

## THE OPIE & ANTHONY SHOW'S FIRST ANNUAL "GAY-OFF"

### 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, 21 and older.**

**HOW TO ENTER.** "THE OPIE & ANTHONY SHOW" IS LOOKING FOR HETEROSEXUAL, MARRIED COUPLES (TOGETHER "**CONTESTANTS**") WHO SHOW AN INTEREST IN PARTICIPATING IN THE OPIE & ANTHONY SHOW'S FIRST ANNUAL "GAY-OFF" TO ENTER. To enter -- which is by email only -- you must submit (A) A short paragraph (in 250 words or less) with some background information on your relationship and why you and your partner should be selected as one of the couples to compete in the in-studio "Gay-Off" contest. To guide you in writing your paragraph, see below on "HOW THE OPIE & ANTHONY SHOW'S FIRST ANNUAL "GAY-OFF" WILL BE PLAYED" and "JUDGING OF ORIGINAL ENTRY MATERIAL" (Your paragraph is referred to in these Official Rules as your "**Original Entry Material**"); and (B) the following information: full name of each partner, dates 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 Finalist Couples and Winner*" ((A) & (B) together, an "**Entry**").

Each Entry must be emailed to opieanthony@siriusxm.com, putting "Gay-Off" in the Subject line, starting no earlier than 6:00 a.m. ET on January 22, 2013 to be received no later than 12:00 noon ET on February 1, 2013 (the "**Entry Period**"). Any Entry arriving after this time, or entries which are incomplete, will be ineligible.

Each entry must be submitted personally, by one of the individuals in the marriage. Multiple entries permitted, but only one (1) entry per couple is eligible to be a "Potential Finalist" (defined below). Proof of submission will not be deemed to be proof of receipt. 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, and who are legally married at time of entry. **Sponsor reserves the right to ask Potential Finalists to produce a copy of their marriage certificate, in effect at the date of entry, as proof of marriage.** 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 aforementioned areas and are not at least 21 years of age. BY ENTERING, YOU ARE GRANTING TO SPONSOR AND OTHER GRANTEEES (defined below) A ROYALTY-FREE RIGHT AND LICENSE TO USE YOUR ORIGINAL ENTRY MATERIAL, IN WHOLE OR IN PART, IN PERPETUITY, THROUGHOUT THE UNIVERSE, IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEvised. By participating in the contest, you agree: (i) to be bound by these Official Rules, including all eligibility requirements; (ii) to the "Required Agreement of Contestants" and "Required Agreement of Potential Finalists Couples and Winner" below; (iii) to be bound by the decisions of Sponsor and Judges, which are final and binding in all matters; (iv) that the Entry will not infringe upon Contestant partners' or any third party's privacy or contractual rights (including non-competition agreements), and (v) IF CHOSEN A POTENTIAL FINALIST,

you will be ready, willing, and will try to be able to travel to New York, New York on your own accord on the dates Sponsor needs you to be present for the final round of competition. (See more details at "Required Agreement of Potential Finalists Couples and Winner" below.) Employees of Sponsor, Steven Singer Jewelers, or their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings, grandparents) or household (i.e., people who share the same residence at least 3 months a year (whether related or not), and those with whom such employee is domiciled, are not eligible to win. Entries that are incomplete or corrupted are void and will not be eligible. Any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple submissions 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 from the contest. This contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**SPECIAL PUBLICITY NOTICE.** By entering this contest you grant to Sponsor your express permission (except where prohibited by law) to use in perpetuity your original Entry submission on the radio or television for entertainment purposes, in whole or in part (including identifying you by full name), without further compensation. Also, by entering this contest, if you are selected as a winner, you grant to Sponsor your express permission (except where prohibited by law) to use in perpetuity your Entry and any other on-air performance by you, in whole or in part, your name, identity, description of prize won, hometown and likeness, if applicable, for promotional purposes, in any media now known or hereafter developed, including on the radio, and on television, without further compensation. Even though you consent to all of the above, Sponsor has no obligation to do any of it. See more details at "Required Agreement of Potential Finalist Couples and Winner" below.

**HOW THE OPIE & ANTHONY SHOW'S FIRST ANNUAL "GAY-OFF" WILL BE PLAYED.**

The men will be brought into the studio with their wives one at a time. The other couples will be isolated. A preselected gay male entertainer will also be in the studio with each couple. The male entertainer will perform various "acts" (e.g., tickling, lap dancing, "manscaping," massages, etc) on the husband while his wife looks on. The show will have a list of these "acts," which each man will have to try to fully endure for a shot at the cash Grand Prize. The men will have the option of quitting at any time, and the wives will also have the option of discontinuing the bit on their husband's behalf. In the case of ongoing debate to discontinue the bit or continue the bit, the Judges will make the final and binding decision. The married couple whose husband was able to get through the greatest number of "acts" on the list will be named the Grand Prize Winner. Only one Grand Prize winner will be chosen and the final decision will be made by Opie & Anthony. Opie & Anthony's decision shall be final and binding on all matters relating to this contest.

