

THE HOWARD STERN SHOW "IMPRESSIONS" CONTEST

OFFICIAL RULES

**No Purchase Necessary To Enter or Win.
A purchase will not increase your chances of winning.
Void where prohibited. U.S. Law Governs.
Open only to legal residents of the United States, D.C., and Puerto Rico,
Age 21 and older.**

HOW TO ENTER. "The Howard Stern Show" is looking for the best audio impression of any well-known individual (i.e.: Celebrity, Stern Staffer, Wack Packer, Staff Relative, etc.), living or dead ("**Original Entry Material**"). Entry is by email only: you must submit (1) the following information: your full name, date of birth, and contact phone numbers (day and night), along with the statement: "*I have read and agree to the Official Rules and the Required Agreements of Contestants, Potential Finalists and Winner,*" and (2) One (1) MP3 only recording (no other digital format accepted) of your impression no longer than ninety (90) seconds in length and no larger than 8MB (eight megabytes) in size (a "**Recording**") (1 and 2 together, your "**Entry**").

Each Entry must be submitted in the name of a single individual and can only include Original Entry Material created and performed by the entrant. Each Entry must be sent via email to contest@howardstern.com with "IMPRESSIONS" in the subject line, starting at 6am ET on February 18, 2014, and must be received by 12:00 Noon ET on March 13, 2014 (the "**Entry Period**"). Entries arriving after this time, or entries which are incomplete, will be ineligible. Proof of submission will not be deemed proof of receipt. ONLY ONE (1) IMPRESSION PER RECORDING/ENTRY. Multiple entries submitted by a single person permitted but only one (1) Entry per person is eligible to be a "Potential Finalist" (defined below). All Entries become the property of Sponsor and will not be acknowledged or returned.

CONDITIONS OF ENTRY / ELIGIBILITY TO WIN. This contest is open to legal residents of the U.S.A., the District of Columbia, or Puerto Rico who are at least 21 years of age at time of entry, except wherever prohibited or restricted by law. This contest is intended for play in the United States or Puerto Rico only and shall only be construed and evaluated according to United States law. Do not enter this contest if you are not located in the above locations or are not at least 21 years of age. By participating in the contest, you agree: (i) to be bound by these Official Rules, including all eligibility requirements, to be bound by the "REQUIRED AGREEMENT OF CONTESTANTS" and the "REQUIRED AGREEMENT OF POTENTIAL FINALISTS AND WINNER" below; (ii) to be bound by the decisions of Sponsor and its Judges (defined below), which are final and binding in all matters, (iii) that your Original Entry Material is original, not misappropriated, and will not infringe any third party's copyright, patent, trademark, performance, or trade secret, or violate any third party's right of privacy, or entail libel or defamation, (iv) that your Entry will not infringe any third party's contractual rights (including non-competition agreements), (v) that BY ENTERING THIS CONTEST, YOU ARE GRANTING TO SPONSOR, HS ENTITIES (defined below), AND THEIR RESPECTIVE PROMOTIONAL AGENTS, A ROYALTY-FREE RIGHT AND LICENSE TO USE, IN WHOLE OR IN PART, IN PERPETUITY, THROUGHOUT THE UNIVERSE, IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEvised YOUR ORIGINAL ENTRY MATERIAL, FOR THE SOLE PURPOSE OF ADVERTISING AND PROMOTING, OR REPORTING AND EDITORIALIZING UPON THIS CONTEST ("THE LICENSE FOR USE AND RE-USE"), (vi) IF CHOSEN AS A POTENTIAL FINALIST, you will be ready, willing, and will try to be

able, to travel to New York, NY on the dates Sponsor needs you to be present for the final round of competition. Employees of Sponsor and its promotional agents, 112 Inc., "The Howard Stern Show" and Howard Stern Channels (collectively, "**HS ENTITIES**") or their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, and employees of Audible, Inc., and members of their immediate families (e.g., spouses, parents, children, siblings, grandparents) or households (i.e., people who share the same residence at least 3 months a year (whether related or not), and those with home such employee is domiciled), are not eligible to win. Entries that are incomplete or corrupted will not be eligible. Any effort by an Entrant to misrepresent himself or herself, through the use of aliases in an effort to make multiple submissions for consideration for Potential Finalist status will disqualify all entries of such individual. Sponsor and its agents reserve the right to verify eligibility qualifications of any winner. Failure to comply with these Official Rules may result in disqualification. This contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

IF YOU ARE SELECTED AS A POTENTIAL FINALIST, TRANSPORTATION TO-AND-FROM AND ACCOMMODATIONS IN NEW YORK, IF NECESSARY, FOR YOU TO ATTEND THE FINALS SHOW, IS NOT INCLUDED IN THE PRIZE, BUT WILL BE PAID FOR BY SPONSOR. See also "Required Agreement of Potential Finalists and Winner" below for more on travel and accommodations.

