



**Fan Accelerator Agreement
Contest # 1 v.6.13**

This Fan Accelerator Agreement (this "**Agreement**") is made as of May 2, 2014 (the "**Effective Date**") by and between Entercom Communications Corp. ("**Entercom**") and the client identified below (the "**Client**"). **This Agreement incorporates and is subject to the attached Fan Accelerator Terms and Conditions, attached as Attachment A** (the "**Terms**"). This Agreement and the Terms constitute a legal agreement between Client and Entercom governing Client' participation in Entercom's Fan Accelerator advertising program.

A. Client: Jackson County Parks + Rec

Client's Business Address: 22807 Woods Chapel Road, Blue Springs, MO 64015

Client Contact Person: Name, Phone Number and email address of Client Primary Contact Person regarding the Contest:

Name: Marcy Caldwell

Phone Number: 816-503-4831

Email Address: MCaldwell@jacksongov.org

B. The Timing. The term "**Start Date**" means the date the contest described below may first be advertised/promoted. The term "**End Date**" means the date the winner is selected. The dates below are subject to adjustment due to technical needs, delays in obtaining prompt client comments/approvals, changes by Client, failure to provide complete information requested in this Agreement, or as otherwise mutually agreed to. Notwithstanding the dates inserted below, Entercom reserves the right to delay the Start Date of the Contest to that date that is two weeks after the date that Client receives the fully signed copy of this Agreement.

- Anticipated Start Date: May 19, 2014
- Contest will run for 2 Weeks.

C. The Contest. Client hereby authorizes Entercom to administer the following contest ("**Contest**") on Client's behalf on the dates set forth in Section B above:

- The exact name of the Contest will be: The Great Summer Startup
- Enter to win via Client's Facebook page. Entrants must be residents of the state(s) of Kansas or Missouri, "like" Client's Facebook page, and register to enter. Winner(s) will be randomly selected by Entercom to win the Prize (described below).
- Entrants must be (check one): 18 or older or 21 or older to enter this contest.
- Client would like to have entries limited as follows: One entry per email address per contest, OR One entry per email address per day OR No limit on entries (this option may not be available in all markets).
- Entercom will design the Contest page, administer the Contest on the Client's Facebook page, draft and post the Contest rules, collect entries, select the winner, and provide Client with winner information so that Client can notify and deliver the Prize(s) to the winner. Client is solely responsible for contacting all winners and delivering all Prizes to the winner(s) in this Contest.
- This Contest will be a Client contest, administered by Entercom solely as a promotional agency, in accordance with the terms of this Agreement. In no event may any radio station caller letters or monikers be used in connection with advertising or promoting this Contest. In no event may anything associated with this contest state or suggest that Facebook or Entercom (or its radio stations) sponsor or endorse this Contest in any manner.

D. Contest Options. Check the box(es) below and provide the requested information if Client would like to activate any of the following:

- EXTRA CONTEST ENTRIES FOR SHARING WITH A FRIEND. Check this box ONLY if Client desires to enable "Share with a Friend" extra entries to each Contest entrant. This function will allow entrants to get extra entries in this Contest for each person they "share" the Contest link with if that friend "likes" the Client page and enters through the link sent by that original entrant. Entrants will be able to earn an unlimited number of extra entries through "Friends."
- OPT-IN FOR CLIENT CONTACT/MEMBERSHIP. Check this box ONLY if Client desires the entry form to include an "opt-in" to Client's rewards club, email club, text club or other member program. Within 2 weeks after the completion of the Contest, Entercom will deliver an EXCL database to Client of only those entrants who have opted in. If you selected this option, please complete the following blanks:

■ Type of Opt-in: Email

■ Exact Name of Club (if applicable): none

PLEASE NOTE THAT IF ENTERCOM PROVIDES CLIENT WITH TELEPHONE NUMBERS FOR ENTRANTS WHO HAVE OPTED IN, WE HAVE NOT RECEIVED THEIR CONSENT FOR CLIENT TO CONTACT THEM BY TELEPHONE (our consent only applies to solicitations by email or mail or, in some instances, to text them). In order to contact entrants by telephone (other than calling the winner about his/her prize), it is Client's sole responsibility to obtain any and all affirmative consents required by any applicable state or federal laws (including, without limitation, "do not call" laws). Client may not text any entrant unless he/she specifically opts-in to receive texts from Client. **Client understands and agrees that it is solely responsible for ensuring that all emails or texts sent to those who opt-in conform with all applicable laws (including, without limitation, "text to quit" and/or email list removal instructions).**

