or warranties with respect to the Prize. Therefore he/she agrees to release, discharge, hold harmless and indemnify the Release Parties from any and all claims, demands, causes of action, losses, costs or expenses, cost or expenses, including reasonable attorney's fees and liabilities of any nature whatsoever which the participant may hereafter have against any of them arising out of or otherwise relating in any way to his/her participation in the contest. The participant's acceptance of the contest terms and ultimately the Prize, or any breach or alleged breach or any affirmation, undertaking, or obligation of the participant in the dms Broadcasting Standard Contest Rules or the specific Official Contest Rules, or as a result of the promotion, sale, or use on any interview or recording whether in audio or video format, for any purpose, including but not limited to any claim of copyright infringement, invasion of privacy, or right to publicity. Nothing herein contained shall in any way limit the participant's recourse against the manufacturer in the event that the participant has any claim(s) as a result of possession or use of the Prize.

3. By participating in the contest, the participant gives the Release Parties, without additional financial or other compensation, the right to use his/her name, likeness, portrait, recorded voice and biographical material, in order to advertise, promote or publicize the Station, its license, the Contest, or any advertisers or co-sponsors associated with the Contest and their products and/or services.

4. The participant understands that the Eligibility Requirements of dms Broadcasting's Standard Contest Rules or the specific Official Contest Rules are intended to be as broad and inclusive as permitted by law, and agrees that if any portion of the Eligibility Requirements of dms Broadcasting's Standard Contest Rules or the specific Official Contest Rules are deemed invalid, the remainder will continue in full force or effect. The participant further understands that the Eligibility Requirements of dms Broadcasting's Standard Contest Rules or the specific Official Contest Rules are to be interpreted under the laws of the Cayman Islands and subject to the jurisdiction of the courts with the Cayman Islands and waive all objections to the jurisdiction or venue of such courts.

5. The participant also agrees that Station or its license, parent corporation, dms Broadcasting Ltd. its affiliates, subsidiaries, advertising and promotional partners, any entity involved in the development, implementation, administration, or fulfillment of the contract may contact the participant via mail, email, or telephone for marketing purposes by the Station.