SPECIAL PUBLICITY NOTICE. By entering this contest you grant to Sponsor, to HS Entities, and their respective promotional agents, THE LICENSE FOR USE AND RE-USE (defined above), without further compensation. See also "Required Agreement of Potential Finalists and Winner" below, for more. Even though you consent to the above, Sponsor has no obligation to do any of it.

PRIZE. One (1) Grand Prize will be awarded in the amount of \$5,000 in the form of a company check. Grand Prize is non-transferable. In no event shall more than the number of stated prizes be awarded. PRIZE WILL BE AWARDED AS LONG AS THERE ARE A SUFFICIENT NUMBER OF ELIGIBLE ENTRIES TO BE JUDGED. All federal, state, local and other taxes, costs and expenses relating to the use, acceptance and possession of the prize are the sole responsibility of the Grand Prize winner. Winner should seek his/her own tax counsel.

Grand Prize winner will be required to sign and return to Sponsor an IRS Form W-9 for the value of the prize, prior to and as a condition of acceptance of prize, within 5 days of notification of Grand Prize winner status or prize will be forfeited and an alternate winner selected.

ODDS. Odds of winning depend upon the number and quality of the eligible submissions received during the Entry Period, including each entrant's ability to successfully fulfill the judging criteria below and appeal to the Judges Panel. This contest is being advertised (1) on the radio at Sirius Radio channels 100 and 101 (and on XM Radio as part of "Premier" and "All Access" packages), and on SiriusXM Internet Radio channels 100 and 101, (2) on the Internet at www.siriusxm.com, (3) in any other venue that Howard Stern and his staff members might choose to mention it, and possibly (4) by unsponsored and sponsored members of the public in social media and online communities.

JUDGING. All Entries will be judged by a panel of judges (the "**Judges Panel**") made up – at a minimum – of the following: Its leader will be Howard Stern, and the panel will contain a mix of "Howard Stern Show" staff, staff of the HS Entities, on-air talent, and possibly special guest(s) from the Show(s) or the Finals Show. Judging at any stage may also

include – as one (1) total vote added to the other Judges Panel votes -- a polling of the listening audience, which may be, at Sponsor’s sole discretion, through (A) a polling of telephone callers who get through to “The Howard Stern Show” during a designated window of time to be announced by Sponsor, or (B) a polling of listeners who vote through the Internet at a website (which may include www.howardstern.com) or through social media during a designated window of time to be announced by Sponsor. While Sponsor may enable the public to vote on Potential Finalists or the winner, it has no obligation to do so.

To Produce Potential Finalists: The Judges Panel, will select up to four (4) finalists (each, a “**Potential Finalist**”) from among all eligible Entries received during the Entry Period, solely on the basis of the Recording submitted, using the following criteria: 50% based upon vocal accuracy of the impression (on a 50-point scale), 25% based on entertainment value and humor (on a 25-point scale), and 25% based upon content of the impression (on a 25-point scale). On the first tier of judging, a tie will be broken based upon the highest score in entertainment value and humor. If a further tie exists, such tie will be broken by a re-judging of the tied entries on the second tier of judging, based on the content of the impression only.

Potential Finalists will be selected on or around April 10, 2014. ALL PRONOUNCEMENTS OF POTENTIAL FINALIST STATUS WILL BE AWARDED AS LONG AS THERE ARE A SUFFICIENT NUMBER OF ELIGIBLE ENTRIES.

ALTHOUGH “THE HOWARD STERN SHOW” WILL SELECT UP TO FOUR (4) “POTENTIAL FINALISTS,” NOT ALL OF THOSE POTENTIAL FINALISTS WILL BE “ON AIR” TO PARTICIPATE IN DETERMINING THE WINNER. ALL POTENTIAL FINALISTS ARE EXPECTED TO TRAVEL TO NYC FOR THE DATES THEY ARE NEEDED. IF YOU ARE A POTENTIAL FINALIST, YOU MAY OR MAY NOT BE NOTIFIED – IN ADVANCE OF YOUR TRIP TO NYC -- THAT YOU WILL BE PARTICIPATING “ON AIR,” SO COME PREPARED TO PARTICIPATE “ON AIR” OR IN STUDIO ONLY. The manner of judging of the Potential Finalists in NYC will be announced following the selection of the Potential Finalists.

