

O'REILLY AUTO PARTS SKI VACATION SWEEPSTAKES
www.rockthiscontest.com

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. **HOW TO ENTER:** Beginning at 12:00 AM EST on **November 4, 2013**, and ending at 5:00 PM EST on **November 21, 2013** (the "Sweepstakes Period") you can enter the **O'REILLY AUTO PARTS SKI VACATION SWEEPSTAKES** (the "Sweepstakes") by visiting www.rockthiscontest.com and following the links and instructions including filling in all requested fields on the entry form including a valid email address. The Sweepstakes is sponsored by O'Reilly Automotive Stores, Inc., 233 South Patterson Avenue, Springfield, MO 65802-2298 ("Sponsor") and administered by Westwood One, Inc., 220 West 42 Street, New York, NY 10036 ("Administrator" or "WWO" and with Sponsor, collectively, the "Parties"). The Sweepstakes is subject to these official rules. By participating, entrants agree to be bound by these official rules and the decisions of the Parties, which shall be final and binding in all respects. To enter the Sweepstakes, follow the instructions on www.rockthiscontest.com (the "Website") during the Sweepstakes Period for a chance to win a 3-night trip to Telluride, CO as described in Section 5 below during the period between December 1, 2013-March 31, 2014 (the "Travel Period"). No responsibility is assumed by the Parties for any technical malfunctions that may occur. You may also enter by texting "Win Telluride" (two words) to 27503 (standard data and message rates may apply). Any method of entry other than the foregoing is void and will not be honored. Only one (1) entry per physical address, e-mail address, cell phone number, or person is allowed. If multiple Internet or text message entries are received from the same physical address, e-mail address, cell phone number, or person, only the first entry received from that physical address, e-mail address, cell phone number, or person will be accepted. No mechanically or electronically reproduced entries are allowed. The use of automatic devices for entry is not valid and may result in disqualification. You must complete and submit all required information to be eligible to enter to win. The Parties are not responsible for entries not received due to difficulty accessing the Internet, service outage or delays, computer difficulties or other technological glitches or for incomplete, illegible, corrupted, or untimely entries, which will be voided and disqualified. All entries will be deemed made by the authorized account holder of the e-mail address or phone number submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning the e-mail address or the domain associated with the submitted e-mail address. All entries submitted become the sole property of the Parties and will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Parties. The Administrator's computer is the official time keeping device for the Sweepstakes. Potential winners may be required to show proof of being the registered user of an account. Entries specifying an invalid, nonworking or inactive e-mail address will be disqualified and ineligible to win. Entries must be received no later than 5:00 PM EST on November 21, 2013 in order to be eligible for a chance to win.

2. **ELIGIBILITY:** Travel must be completed during the Travel Period. The Sweepstakes is open to all legal residents of the 48 contiguous United States and the District of Columbia (collectively, the "Sweepstakes Territory"), twenty-one (21) years of age or older at the time of entry. Employees, officers and directors (including their families and persons residing in the same household) of the Parties and of the Parties' respective members, parents, subsidiaries, and affiliated companies, affiliate radio stations or their licensees, promotional agencies, independent contractors, program suppliers and advertising agencies are ineligible to enter or win the Sweepstakes (such persons, collectively, "Ineligible Parties"). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and void where prohibited. The Parties reserve the right to verify the eligibility of any entrant.

3. **RESTRICTIONS:** The Parties and each of their respective parent organizations, subsidiaries, affiliates, officers, directors, shareholders, agents, representatives, employees, local radio station affiliates or their licensees, promotional agencies or independent contractors (the "Sponsoring Entities") are not responsible for late, lost, misdirected, incorrectly addressed, incomplete, undeliverable or destroyed