- BOUNCEBACK COUPON. Check this box ONLY if Client wants a coupon/offer to pop-up after entry in the Contest ("**Client Offer**"). Complete the following blanks with coupon/offer details:
 - Type of Coupon/Offer: Printable Coupon Offer/Promotional Code Both printable and offer code
 - Description of the offer/coupon: TBD

■ Expiration date of offer/coupon:

Please note that we can NOT apply any limits or unique codes to the coupons. They will be printable and reuseable/ distributable by all entrants.

- **SURVEY QUESTIONS.** Check this box ONLY if Client wants to ask one to three survey questions on the entry form. Please note that the survey questions must: (a) be optional...answers may NOT be required in order for a contest entry to be valid in this associated contest, (b) be subject to prior approval by Entercom (in its sole discretion), (c) be simple and not request any detailed financial or personal information that could be deemed overly invasive or personal (for example only: how much credit card debt a person has, a person's place of employment, title and salary, the amount and company they have their real estate mortgage with, etc...) and (d) if Entercom is requested by Client to provide survey responses on an entrant-by-entrant basis (rather than aggregate answers), Client acknowledges and agrees that **Entercom has NOT received (and will not seek) consent for Client to contact entrants by telephone, text nor email, unless the entrant specifically opted in to be contacted by Client by email or by text pursuant to "Opt-in for Client Contact/Membership" above. In all events, Client's sole responsibility to obtain any and all affirmative consents required by any applicable state or federal laws before contacting any entrants (including, without limitation, "do not call," "do not fax" or email spam laws).**

Specific Survey Questions:

1. **Of the Jackson County Parks + Rec sites and attractions below, please the site you have most frequently visited:** SELECT ONE Longview Lake, Blue Springs Lake, Lake Jacomo, Fred Arbanas Golf Course, Missouri Town 1855, Fort Osage, Native Hoofed Animal Enclosure, Frank White Softball Complex, I have not visited any Jackson County Parks + Rec sites
2. **Jackson County Parks + Rec hosts many annual events. Please indicate the event you have most frequently attended:** SELECT ONE Fourth of July Celebration at Longview Lake, Kid's Fishing Derby at Lake Jacmo, National Marina Day at Lake Jacomo, Missouri Town Fall Festival, Missouri Town Spirits from the Past, Dogtober Fest at Kemper Outdoor, I have not attended any Jackson County Parks + Rec events
3. **What is your age?** SELECT ONE 18-24, 25-34, 35-44, 45-54, 55-64, Over 65
4. **Please select your gender:** SELECT ONE Male, Female

E. The Prize. Client hereby irrevocable agrees to provide the following prize for the winner in this Contest ("Prize"):

- Prize Description (in detail): The Great Summer Startup Prize Package, which includes: One (1) Full-Day Pontoon Rental on Lake Jacomo, Blue Springs Lake or Longview Lake, One (1) FOURSOME with Cart at Fred Arbanas Golf Course, Two (2) Night Campground with Hook-Up at Longview, Blue Springs or Lake Jacomo Campground, Four (4) Beach Passes to Longview Lake or Blue Springs Lake, Four (4) Adult Admission Passes to Missouri Town 1855 (excludes special events), Four (4) Adult Admission Passes to Fort Osage (excludes special events), One (1) Complimentary Season Parking Pass to Sand Cinema (Experience Family Movies on the Beach at Longview Lake. Schedule - June 13 (Frozen), June 27 (Finding Nemo), July 11 (Surf's Up), and July 25 (Despicable Me 2)).
- Number of Winners (i.e. prizes to be awarded) (if more than one, must all be the same exact prize): 1
- Retail Value of the Prize: \$569.00
- All restrictions associated with the Prize (include limitations, exclusions, expiration dates, etc...): Prize must be picked up at Jackson County Parks + Rec Admin Office, 22807 Woods Chapel Road, Blue Springs, MO 64018 during normal business hours (8 am - 5 pm).

Client represents and warrants to Entercom that the above Prize information is accurate and complete.