To Determine The Winner: The chosen Potential Finalists will be judged in person, at a taping of the Finals Show in NYC on or about April 30, 2014 (date subject to change) by the Judges Panel, but the chief deciding judge will be Howard Stern.

The Prize will be awarded within 60 days after receipt and verification of completed prize notification.

PRIVACY NOTICE / MARKETING. By entering this contest, any personal information you submit will be disclosed only to the Sponsor, HS Entities and their respective promotional agents and will be used only by Sponsor consistent with Sponsor’s privacy policy. Sponsor may use your personal information, including postal and e-mail addresses, to contact you regarding our goods and services and any other offers and/or promotions that we believe might be of interest to you. (If you have previously asked us not to send you promotional emails, your entry into this promotion will cause you to receive emails related only to this promotion.) **Special Note:** We will make no use of your telephone number or date of birth as a result of your Entry except to contact Potential Finalists and to verify your eligibility to enter. This promotion may be advertised on Facebook but entrants will be providing information to Sirius XM Radio Inc. and not to Facebook. Be sure to read the SiriusXM Radio Privacy Policy at www.siriusxm.com/privacy.

GENERAL CAUTION/RELEASE. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. SPONSOR SHALL HAVE NO LIABILITY WHATSOEVER IN THE EVENT OF THIRD-PARTY ENTRY SUBMISSIONS. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this contest, or if technical difficulties or technical corruption (including a computer virus or system malfunction), or postal disruptions compromise the integrity of the contest, Sponsor reserves the right to terminate the contest and select potential Grand Prize winner from among all eligible entries received prior to termination. Should the contest be terminated prior to the end of the Entry Period, notice will be posted at www.siriusxm.com. Any attempt to deliberately damage the content or operation of this contest is unlawful and subject to legal action by the Sponsor and its agents. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, HS Entities, their respective promotional agents, and those working on their respective behalves, Audible, Inc., Facebook, and all other businesses involved in this contest, as well as each of their respective employees, officers, directors, agents and representatives, successors and assigns ("**Released Parties**"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to your participation in this contest or the awarding, acceptance and use or misuse of a prize. See also "**Release of Liability**" below under "Required Agreement of Contestants."

DISCLAIMER OF LIABILITY. Sponsor shall not be responsible for (i) any typographical or other error in the publishing of the offer or these Official Rules, administration of the contest or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail; (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iv) any injury or damage to an Entrant's computer related to or resulting from participating in the contest; or (v) the failure of any third party to comply with the instructions and proper administration of this contest. You agree that the Released Parties shall not be liable for any injury, including death, loss or damage of any kind caused or claimed to be caused, by participation in this contest, or from the acceptance or use of the prize, including travel and accommodations provided by independent suppliers or Sponsor for the Potential Finalists.

FORCE MAJEURE. In the event Sponsor and its agents are prevented from continuing with the contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or

regulation, or order of any court or other cause not within their control, Sponsor and its agents shall have the right to modify, suspend, extend or terminate the contest.

LAW / DISPUTE RESOLUTION. This contest shall be governed by and interpreted under the laws of the State of New York, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with this contest shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this contest shall take place exclusively in the federal or state courts sitting in New York, New York, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

WINNERS LIST. For the name of the winner, available after April 30, 2014, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this contest, but within 45 days of the above estimated judging date to the Sponsor at the address set forth below, Attention: Promotions Department/Impressions Contest.

SPONSOR. The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020.

This promotion is not sponsored, endorsed or administered by Facebook, nor is Facebook associated with the promotion in any way. Any questions, comments or complaints regarding the promotion must be directed to Sponsor and not to Facebook. Facebook is a registered trademark of Facebook, Inc.

READ FURTHER IF YOU INTEND TO SUBMIT AN ENTRY

REQUIRED AGREEMENT OF CONTESTANTS.

I understand that only one individual may submit an Entry, and fill out the contestant information in section (1) of "How To Enter" above, and I understand that only one individual can be deemed the Prize winner in this contest. It is my responsibility, as contestant, to get whatever permissions are necessary from any third party participants in the Original Entry Material, or third party content providers who might have assisted in the creation of the Recording, or whose materials were used in the production of the Recording, in order to grant the rights granted herein.