Prize will be awarded within 30 days after the taping of the Show and determination of Grand Prize winner.

**PRIZE.** One (1) Grand Prize will be awarded in the amount of \$1,500 in the form of a company check. (ARV: \$1,500) Grand Prize is non-transferable. In no event shall more than the number of stated prizes be awarded. ALL PRIZES 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 winner. Winner partners in the marriage should seek their own tax counsel before giving Sponsor directions on the "payee" for the company check. 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 quality of the submissions as they satisfy the judgment criteria and the number of contestants. This contest is being advertised (1) on SiriusXM's The Opie & Anthony Channel 105 (also on the Sirius Premier package at Channel 206), (2) on the Internet at [www.siriusxm.com](http://www.siriusxm.com), (3) in any other venue that Sponsor or Opie, Anthony, or "The Opie & Anthony Show" staff might choose to mention it, (4) by unsponsored and sponsored members of the public in social media and online communities, and possibly (5) via the SiriusXM Highlights e-newsletter that is delivered to approximately eight and a half (8.5) million email addresses.

**JUDGING OF ORIGINAL ENTRY MATERIAL.** All Original Entry Material will be judged by a panel of judges, made up of producers and staff of "The Opie & Anthony Show" and on-air talent (the "**Judges**"), who will select up to three (3) couples as finalists (each couple a "**Potential Finalist**") from among all eligible Entries received during the Entry Period using the following criteria: 50% based on passion for the Show (on a 50-point scale), 25% based on entertainment value of background story (on a 25-point scale), and 25% based on personality as derived from background story (on a 25-point scale). On the first tier of judging, a tie will be broken based upon the highest score in entertainment value of background story. 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 personality derived from background story only.

Potential Finalists will be selected on or around February 7, 2013. ALL PRONOUNCEMENTS OF POTENTIAL FINALIST STATUS WILL BE AWARDED AS LONG AS THERE ARE A SUFFICIENT NUMBER OF ELIGIBLE ENTRIES.

**DETERMINATION OF GRAND PRIZE WINNER:** The chosen Potential Finalists will compete as outlined above (See "HOW "THE OPIE & ANTHONY SHOW'S FIRST ANNUAL GAY-OFF" WILL BE PLAYED"), in person, at a taping of the Show (defined below) in NYC on or about the week of February 11, 2013 (date TBD).

**PRIVACY NOTICE / MARKETING.** By entering this contest, any personal information you submit will be disclosed to the Sponsor and will be used only by us consistent with our 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 has re-registered your address with us for promotional emails and you will have to remember to 'unsubscribe' once more after 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 winners 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 Privacy Policy [<http://www.siriusxm.com/privacypolicy>].

**GENERAL CAUTION.** Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. If, in the Judges' opinion, there are no qualified entries or 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) compromise the integrity of

the contest, the Judges reserve the right to terminate the contest and select winners from among all eligible entries received prior to termination, if any remain. Should the contest be terminated prior to the stated expiration date, notice will be posted at [www.siriusxm.com](http://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. Judges' decisions are final in all matters relating to this contest. 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 or printing of the offer, 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 Entrant's or any other person'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 (defined below under "Release of Liability" at "Required Agreement of Contestants") 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 or redemption of any prize, including travel and accommodations provided by independent suppliers or Sponsor.

**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 winning couple, available after February 15, 2013, 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 date to the Sponsor at the address set forth below, Attention: Promotions Department/O&A First Annual Gay-Off.

**SPONSOR.** The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36<sup>th</sup> Floor, New York, New York 10020. This promotion may be advertised on Facebook but this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**READ FURTHER IF YOU INTEND TO SUBMIT AN ENTRY**

**REQUIRED AGREEMENT OF CONTESTANTS.**

**EACH MEMBER OF THE COUPLE AGREES AS FOLLOWS:**

I understand that only one (1) individual should submit the Entry, and fill out the contestant information in part (B) of Entry above, and I understand that only one (1) individual can be deemed the Prize winner in this contest. It is my responsibility, as contestant/entrant, to get whatever permissions are necessary from my partner and any third parties depicted in the Original Entry Material.

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 on behalf of the couple.