F. Client will Provide:

- Entercom with administrative access to its Facebook page during the duration of the Contest. This will require Client to allow at least one Entercom email address to have permission to become an administrator. Entercom will provide detailed instructions on how to accomplish this. This access will allow Entercom to set up the Contest on one of Client's Facebook tabs and to implement and manage the Contest.
- An advertising purchase with at least one of Entercom's radio stations in the Kansas City market. The amount of such advertising commitment to be as set forth in the agreement between Client and the associated radio station(s). In the event that Client cancels, fails to make payments or reduces its commitment to any such advertising agreement (as permitted by such agreement), Entercom reserves the right (but not the obligation) to suspend or terminate its Services under this Agreement without any liability to Client or any third parties. All advertising (whether on-air, internet radio, online, email blasts or otherwise) provided by or through any Entercom local radio station will be subject to the Entercom Advertising Standard Terms & Conditions available at www.entercom.com (at the very bottom of the webpage through a link), as amended from time to time, which are incorporated into any such advertising agreement by this reference ("Advertising Terms"), except to the extent any such Advertising Terms are inconsistent with the provisions of any writing advertising agreement signed by a local radio station, in which case the terms of that local agreement shall govern.

- The contest rules to be used for this Contest are attached here as Attachment B ("**Official Rules**"). By signing this Agreement, Client acknowledges and agrees that it has been provided with adequate time to have this Agreement, including the Official Rules, reviewed by legal counsel of its choosing and that Client approves of the Official Rules, subject to Entercom's right to insert final dates and make other non-material changes without the need to re-submit to client for further approval.
- Review and approval of the Facebook Contest pages, radio copy, or any other advertisements or materials provided by Entercom (collectively, "**Contest Materials**") within 5 days of receipt (or shorter deadline required by Entercom), such approval not to be unreasonably withheld, conditioned or delayed. Client understands and acknowledges that design, implementation, administration and promotion of this Contest is being offered at this reduced rate because the Contest structure and rules have been standardized. As a result, Entercom may refuse to implement any specific changes requested by Client (such as increase or decrease in minimum age of entry) from its template forms. In the event that Client fails to respond to Entercom's request for review, approval and/or comment by the deadline determined by Entercom (but in no event less than 2 business days), Entercom (at its election and sole discretion) either: (a) postpone the Contest, (b) commence the Contest with the form of Contest Materials delivered to Client, or (c) terminate this Agreement, in which case Client shall still remain obligated to pay the Fee to Entercom (the parties agree that such Fee shall be a reasonable determination of Entercom's damages and shall not be deemed to be punitive).
- Client agrees that it shall provide Entercom with copy/text for any and all advertising or promotion that mentioned the Contest (including, without limitation, in-store POPs and newspaper ads) no less than four (4) business days in advance for Entercom's advance review and approval. It is understood that Client is solely responsible for its advertising and promotion of this Contest and its content thereof (even if copywriting or design services are provided by Entercom); Entercom's review is intended solely to assist Client with ensuring that the advertising and promotion of this Contest complies with the Official Rules and the requirements of this Agreement.
- Client agrees to immediately contact Entercom in the event of any complaint regarding the Contest, so that Entercom can work with Client to address any concerns and communicate with complainant on Client's behalf.
- Client agrees that once this contract is signed, Entercom will commence to undertake significant design and preparation work for the Contest. As a result, this Agreement may not be cancelled by Client once signed.
- Client will be solely responsible for issuing an IRS 1099 for any Prizes valued at \$600 or more won by any person in any calendar year.
- Client represents and warrants that any Client Offer will be available and honored by Client through the expiration date set forth above and on the terms set forth above, except as may otherwise be modified by Client at least two business days prior to the start of the Contest and communicated to Entercom in writing. ***Client acknowledges and agrees that it is solely responsible for reviewing and approving the text of any Client Offer and hereby releases and waives any and all claims against Entercom for any errors (technical, typographical or otherwise) of any kind in connection with any Client Offer.***

G. Client will Receive & Entercom will Provide:

- Facebook App customized to client and Contest offer
- Custom campaign analytics
- Administration of Contest (including, without limitation, advertising/promotion review, drafting of contest rules, collection of entries, selection of winner, and communicating winner contact information to Client).

H. Client represents and warrants that it has read and understands this Agreement and Attachments A and B attached hereto, which are incorporated herein by this reference, and agrees to comply with the terms thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ENTERCOM COMMUNICATIONS CORP.