entries, or for any: (i) hardware or software failures of any kind, (ii) lost or unavailable network connections, (iii) failed, incomplete or garbled computer or telephone transmissions, (iv) typographical or system errors and failures, (v) faulty transmissions, or (vi) problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, or computer equipment. The Sponsoring Entities are not responsible for any typographical or other errors in the offer or administration of the Sweepstakes, including, but not limited to, errors in the printing or posting of the offer or official rules, the selection and announcement of any winner, or the distribution of any prize. In addition, the Sponsoring Entities are not responsible for any entry not received by WWO on account of technical problems or traffic congestion on the Internet, or at any website participating in the Sweepstakes, or any combination thereof, including, without limitation, any injury (including personal injury) or damage to entrant's or any other person's personal property (e.g., computer) related to or resulting from playing the Sweepstakes (or downloading any material for the Sweepstakes) or other telecommunications malfunctions which may limit an entrant's ability to participate. Either Party may prohibit you from participating in the Sweepstakes or winning a prize, if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, engaging in deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other players or representatives of the Sponsoring Entities. If the Sweepstakes is not capable of running as planned for any reason including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the control of the Parties, that corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, the Parties reserve the right at their sole discretion to void any suspect entries and/or cancel, terminate, modify or suspend the Sweepstakes without prior notice or obligation to any entrant or other third party. In the event the Sweepstakes is suspended, terminated or canceled, winners may be randomly selected from all eligible entries received up to the date of such suspension, termination or cancellation. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE PARTICIPATING IN THE SWEEPSTAKES (INCLUDING WWW.WESTWOODONE.COM AND THE WEBSITE) OR THE WEBSITE OF ANY PARTICIPATING LOCAL RADIO STATION AFFILIATE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PARTIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Entrants are required to provide truthful information and the Parties will reject and delete any entry that it discovers to be false or fraudulent. The Parties will disqualify any entry from individuals who do not meet the eligibility requirements and the Parties will also delete any entry received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

4. SELECTION OF PRIZE WINNER: All qualifying entries in the Sweepstakes will be entered into one random prize drawing. One (1) potential winner, pending verification of eligibility and compliance with these official rules (referred to as the "Grand Prize Winner" or "Winner") will be selected by WWO on or around November 22, 2013, from all eligible entries received. The decisions of the Parties are final and binding in all respects. The Grand Prize Winner will be notified by phone, mail and/or e-mail. If WWO is unable to contact a Winner after a reasonable effort has been made during five (5) business days from the first notification attempt, or any prize notification is returned as undelivered, such Winner may be disqualified and an alternate potential Winner selected (and an alternate to the alternate as many times as may be necessary). Any prize will be awarded subject to verification of eligibility and compliance with these official rules and as long as all qualifications relating to the Sweepstakes are met. If the Grand Prize Winner has not obtained the age of majority in his or her state of residence, then the prize will be awarded to the Grand Prize Winner's parent or legal guardian (as determined by the Parties in their sole discretion). Odds of winning are based upon the total number of eligible entries received. This is a national multi-market sweepstakes in which all entrants will compete with other entrants, including the listeners of multiple radio stations in multiple markets throughout the United States during the Sweepstakes Period.

5. PRIZE: One (1) Grand Prize Winner will receive a three (3) night trip for two (2) people (including the Grand Prize Winner) to Telluride, CO during the Travel Period subject to the exclusions set forth in these rules. The prize includes: (a) roundtrip coach airfare for two (2) to Montrose, CO subject to a Two

Thousand Dollar (\$2,000) cap (inclusive of taxes, tariffs and related fees) with any amount in excess thereof to be paid by the Grand Prize Winner, provided that any Winner who resides within two hundred fifty (250) miles of Montrose, CO will not be eligible to receive the airfare portion of the Prize; (b) three (3) nights' accommodations (room rate only) at a hotel in Telluride, CO selected by the Parties; (c) roundtrip shuttle service between the Montrose airport and hotel; (d) two (2) two-day lift tickets to Telluride Ski Resort; and (e) one (1) Five Hundred Dollar (\$500) Visa Gift Card which may be used at participating retailers. (APV: \$4,300.00). The prizes set forth in sections 5(a)-(d) above must be enjoyed during the travel dates selected by the Grand Prize Winner. All Prizes are subject to the terms and conditions of tickets received thereon as well as blackout dates, holidays and venue hours.

