

Contest Name: Gas Pump Payoff (the "Contest")

Station: KDWB (the "Station")

Station Address: 1600 Utica Ave S, Suite 400, Minneapolis, MN 55416

Telephone: 952-417-3000

Clear Channel Broadcasting, Inc., its subsidiaries and affiliated companies (the "Company"), will conduct the contest substantially as described in these rules, and by participating, each participant agrees as follows:

1. Description of Contest/Participation.

A. Dates of Contest: The contest will begin on or about August 4, 2008, and end on or about August 29, 2008.

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING.
Void where prohibited. Odds of winning depend upon the number of participants.

B. How to Enter: Register by being the 10th caller when you hear the cue to call at 651-989-KDWB (5392) at 7:20am, 11:20am, and 5:20pm. PLUS a bonus time on Thursdays at 3:20pm. Valid contest entries must contain all information requested. Incomplete and/or multiple entries will be disqualified. The Station will select one listener per call in time as described below. Call the Station's contest line at 651-989-5392 to win. If the entrant does not call in within the allotted amount of time the entrant will automatically be disqualified. The Station reserves the right to select an alternate entry to announce at the time, in its sole discretion.

C. How to Play: When you hear the cue to call in to play Gas Pump Payoff, call the Station's contest line at 651-989-5392. The Gas Pump Payoff begins and the caller will hear various cash dollar amounts announced in random order. The object of the game is for the caller to say "stop" before the sounder of an empty gas pumps sounds. The caller must say stop between cash dollar amounts and not during the calling of these amounts or numbers. The amount heard after the caller says stop is the winning amount of the caller's prize. If the sounder goes off before the caller says stop then the contest will end and the caller will not win a cash prize.

D. Other Requirements: Winner will not qualify if he/she has won a prize from the station within the last 30 days.

2. Prize(s). The prize(s) that may be awarded to the eligible winner(s) is: a Super America gas card in the increments of \$25.00 per card.

The prize will vary in amounts between \$25.00 and \$600.00.

If a winner is disqualified, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. Winner(s) must present state authorized identification prior to being awarded the prize. All prizes or prize vouchers must be redeemed from the Station within 60 days of the contest end date unless stated otherwise in these official rules. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

3. Eligibility and Limitations. Participants and winner(s) must be U.S. residents at least 18-years old as determined by the company and reside in the Station's Total Survey Area (TSA). A parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Only one (1) prize per household for this contest. Only one (1) prize per household from any of the

Company's stations within any thirty (30) day period. Employees of the Company, this contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. Telephone and Delivery Disclaimer. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entry forms in a register-to-win contest must be handwritten. No photocopies or mechanical reproductions of entry forms is permitted.

5. Publicity: Use of Personal Information By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

6. Release. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

7. Taxes. Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferrable or redeemable for cash. Any person winning over \$600 in prizes from a Station will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

8. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Miscellaneous. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Station(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or mail a written request with a stamped, self-addressed return envelope to the Station's address, listed above. All entries become the property of the Company and will not be returned. To be removed from our direct mail, email or fax lists, visit the main office of the Station during regular business hours, or send a self addressed stamped envelope with contest name to Clear Channel Radio Contesting, 1906 Highland Avenue, Cincinnati, OH 45219.

10. Compliance with Law. The conduct of this contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the contest, etc. as required by local and state law.