CLIENT: Jackson County Parks + Rec

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other party in any way. This Agreement shall be governed by and construed in accordance with the laws of the state of Pennsylvania, without giving effect to the conflict of law principles thereof. This Agreement may be executed in one or more counterparts. Any claim arising out of or relating to any error or omission by Entercom with respect to the Contest must be made within 120 days of the Start Date, otherwise, the claim shall be deemed waived by Client. The parties agree to accept and rely upon signatures sent by fax or electronic transmission as if they were originally executed documents.

ATTACHMENT A
TERMS AND CONDITIONS

These Terms, the Agreement, the Attachments attached hereto and the documents incorporated by reference (collectively this “**Agreement**”) constitute the entire agreement and understanding between Client and Entercom regarding the subject matter hereof and supersedes any prior understandings, proposals, representations or agreements, whether oral or written. Capitalized word used in these Terms but not defined have the meaning set forth in the body of the Agreement.

1. The expiration or termination of this Agreement shall not in any way affect: (ii) Client’s obligation for Prize fulfillment or Client Offers; and (ii) indemnification obligations hereunder.
2. Client is required to provide the following to Entercom before Entercom can start building the Facebook Contest Site: (a) allow at least one Entercom email address to have permission to become an administrator (Entercom will provide details on how to do this after this Agreement is signed), (b) High resolution logo, and (c) Any other images that the client would like included.
3. **Prize/Contest Limitations:** Prizes must be simple, not contingent on any factors not disclosed in this Agreement, enough to get something for free (no discounts or coupons), valued at \$10,000 or less, and only type of prize is permitted in this contest (multiple winners OK as long as prize is the same for every winner). Prizes may NOT be picked up at any local radio station studios. Client is solely responsible for notifying winners, verifying eligibility, determining what (if any) documentation is required of the winners (for example, liability release agreements), and arranging for the delivery of all prizes to the winners. Contest must be open to people 18 or older or 21 or older. You may NOT increase or reduce the age of eligibility. **If Client operates any retail location in Rhode Island and the Contest is open to residents of Rhode Island, total Prize value must be less than \$500. If Contest is open to any residents of New York or Florida, total Prize value must be less than \$5,000.**
4. **Representations and Warranties.** Client represents, warrants and covenants to Entercom throughout the Term that: (a) Client has the right, power and authority to enter into this Agreement; (b) the Prize and Contest does not violate any Laws relating to Client’s business or the sale of its goods / services; (c) Client owns all right, title and interest in the tradenames, trademarks, service marks, copyrights and other intellectual property provided by Client or displayed by Client on its Facebook page or website (“**Marks and Content**”) and the right to hereby grant to Entercom a license in the Marks and Content stated in this Agreement; (d) Client’s advertising or promotion of the Contest and Client’s products and services will not constitute false, deceptive or unfair advertising or disparagement under any applicable Laws; and (e) the Marks and the Content do not and will not violate any copyright, trademark, or other intellectual property right or right of privacy or publicity of any third party or any Laws.
5. **Indemnification.** Client agrees to defend, indemnify and hold harmless Entercom and its affiliates and their respective members, managers, officers, directors, employees and agents against any liability, claims, actions, and damages relating to or arising from: (i) Entercom’s licensed use of the Client Marks and Content, (ii) the description of, the use of or the fulfillment of the Prizes and any Client Offer, (iii) the Client’s products or services, arising in any manner whatsoever, including but not limited to any act or omission, whether negligent, intentional, strict liability or otherwise (including without limitation claims based on false advertising, product defects, personal injury, death or property damage); (iv) any breach of any representation, warranty or covenant of Client contained in this Agreement; (v) any local, state or federal governmental entity for unredeemed Prizes or unredeemed cash values of Prizes or any other amounts related to the Prizes under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest (“**Abandoned Property Claims**”); (vi) any changes, copy or text recommended by Entercom that Client fails to implement or that are rejected or requested by Client regarding the Contest or its advertising or promotion (including, without limitation, the Official Rules or Contest Facebook page), and (vii) any failure by Client to comply with federal, state or local laws with respect to the Contest, Prizes, Contest Offer or use of any entrant data provided by Entercom to Client, including, without limitation, sales or use tax obligations. Client shall pay any monies owed to any party, as well as all attorneys’ fees, relating to action(s) or determinations against Entercom with respect to such Taxes or Abandoned Property Claims. The obligations in this section 3 shall survive the expiration or earlier termination of this Agreement.
6. **Disclaimers and Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF CLIENTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ENTERCOM MAKE NO REPRESENTATIONS OR WARRANTY AS TO WHETHER THE CONTEST IS PERMITTED BY ANY LAWS OR REGULATIONS WHICH MAY BE APPLICABLE TO CLIENT AS A RESULT OF CLIENT’S BUSINESS ACTIVITIES OR ANY LICENSES OR AUTHORIZATIONS CLIENT MAY HOLD. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT. EXCEPT FOR INDEMNIFICATION AND PAYMENT OBLIGATIONS UNDER THESE TERMS, UNDER NO OTHER CIRCUMSTANCES SHALL EITHER PARTY’S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE FEE ACTUALLY TENDERED TO ENTERCOM FOR ITS SERVICES HEREUNDER. CLIENT AGREES AND ACKNOWLEDGES THAT ENTERCOM SHALL NOT BE LIABLE TO CLIENT TO THE EXTENT THAT ANY COURT OR REGULATORY BODY WITH JURISDICTION OVER CLIENT DETERMINES THAT THE CONTEST VIOLATED ANY LAWS OR REGULATIONS APPLICABLE TO CLIENT.
7. **Other.** This Agreement can only be changed by a written agreement signed by both parties. If any proceeding or any action at law or in equity, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to receive from the other party, reimbursement for its reasonable attorney’s fees, court costs, and other reasonable expenses relating thereto. The parties are independent