All prizes are based upon availability, substitutions may apply. Actual retail value may vary based on airfare fluctuations and the distance between the departure city and destination. All expenses included as part of the Grand Prize (including without limitation, airfare overages described above, federal, state and local taxes, transportation in the destination city (except for the airport shuttle) and between the Grand Prize Winner's home and airport, incidental charges, meals and gratuities) shall be the responsibility of the Grand Prize Winner. Neither the Winner nor Winner's travel companion will be eligible to receive the difference, if any, between the stated prize amounts set forth above and the actual cost of such prizes. GRAND PRIZE WINNER SHALL ADVISE THE PARTIES OF HIS/HER DESIRED TRAVEL DATES WITHIN THE TRAVEL PERIOD, AND BOOK THE TRIP, WITHIN THIRTY (30) DAYS OF NOTIFICATION OF BEING THE GRAND PRIZE WINNER. IF GRAND PRIZE WINNER FAILS TO DO SO IN ACCORDANCE WITH ALL TERMS AND CONDITIONS OF THESE RULES, THE PRIZE WILL BE FORFEITED AND WWO RESERVES THE RIGHT TO CHOOSE AN ALTERNATE WINNER BY RANDOM SELECTION. Once travel is booked, no changes or cancellations will be accepted. There are no extensions or exceptions. The Sponsoring Entities shall not be responsible for and assume no liability for cancellation or unavailability of flights or hotels. No portion of the prize can be redeemed for cash value, used in conjunction with any other promotion, or transferred. No substitution or transfer of prize is permitted except that WWO reserves the right to substitute a prize of equal or greater value in the event the offered prize (or a portion thereof) is unavailable. WWO may also make substitution(s) of equivalent kind and value if and when necessary. Travel arrangements will be determined by WWO. Grand Prize Winner and guest must travel on the same itinerary. Travel companion must be eighteen (18) years old or older, unless Winner is traveling companion's parent or legal guardian. All travelers and companions must present valid identification prior to ticketing. Airline carrier's regulations apply. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Other restrictions may apply. The event opportunity portion of the grand prize will be awarded at the sole discretion of WWO, which retains the right to cancel or modify that portion of the prize due, without limitation, to time limitation, promotional or regulatory considerations, or other factors. An unforeseen change in event programming or other factors not directly related to the Sweepstakes may result in a change of time and/or place of the prize trip and possibly its cancellation, in which case a prize of at least equal value will be substituted if the prize shall have already been awarded.

6. WINNER NOTIFICATION; CONDITIONS: Grand Prize Winner will be notified by phone, mail and/or e-mail. By entering the Sweepstakes, entrants are agreeing they meet the eligibility requirements stated in these official rules and they are not an Ineligible Party as that term is defined in Section 2 of these official rules. The Grand Prize Winner and the Grand Prize Winner's traveling companion will be required to sign and return, as applicable, an affidavit of eligibility, a liability release and, a travel liability release provided by the Parties within five (5) days of notification and, as may be required, at the Parties' discretion, to complete and sign other forms pertaining to the Sweepstakes before the prize is awarded. In the event any such signed forms are not received by WWO within the specified time period, WWO reserves the right to choose an alternate winner by random selection. The affidavit of eligibility and the liability and travel liability releases serve to, among other things, confirm eligibility and release the Sponsoring Entities from any and all harm, injury or liability of any kind that may result in connection with participation in the Sweepstakes, the acceptance, use, misuse, possession, loss or misdirection of the prize or any typographical or other error in the printing, offering or announcement of any prize. If the Grand Prize Winner is deemed a minor in his/her state of residence, the prize will be awarded in the name of his/her parent or legal guardian. Any person winning over \$600.00 in prizes from WWO will receive an IRS Form 1099 from WWO for the calendar year in which the prize(s) is awarded and a copy of such form will be