Eligibility:

I represent that I have read and complied in every respect with the Official Rules of the contest and that I have committed no fraud or deception in entering the contest and/or in claiming any prize. I agree that if my representations to Sponsor that I was eligible to enter and to win this contest turn out to be false that, in addition to any other remedies that may be taken against me, I agree to return to the Sponsor any prize awarded to me.

I represent that as of the date I entered this contest I was at least 21 years of age, and am not as of the date of my Entry, an employee of Sponsor, 112 Inc., "The Howard Stern Show" and Howard Stern Channels (collectively, "**HS ENTITIES**") or their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, employees of Audible, Inc., or a member of their immediate families (e.g., spouses, parents, children, siblings, domestic partners, grandparents) or households (i.e., people who share the same residence at least 3 months a year (whether related or not)), and am not domiciled with any of the above.

I represent (i) that, my contest Entry is, and, if applicable, anything I do or say in my Appearance (as defined below), will not be misappropriated, not infringe any third party's copyright, patent, trademark, or trade secret, or violate any third party's right of privacy, or entail libel or defamation; (ii) that my Entry, is and, if applicable, anything I do or say in my Appearance will not infringe any third party's contractual rights (including non-competition agreements), and (iii) if chosen as a Potential Finalist, I will be ready, willing, and will try to be able, to appear in person during "The Howard Stern Show" on the dates Sponsor needs me to appear (the "**Finals Show**").

Publicity & License:

I understand that, unless otherwise prohibited by law,

(1) Sponsor and HS Entities and each of their respective subsidiaries and affiliates, and advertising and promotional agencies, and anyone duly authorized by any of them, without limitation ("**Grantees**"), will have the right, and I HEREBY GRANT TO ALL OF THE ABOVE MY EXPRESS PERMISSION (EXCEPT WHERE PROHIBITED BY LAW), TO USE MY ORIGINAL ENTRY MATERIAL AND APPEARANCE IN PERPETUITY, ANYWHERE IN THE WORLD, ON THE RADIO, TELEVISION, THE INTERNET, AND IN SOCIAL MEDIA PLATFORMS (E.G., FACEBOOK, TWITTER, YOUTUBE), AND IN ANY AND ALL MEDIA, WHETHER NOW KNOWN OR HEREAFTER DEvised, FOR ENTERTAINMENT PURPOSES, IN WHOLE OR IN PART (INCLUDING IDENTIFYING ME BY FULL NAME), WITHOUT FURTHER COMPENSATION OR PERMISSION.

(2) If selected as a Potential Finalist, Grantees will have the right, and I HEREBY GRANT TO ALL OF THE ABOVE MY EXPRESS PERMISSION (EXCEPT WHERE PROHIBITED BY LAW), TO USE MY PERFORMANCES IN THE FINALS SHOW, IN WHOLE OR IN PART, AND MY NAME, IDENTITY, DESCRIPTION OF PRIZE WON, HOMETOWN PHOTOGRAPH, LIKENESS, BIOGRAPHICAL INFORMATION, AND/OR TAPED APPEARANCE, PERFORMANCE OR INTERVIEW WITH ME IN PERPETUITY, ANYWHERE IN THE WORLD, ON THE RADIO, TELEVISION, THE INTERNET, AND IN SOCIAL MEDIA PLATFORMS (E.G., FACEBOOK, TWITTER, YOUTUBE), AND IN ANY AND ALL MEDIA, WHETHER NOW KNOWN OR HEREAFTER DEvised, WITHOUT FURTHER COMPENSATION OR PERMISSION, for purposes of advertising or trade in advertising, promoting, and publicizing SiriusXM and "The Howard Stern Show" and their products and services (including without limitation, the contest and similar promotions).

(3) The Grantees have been granted all of the above rights without further compensation due to me or permission required from me.

(4) I agree that I will have no right of approval, no claim to compensation, and no claim (including without limitation, claims based on invasion of privacy, defamation, right of publicity, or tort) arising out of any use, editing, alteration, over-dubbing, blurring, distortion, and the like of my Entry or Appearances, likeness, and biographical information.

Permissions & Assignment:

I understand that it is my responsibility to get whatever permissions are necessary from any third party participants who might have assisted in the creation of my Original Entry Material, or third party sources of material which I may have used in my Original Entry Material.

I hereby grant to the Grantees the perpetual, worldwide, non-exclusive, royalty-free right and license to use and exploit:

(1) My Entry, and the Finals Show, if applicable (each, in whole or in part) and any other performance that the Sponsor or HS Entities might invite me to participate in as a result of having been involved in the contest ("**My Performances**").