ATTACHMENT B
OFFICIAL CONTEST RULES

(Subject to subsequent changes by Entercom to adjust dates, times and other non-material corrections or revisions)

"The Great Summer Startup"

Official Contest Rules

May 19- June 1, 2014

- A. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- B. ELIGIBILITY:** Entrants must be legal residents of the State(s) of Kansas or Missouri. Entrants must be 18 years of age or older on date of entry. Employees (including, without limitation, part-time or temporary employees) of Jackson County Parks + Rec, Software Provider (defined below) and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies or service providers at any time during the contesting period and the immediate family and other household members (*i.e.*, spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners, siblings (half and full) and the "step"s of each of the foregoing) of each of the above are NOT eligible to enter and/or to win this contest.
- C. ENTRY:** Entrants must be or become a member of the social networking site, Facebook and "like" Jackson County Parks + Rec's Facebook page at <https://www.facebook.com/JacksonCountyParks> by June 1, 2014 at 11:59pm CST. Facebook is free to join. Those who "like" the Jackson County Parks + Rec Facebook page can enter this contest between May 19, 2014 at 12:01am CST and June 1, 2014 at 11:59pm CST ("Entry Period") by completing and submitting the following required contact information: name, address, daytime telephone number and email address. In addition, entrant may be asked to answer additional questions but answering these questions is completely optional and is NOT required in order to be validly entered into this contest. By entering this contest, you authorize the pre-load applicable portions of your Facebook profile into the entry form if you click on the "Facebook Login" button. You will then be required to manually provide all other information on the entry forms. Entrants will also be provided with an opportunity to opt-in for membership/participation in Jackson County Parks + Rec 's email club as part of the entry process but accepting such membership, however, agreeing to receive emails or text messages from us is not a condition of entry into this contest. ***Only one entry per email address per contest day, which runs from 12:00am through 11:59pm.***
- D. HOW TO GET ADDITIONAL ENTRIES:** After entering this contest, entrants will have the option to click the "Share with Friends for more chances to win" button. Those "Friends" who you have selected to invite to enter this contest will then be contacted. If Facebook "friends" of the entrant use the specific invitation link sent as a result of that entrant's entry in this contest, and they opt to "like" the Jackson County Parks + Rec Facebook page and successfully enter this Contest themselves, the entrant who shared the contest with them, will get one (1) additional entry into this contest for each such friend. A person who enters through a link from an entrant inviting them to enter this contest cannot later enter the contest again as a result of a subsequent invitation to enter from a different entrant.
- E. WINNING:** There will be one (1) winner(s) in this contest. On or about June 2, 2014, one (1) entry will be selected at random (subject to eligibility verification and compliance with these contest rules). Notwithstanding anything to the contrary in these rules or otherwise, in no event is Jackson County Parks + Rec required to confirm eligibility or eliminate ineligible entrants prior to selecting the potential winner. In the event that any selected winner is determined to be ineligible at any time, he/she will be disqualified and not entitled to any prize in this Contest, an alternative winner may be selected from among all other entries received, time permitting. In the event that a winner is disqualified or the prize is forfeited at any time for any other reason, we reserve the right (but not the obligation) to select another winner in this contest (in our sole discretion).
- F. PRIZES:** The Great Summer Startup Prize Package, which includes: One (1) Full-Day Pontoon Rental on Lake Jacomo, Blue Springs Lake or Longview Lake, One (1) FOURSOME with Cart at Fred Arbanas Golf Course, Two (2) Night Campground with Hook-Up at Longview, Blue Springs or Lake Jacomo Campground, Four (4) Beach Passes to Longview Lake or Blue Springs Lake, Four (4) Adult Admission Passes to Missouri Town 1855 (excludes special events), Four (4) Adult Admission Passes to Fort Osage (excludes special events), One (1) Complimentary Season Parking Pass to Sand Cinema (Experience Family Movies on the Beach at Longview Lake. Schedule - June 13 (Frozen), June 27 (Finding Nemo), July 11 (Surf's Up), and July 25 (Despicable Me 2)).

