

**THE GREAT SUMMER OF '08 – SUMMER PROMOTION  
SPONSORED BY CLARKE BROADCASTING,  
HAMMOND FORD AND BLACK OAK CASINO**

**NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.  
VOID WHERE PROHIBITED.**

- 1. ELIGIBILITY:** The Promotion is offered and open only to legal residents of California 21 years of age or older at time of participation. The winner of the **Ford Fusion** must possess a valid driver's license and have proof of or obtain automobile liability insurance and/or any other state automobile insurance requirements as of **September 18, 2008** and prior to taking possession of the prize. Employees, officers and directors of {**Clarke Broadcasting, Hammond Ford and Black Oak Casino**}, any participating promotional companies and prize providers, their respective parents, affiliated and subsidiary companies, advertising and promotional agencies, web masters and web suppliers, and entities involved in the creation of Promotion materials, and members of the immediate family (spouse, children, siblings, parents) or persons living in the same household (whether or not related) of such employees, officers and directors are not eligible. Groups, clubs, organizations, commercial entities, and businesses cannot participate. By participating, you agree to these Official Rules and to all decisions of Sponsor, which are final and binding in all respects.
- 2. PROMOTION PERIOD:** Promotion period begins on May 29, 2008 and ends on September 7, 2008. Grand Prize winner will be selected on September 18, 2008.
- 3. ENTRY:** To enter, participants will need to appear at a Clarke Broadcasting sponsored live jackpot broadcast to spin on the jackpot machine. Pending confirmation of eligibility, participants will win or qualify to win the prize which is revealed on the center row of the window of the jackpot machine. Any participant that lands on the line indicated as "Qualify for a chance to win a **Ford Fusion**" will be entered into the Grand Prize drawing to win a new **Ford Fusion** pending confirmation of eligibility ("Qualifiers"). Each contestant will be allowed only two attempt spins on the jackpot machine at each remote location. Only one qualification allowed per entry per person for the Grand Prize. If winner wins a prize on the first attempt, they will forfeit their second spin on the jackpot machine. An attempt constitutes pulling the Jackpot handle one time OR pressing the Spin button one time. In order to win a prize, the exact match of all the required winning logos must appear in the center row of the window of the jackpot machine once all reels have stopped spinning and the appropriate prize-winning coupon and corresponding summary report must be generated by the machine.
- 4. WINNER SELECTION:** Eligibility for the Grand Prize drawing will be limited to an estimated 225 entries obtained by participants who have won entry by spinning the jackpot machine at designated remote events. All Qualifiers, as defined above, will need to be present to win the **Ford Fusion** at Black Oak Casino on Thursday, September 18, 2008. All qualifying entries will gather at Black Oak Casino and the winner will be determined through a process of elimination using a reverse lottery. Each qualifier will receive a ping pong ball with a number on it. Through the process of elimination the last qualifier with a ping pong ball will win the Grand Prize. One winner will be selected to win the **Ford Fusion** on **Thursday, September 18, 2008**. If contestant is not present during drawing period, their entry will be forfeited at that time.

- 5. PRIZE/ODDS/LIMITS ON PRIZES AVAILABLE: Grand Prize:** One (1) Grand Prize will be awarded. The Grand Prize is a 2008 Ford Fusion Valued at: \$23,235.00 (MSRP) VIN#3FAHP08ZX8R254544. Sales tax and license fees not included. Grand prize winner will be solely responsible for all car title, tax, tags, proof of insurance and license and registration fees, emissions inspection, all federal, state and local taxes, insurance, all other fees and expenses not specified herein associated with the receipt and use of this prize vehicle. Winner must provide proof of insurance and a valid driver's license and must take delivery at a dealership and time specified by **Hammond Ford**. All obligations must be met before contestant takes possession of the truck. The winner will accept the chosen prize vehicle "as is." Released Parties accept no responsibility for repairing any real or supposed damage to the prize car from this contest. If the Grand Prize is not available at sweepstakes end including vehicle color, a substitution of equal or greater value will be made at the Participating Station choice. Neither the Participating Station nor the other sponsors have made or are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Grand Prize vehicle, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the vehicle. Any additional car options not specified herein are subject to availability and will be the responsibility of the Winner. The odds of being selected as a Contestant depend on the number of eligible entries received. Prizes are not transferable and may not be given, bartered, sold, or exchanged for another prize. The prizes are expressly limited to the item(s) listed above. All taxes on any prize awarded are solely the responsibility of the winner.

The winner of the Ford Fusion will arrange for pickup with Hammond Ford located at 13254 Mono Way in Sonora, California. Any other prizes given away can be claimed at Clarke Broadcasting between regular business hours, Monday through Friday, 8:30am to 5pm, located at 342 So. Washington Street in Sonora, California.

- 6. GENERAL CONDITIONS:** Decisions of Clarke Broadcasting, Hammond Ford and Black Oak Casino with respect to this contest are final. Potential winner(s), if any, will be required to complete, execute and return a Liability Release, and where lawful, a Publicity Release within fourteen (14) days of the date of the win. In the event winner fails to timely return documents, or prize is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result. If winner is ineligible, an alternate winner may be selected by a random drawing. By accepting a prize, where permitted by law, potential winner grants to Sponsor and Sponsor's designee, (which grant will be confirmed in writing upon request of Sponsor), its parents, subsidiaries and related companies, and those acting pursuant to the direction of Sponsor, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, the winner's full name, photo, picture, portrait, or other likeness, voice and *indicia of persona*, and biographical information as news or information, and for advertising, trade, and promotional purposes without additional compensation or consideration, and without notification, review or approval.

**Each participant, as a condition of participating, releases and agrees to indemnify and hold harmless Sponsor, the prize provider, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Promotion related activity, or participation in this Promotion.**

**The winner shall bear all risk of loss or damage to his/her prize after it has been delivered.**

Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods.

Clarke Broadcasting, Hammond Ford and Black Oak Casino reserve the right to make changes in the rules of the contest, including the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Clarke Broadcasting, Hammond Ford and Black Oak Casino, any competition or prize-related event is delayed, rescheduled, postpones or cancelled, Clarke Broadcasting, Hammond Ford and Black Oak Casino reserve the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

#### **8. LIMITATIONS OF LIABILITY:**

a) Any attempted participation by means other than those permitted by these Rules, is void. Sponsor and any participating promotion agencies or prize providers will not be responsible for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries; or any technical error or failure, or unauthorized human intervention, or for the inaccurate capture of entry or other information, or the failure to capture any such information. Sponsor is not responsible for contacting any participant if that participant has changed contact information and failed to provide Sponsor with the proper contact information when such information is required.

b) Neither Sponsor nor any participating promotion agencies or prize providers are responsible for any incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damaged, misdirected entries, incomplete or inaccurate capture of entry information (regardless of cause) or equipment malfunctions which may occur with the jackpot machine. If, for any reason, the Promotion is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right to terminate, modify or suspend this Promotion, in whole or in part, and if possible, to select the Contestants from entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion.

**IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE**

LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

c) Clarke Broadcasting, Hammond Ford and Black Oak Casino are not responsible for typographical or other errors in the printing, the offering or the administration of the contest, or in the announcement of a prize.

- 9. MISCELLANEOUS:** This Promotion is subject only to the laws of California in the United States. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Copies of the written contest rules and a list of winners (when complete) are available during regular business hours at Clarke Broadcasting offices between the hours of 8:30am to 5:00pm Monday thru Friday at 342 So. Washington Street in Sonora, California.

- 10. ARBITRATION/CHOICE OF LAW:** Except where prohibited, participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflicts of law doctrine.