I represent that as of the date I entered this contest I was at least 21 years of age, I was legally married to my spouse, and am not as of the date of my Entry, an employee of Sponsor, "The Opie & Anthony Show" or their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, employees of Steven Singer Jewelers, or a member of their immediate families (e.g., spouses, parents, children, siblings, domestic partners, grandparents) or household (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 submission 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 submission, 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 willing, and will try to be able, to appear in person, at my own expense, during "The Opie & Anthony Show" on the dates Sponsor needs me to appear (on a date during the week of February 11, 2013 (date to be determined ("TBD")), and subject to change) (the "**Finals Show**").

Publicity & License:

I understand that, unless otherwise prohibited by law,

(1) Sponsor and "The Opie & Anthony Show" 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 THEM 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 Winner, Grantees will have the right, and I HEREBY GRANT TO ALL OF THEM 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 Opie & Anthony 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 Recording, or my Appearances, including in the Finals Show, or arising out of any use alteration, illusory effect, or use in composite form of my personal information, picture, photograph, likeness, and biographical information.

Permissions & Assignment:

I understand that it is my responsibility to get whatever permissions are necessary from my partner and any third parties depicted incidentally 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 "The Opie & Anthony Show" 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 "The Opie & Anthony 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 Opie & Anthony Show-related programming and The Opie & Anthony Channel, 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 "The Opie & Anthony Show" and/or The Opie & Anthony Channel - 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 in connection therewith, including without limitation, 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 Opie & Anthony Show" or The Opie & Anthony Channel.

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 acknowledge my permission for the use of my Entry, Appearance, Performances, and my Information in connection therewith. 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 receiving the Prize, if I am chosen as the Grand Prize Winner, I hereby agree, on my own behalf, on behalf of my partner, and on behalf of our heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), to release, and defend, indemnify, and hold harmless the Sponsor, Steven Singer Jewelers and "The Opie & Anthony Show," those working on their respective behalves, 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 Shows, my Appearance, my 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.

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 Opie & Anthony Show" or do anything required of me in the Programming or the Appearance or by "The Opie & Anthony Show;" (B) that I will not, in perpetuity, without the written consent of Sponsor or "The Opie & Anthony Show," participate in any interview for publication or broadcast in any media regarding Sponsor or "The Opie & Anthony Show" 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 Opie & Anthony Show" 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 Opie & Anthony Show" to incur any additional production expense and that all such expenses will be my sole responsibility, unless expressly agreed otherwise by Sponsor or "The Opie & Anthony Show"; (B) that in-studio guests (if any) and talent may be screened by "The Opie & Anthony Show" 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 Opie & Anthony Show," or my Potential Finalist or 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 FINALIST COUPLES AND WINNER.**

POTENTIAL FINALISTS MUST BE WILLING AND ABLE TO TRAVEL TO NEW YORK, NEW YORK DURING THE WEEK OF FEBRUARY 11, 2013 (DATE "TBD" BY "THE OPIE & ANTHONY SHOW") FOR AN IN-STUDIO SEGMENT, TO BE TAPED, WHERE EACH POTENTIAL FINALIST COUPLE WILL PARTICIPATE IN THE "THE OPIE & ANTHONY SHOW'S FIRST ANNUAL GAY-OFF" SEGMENT (THE "FINALS SHOW") AS OUTLINED UNDER THE SECTION OF THE OFFICIAL RULES ENTITLED "HOW THE OPIE & ANTHONY SHOW'S FIRST ANNUAL "GAY-OFF" WILL BE PLAYED."

**SPONSOR WILL NOT BE PROVIDING TRANSPORTATION OF ANY KIND TO THE IN-STUDIO TAPING.**

If my potential winner 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.

Only one Grand Prize winner will be chosen and the final decision will be made by Opie & Anthony. All decisions are final and binding.

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 entries were sufficient to do so. I understand that the approximate retail value of any prize I may win is \$1,500 (the "**Prize**"). I hereby agree to be responsible for all federal, state and local taxes on the Prize I win and understand that I will be receiving an IRS tax form 1099 for its value. I understand that I and my partner in marriage should seek our own tax counsel before giving Sponsor directions on the "payee" for the Grand Prize company check.

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

If I am declared the winner, Sponsor and "The Opie & Anthony Show" are under no obligation to use me or my partner or our Appearances in any future broadcasts or shows beyond the Finals Show on a date TBD the week of February 11, 2013.

If chosen as the winner, I understand and acknowledge and I hereby, for myself, my partner, our 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, "The Opie & Anthony Show," Steven Singer Jewelers and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees and their respective promotional agents, its affiliates and subsidiaries, and those working on its behalf, 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 FINALIST COUPLES AND WINNER**" IF REQUESTED TO DO SO BY SPONSOR.

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