(2) To the extent applicable, if at all, any transcripts, audio, video, photographs and other recordings of my appearance on "The Howard Stern Show" (the "**Programming**") in connection with this contest, whether made and/or recorded inside or outside of the studio, or on the telephone with the studio, as such may be renamed, edited and/or re-recorded (collectively, an "**Appearance**").

(3) My name, likeness and voice, portrait, statements (written and/or oral) and biographical information (collectively, my "**Information**"), each of the foregoing rights in connection with (i) my Appearance, the Programming, the contest and the publicity, promotion and marketing of each of the foregoing, other "Howard Stern Show" related programming and The Howard Stern Channels, whether alone and/or in conjunction with other materials, in any and all media (including without limitation, direct exhibition, satellite radio, satellite and cable television, mobile phones, the internet (streaming and/or archiving for download), pay-per-view broadcasts, DVDs and other home video media, recordings for commercial sale and distribution, publishing, physical and electronic newsletters, other e-mails and physical mailings, as "B-roll" material in connection with media and news coverage, as a tie-in with other products and the promotion and marketing thereof, and in any other capacity); and (ii) Sponsor and/or HS Entities and/or "The Howard Stern Show" related advertising, marketing and promotional materials, including product packaging, channel guides, circulars and point of sale materials, whether such materials are produced by Sponsor or a third party on Sponsor's behalf.

I hereby assign to Grantees whatever rights or interest I may have in my Entry, my Appearance, Performances, and the use of my Information, including any rights that I may have to any proceeds arising out of the production, sale, distribution or other uses of the foregoing as part of "The Howard Stern Show" or The Howard Stern Channels.

I understand and agree that my Entry, my Appearance, Performances, and my Information may appear in Programming, video and other products of an adult nature, which may contain the use of vulgar language, embarrassing situations and/or nudity. I hereby waive all moral rights associated with Sponsor's use of the foregoing.

Release of Liability:

In consideration for the opportunity to participate in the contest and possibly get a trip to New York for the Finals Show, if I am chosen as the Grand Prize Winner, I hereby agree, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), to release, and defend, indemnify, and hold

harmless the Sponsor, Audible, Inc., and HS Entities, those working on their respective behalves, Facebook, and all other businesses involved in the contest, as well as each of their respective employees, officers, directors, shareholders, agents and representatives, licensees, affiliates, successors and assigns ("**Released Parties**"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, costs and expenses (including without limitation legal costs and expenses), contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, of any nature, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, including without limitation, relating to copyright and/or other intellectual property rights, rights of publicity, invasion of privacy, defamation, libel, slander and other personal and property rights, which I or any member of my family have, incur or thereafter may have or incur against any of them (collectively, "**Claims**") which may in any way arise out of or relate to my participation in this contest, the operation of the contest, my travel and that of my guest (if applicable) in connection with the contest, the presence in-studio and on Sponsor premises of my invited guests (if applicable), my Appearance, Performance, Information, any of my acts or statements and the use or exploitation of any of the foregoing in any media for any purpose whatsoever, any taxes in connection with my participation in the contest or my receipt of the Prize, any acts, omissions, or the awarding, acceptance and use or misuse of a prize. I agree not to bring or participate in any such Claim against the Released Parties. If I am a Potential Finalist or winner of the contest, I will be solely responsible for obtaining and paying for any life, travel, accident, property or other insurance, if necessary.

Agreement:

I hereby agree as follows: (A) that I am not bound or governed by any contract or agreement the terms of which would prohibit me from appearing for the HS Entities or do anything required of me in the Programming or my Appearance or by the HS Entities; (B) that I will not, in perpetuity, without the written consent of Sponsor or the HS Entities, participate in any interview for publication or broadcast in any media regarding Sponsor or the HS Entities or any of their businesses or prospects, except for incidental references for personal promotion; and (C) that while I may have granted certain rights to Sponsor and the HS Entities and others hereunder, nothing herein will constitute any obligation on the part of anyone to make use of the rights set forth herein.

If chosen as a Potential Finalist or Winner, I agree: (A) that any special requests for My Appearance will not require the HS Entities to incur any additional production expense and that all such expenses will be my sole responsibility; (B) that in-studio guests (if any) and talent may be screened by the HS Entities and refused entry, in their sole discretion; and (C) I have no right to publicize the name, trademark, service mark or related marks or identity of "The Howard Stern Show" or HS Entities, or my Potential Winner status, whatsoever.