This prize is valued at \$569.00. Prize must be picked up at Jackson County Parks + Rec Admin Office, 22807 Woods Chapel Road, Blue Springs, MO 64018 during normal business hours (8 am - 5 pm). Prize will be mailed (if applicable) to verified winner within 30 business days of verification of eligibility and receipt of required documentation (see below) from the winner. Potential winner will be notified at the telephone number and/or email address he or she provided with his or her entry within one week of being selected as a potential winner. We will only be required to leave one message at the telephone number or email to the email address provided by the potential winner in his or her entry into this contest and if no answer or answering machine is reached or the email is returned, we will not be obligated to attempt any further contact. Prize will be released to winner only. The winning entrant may be required to produce documentation evidencing eligibility in this Contest in order to receive the prize, including, without limitation, a copy of a valid United States state or federal photo ID and valid social security number. Winner may be required to sign one or more liability release agreements relieving Jackson County Parks + Rec and others, and their respective parents, subsidiaries, officers, directors, members, managers, employees, agents and from any and all liability with respect to the entrant's participation in this contest and the receipt and/or use of the prize. Any person who refuses to sign or provide any required documentation or agreements by the deadline communicated to the winner will forfeit any and all prizes in this contest. Prizes may be substituted by Jackson County Parks + Rec with prizes of equal or greater value. No transfer or assignment of prize is allowed, except as may be determined by Jackson County Parks + Rec in its sole and absolute discretion on a case by case basis. Winner is responsible for paying all applicable local, county, state and federal taxes on prize based on the estimated retail value of the prize, and may be issued an IRS 1099 form for all prizes won from Jackson County Parks + Rec where the aggregate value of all prizes is \$600 or more in any calendar year.