filed by WWO with the IRS. All federal, state, and local taxes and any expenses not expressly provided for in these official rules are solely the responsibility of the Grand Prize Winner and such Winner's traveling companion. Except where prohibited by law, the Winner's entry and Winner's and Winner's traveling companion's acceptance of the prize constitutes Winner's and Winner's traveling companion's permission to the Sweepstakes Entities to use the Winner's and the Winner's traveling companion's name, photograph, likeness, statements, biographical information, voice, and address (city and state) for advertising and promotional purposes worldwide and in all forms of media, in perpetuity, without further compensation and is deemed a certification that such entrant meets the eligibility requirements of the Sweepstakes as listed in these official rules and is not an Ineligible Party. BY ENTERING THE SWEEPSTAKES, PARTICIPANTS RELEASE AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES FROM ANY AND ALL LIABILITY OR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE SWEEPSTAKES OR ANY PRIZE WON. Entrants agree that all entries become the property of the Sweepstakes Entities and none will be acknowledged or returned. The Sweepstakes Entities and their designees shall have the perpetual, worldwide right to edit, publish, and use the entries in any way and in any media for trade, advertising, promotional, and/or other purposes as the Parties and their designees may determine without further consideration to entrants or any third party.

7. BINDING NATURE OF OFFICIAL RULES; WAIVER OF CLAIM OF AMBIGUITY: The Sweepstakes are subject to these official rules. By participating, entrants agree to be bound by these official rules and the decisions of the Parties and waive any right to claim ambiguity in the Sweepstakes or these official rules. WWO reserves the right to modify these official rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. If due to circumstances beyond the control of the Parties, any competition or prize-related event is delayed, rescheduled, postponed or cancelled, the Parties reserve the right to cancel or modify the Sweepstakes.

8. SWEEPSTAKES PROVIDED "AS IS": THE GRAND PRIZE WINNER, THE GRAND PRIZE WINNER'S TRAVELING COMPANION, AND ENTRANTS AGREE THAT THE SPONSORING ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND EACH WINNER AND ENTRANT AGREES TO RELEASE THE SPONSORING ENTITIES FROM, LOSSES, DAMAGES, OR INJURIES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING FROM PARTICIPATING IN THE SWEEPSTAKES OR SWEEPSTAKES-RELATED ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE ACCEPTANCE/POSSESSION AND/OR USE/MISUSE OF ANY PRIZE AND/OR ANY INJURY OR DAMAGE TO ENTRANT'S OR THIRD PERSON'S PROPERTY RELATED TO OR RESULTING FROM ANY PRIZE OR ANY PART OF THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS AGREE THAT SPONSORING ENTITIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND THAT ENTRANT SHALL HOLD SPONSORING ENTITIES HARMLESS AGAINST, ANY LIABILITY FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS AGREE THAT SWEEPSTAKES ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, WHETHER OR NOT FORESEEABLE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF INTERNET WEBSITES USED IN THE SWEEPSTAKES (WWW.WESTWOODONE.COM, THE WEBSITE, AND THE WEBSITE OF ANY PARTICIPATING LOCAL RADIO STATION AFFILIATE) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE AFOREMENTIONED SITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE SWEEPSTAKES, INCLUDING ANY WEBSITES USED IN CONNECTION THEREWITH AND ANY PRIZE AWARDED HEREUNDER, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY THE SWEEPSTAKES ENTITIES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. For the name of the Grand Prize Winner or a copy of these official rules, send a self-addressed stamped envelope to "Winner" or "Official Rules" (specify which) c/o **O'REILLY AUTO PARTS SKI VACATION SWEEPSTAKES, 220 West 42nd Street, New York, NY 10036**. All such requests must be received by December 31, 2013, to receive a response.

10. By use of the Website and by entering the Sweepstakes, you agree to the Terms of Service located at www.westwoodone.com/index.php/terms-of-service and to the use of your personal information as described in the Privacy Policy located at www.westwoodone.com/index.php/privacy-policy.