I intend my agreement to the Official Rules to be binding upon myself, my heirs, executors, administrators, legal representatives, successors and assigns. BY ENTERING THE CONTEST, I INTEND TO WAIVE LEGAL RIGHTS AGAINST RELEASED PARTIES ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

I AGREE TO SIGN A HARD COPY OF THIS "**REQUIRED AGREEMENT OF CONTESTANTS**" IF REQUESTED TO DO SO BY SPONSOR.

REQUIRED AGREEMENT OF POTENTIAL FINALISTS AND WINNER.

THE "REQUIRED AGREEMENT OF CONTESTANTS" IS EXPRESSLY INCLUDED IN THIS PORTION. BE SURE TO READ IT, ABOVE.

POTENTIAL FINALISTS MUST BE WILLING AND ABLE TO TRAVEL TO NEW YORK, NEW YORK ON OR ABOUT APRIL 30, 2014 (DATE SUBJECT TO CHANGE) FOR AN IN-STUDIO SEGMENT, TO BE TAPED, WHERE EACH POTENTIAL FINALIST WILL BE INTERVIEWED BY HOWARD STERN AND JUDGED BY ONE OF THE JUDGING SCENARIOS AS OUTLINED UNDER THE JUDGING SECTION OF THE OFFICIAL RULES.

If my potential finalist notification is undeliverable, or I cannot be contacted for any reason during the time Sponsor must make contact, or cannot, for any reason, make an appearance on the Finals Show, or if I fail to execute any document required by Sponsor or in the required period, or in the event of non-compliance with these Official Rules, the potential finalist or winner status will be forfeited, and an alternate will be selected by the Judges from the remaining eligible entries if appropriate or if time allows.

Sponsor will provide each Potential Finalist and possibly up to one additional person, in Sponsor's sole discretion, with round-trip coach air transportation to New York, New York (the "**Studio Location**") from a major commercial airport in the U.S. located nearest to the Potential Finalist's primary residence (as determined by Sponsor); provided that Sponsor has the right to substitute ground transportation (i.e. rail) for air transportation at the Sponsor's sole discretion. Sponsor may also choose to cover reasonable travel expenses at Sponsor's discretion if Potential Finalist chooses to make his/her own travel arrangements (i.e. driving a personal vehicle) to studio location. Potential Finalists and their respective "plus-one" (which could include friend, spouse, handler, manager/representative or legal guardian), if allowed by Sponsor, must all travel out of the same city and on the same itinerary. **SPONSOR IS UNDER NO OBLIGATION TO PROVIDE TRAVEL FOR ANY POTENTIAL FINALIST GUEST.** Potential Finalists may be expected to travel in and out of the New York area on same day as show and overnight accommodations may not be included at the sole discretion of the Sponsor. All other expenses not mentioned herein, including without limitation, ground transportation, meals, checked baggage fees, airline seat upgrade fees, airline change fees, additional hotel amenities (if lodging is provided), fuel, tolls, fees and gratuities, are the responsibility of the Potential Finalist. Any costs incurred due to changes to the original itinerary (as approved by Sponsor, in Sponsor's sole discretion) are solely the Potential Finalist's responsibility. Travel and accommodations provided shall not be deemed part of the Prize but part of production costs of the Finals Show. If Sponsor elects to provide hotel accommodations, such shall include a standard room (tourist class) and the tax thereon only, with all other expenses the responsibility of winner and guest.

Being declared the Grand Prize winner does not afford any additional benefits aside from the Prize. Sponsor's only obligation to Grand Prize winner is to award the Prize.

If I am declared the winner, I will have no right to publicize the name, trademark, service mark or related marks or identity of "The Howard Stern Show" or the HS Entities, or my winner status, without the prior written consent of the Sponsor and HS Entities.

If I am declared the winner, Sponsor and HS Entities are under no obligation to use my Appearance in any future broadcasts or shows beyond the Finals Show segment.

If chosen as the winner, I understand and acknowledge and I hereby, for myself, my heirs, executors, and administrators and assigns, do waive and release any and all rights, claims and causes of action whatsoever which I may have against Sponsor, HS Entities, Audible, Inc. and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees and their respective promotional agents, affiliates and subsidiaries, and those working on their respective behalves, Facebook, and each of their respective, officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to my acceptance or use of the prize, including any travel elements (if applicable) provided by Sponsor to participate in the Finals Show.

I AGREE TO SIGN A HARD COPY OF THIS **"REQUIRED AGREEMENT OF POTENTIAL FINALISTS AND WINNER"** IF REQUESTED TO DO SO BY SPONSOR.

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