- G. **OTHER RULES:** Odds of winning depends upon the number of entries received. All times are local Kansas City time (CST). This contest is being conducted using proprietary software owned by a third party ("Software Provider"). Software Provider is not a sponsor of this contest but entrants may be required, as part of the entry process, to agree and consent to its separate Terms of Service and Privacy Policy (both of which would be available via a link during the contest entry process) (collectively, the "Third Party Policies"). While agreement to the Third Party Policies may be required in order to enter this contest, the Third Party Policies are not a part of these contest rules but are a separate agreement between the entrant and Software Provider. With respect to the conduct of this contest, in the event of any conflict between the Third Party Policies and these contest rules, these contest rules will govern. Jackson County Parks + Rec is not responsible for any error or technical malfunctions associated with the www.facebook.com site (and its associated pages) that may affect any entrant's ability to enter, regardless of the cause. All entries become the property of Jackson County Parks + Rec and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, or from ineligible entrants will be void. Entries that are determined to be fraudulent will be void. Incomplete or illegible entries may be disqualified. Inquiries by entrants or potential entrants to Jackson County Parks + Rec (whether in person, by email, or by telephone) regarding the status of their entry or questions about this contest may or may not be responded to and we are not obligated to respond or treat to all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact our desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any Jackson County Parks + Rec or other contest service provider employee in connection with any such inquiry, such information shall not be binding (the sole determining information related to this Contest is as set forth in these contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular entrant over another. Any attempt to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems. Jackson County Parks + Rec or its representative shall be the sole arbiter in all matters relating to the contest and in the interpretation of contest rules. Contest decisions shall be final and no appealable. Entry into the contest constitutes agreement by contestants to abide by these rules. **By participating in this contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless Jackson County Parks + Rec and its contest service providers and representatives and their respective affiliates, parents, assigns, successors, employees, contest sponsors, agents and all others connected with them and this contest ("Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in this contest and the receipt and use of any prize(s) awarded (if any) through this contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by any of the Released Parties and all others connected with them and this contest.** By participating in this contest, entrants hereby consent to Jackson County Parks + Rec's usage of any one or more of the following for any advertising or promotional purpose in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the contest; and the substance of the entrant's entry form submissions. By entering or participating in this contest, entrants understand and agree that Jackson County Parks + Rec may take photographs and/or videotape and/or audiotape any entrant or winner in connection with this contest (before, during or after the contest) and that Jackson County Parks + Rec will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the contest with no compensation to the entrants, including without limitation posting any such photographs, audio and/or videos on its website. Released Parties are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website,

telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or from Jackson County Parks + Rec receiving (accurately or otherwise) a phone call, an email, accessing any website (including any third party website), or for any problem associated with the website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, or prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in this contest. We are not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of Jackson County Parks + Rec, any contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes (including, without limitation, problems with the Facebook page or Facebook itself), whether discovered or suspected by Jackson County Parks + Rec, which, in sole opinion of Jackson County Parks + Rec does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Jackson County Parks + Rec reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this contest with or without selecting winner, and/or provide alternative means of entry or any other changes to these contest rules that Jackson County Parks + Rec deems appropriate under the circumstances. In the event of termination, suspension or modification of a contest, a notice will be posted on the Jackson County Parks + Rec website or Facebook page.** This contest is subject to all applicable laws and regulations and is void where prohibited. Jackson County Parks + Rec reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice.

- H. SPONSOR: Jackson County Parks + Rec, 22807 Woods Chapel Road, Blue Springs, MO 64015.
- I. ODDS OF WINNING: Odds of winning depends upon the number of entries received.
- J. WINNER LIST: For the name of the winner, mail a self-addressed stamped envelope to "The Great Summer Startup" c/o Jackson County Parks + Rec, 22807 Woods Chapel Road, Blue Springs, MO 64015. All requests for winner lists must be mailed and received by June 2, 2014 but prior to December 2, 2014.
- K. Facebook is in no way a sponsor, endorser or administrator of this contest and is not affiliated with Jackson County Parks + Rec or this contest in any manner. Entry information provided in this contest is being provided to Jackson County Parks + Rec, not Facebook.

ENTRANTS IN THIS CONTEST MAY RECEIVE ONE OR MORE BOUNCE-BACK/POP-UP COUPONS OR OFFER CODES FOLLOWING ENTRY INTO THIS CONTEST. USE OF ANY SUCH COUPON/OFFER CODE IS NOT A CONDITION OF ENTRY IN THIS CONTEST AND WILL IN NO WAY IMPACT SELECTION OR WINNING.

ENTERCOM

7000 Squibb Rd
Mission KS 66202
Phone 913-744-3681

DATE: March 26, 2014

FOR: *Jackson County Parks +
Rec: Facebook Accelerator*

Bill To:
Marcy Caldwell
Jackson County Parks + Rec

DUE: 5/1/2014

| DESCRIPTION | AMOUNT |
|---|--------------------|
| FACEBOOK ACCELERATOR: 5/5-5/16/14 Components Include: Custom FB Widget, E-Blast, On-line ads, Banner Ads | 1,500 |
| TOTAL (net amount) | \$ 1,500.00 |

Make check for \$1,500.00 payable to: **Entercom Radio 7000 Squibb, Mission, KS 66202**

Payment is due on or before 5/1/14

If you have any questions concerning this invoice, c contact Tara Ard

913.744.3665

tard@entercom.com

THANK YOU FOR YOUR BUSINESS!