

Contest Name: Top Singer (the "Contest")

Station(s): WSKS/WSKU (the "Station")

Station(s) Address: 239 Genesee Street, Utica, NY 13501

Telephone: 315-797-0803

Keeler Show Business Office/Studio: 1900 Genesee Street, Suite 302, Utica, NY 13502

Keeler Show Business Phone: 315-266-0250

The Keeler Show/David Todd Productions, Inc., its subsidiaries and affiliated companies (together, 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 4/15/2007 and end on or about 5/24/2007.

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Void where prohibited. All decisions of the judges will be final.

B. How to Enter:

All entrants must complete an official application and provide valid identification at the audition.

Register at one of the Keeler In The Morning audition appearances by completing an official entry form. Listen to the Station for times and locations of the auditions. Auditions will be scheduled on a first come first serve basis. Each entrant will be allowed to perform a song between 30 seconds and 5 minutes of length at the audition. The song of their choice can be sung a cappella or with a music bed (no duets or groups performances allowed). All minors must be accompanied by a parent or legal guardian. A total of 12 qualifiers will be selected to participate in the semi-final event. Qualify on the Keeler in the Morning Show from April 16 through May 2, 2007. Open Audition at Waterfront Grill in Herkimer at 7:00 pm on Wednesday, May 2, 2007. Final Audition will be held at Babes in North Utica on Thursday, May 10, 2007 at 8pm. The final 12 will be announced on the Keeler Show at 7:30 on May 11, 2007. The final 12 will compete at Babes in North Utica on May 17, 2007. On May 18th, the final 8 will be announced on the Keeler in the Morning Show. The final 8 will compete at Babe's in North Utica on Monday, May 21, 2007. On May 22, 2007, the final four will be announced on the Keeler in the Morning Show. On May 23, 2007, the final four will compete at Rt. 69 Steakhouse. On Thursday, May 24, 2007 the winner will be announced on the Keeler in the Morning Show.

Judging:

Judging criteria will be based on Presentation, Vocal Quality, Accuracy, Interpretation and "IT" factor. Judges will select individuals on a majority vote as to who will be sent to the Quarterfinal round immediately following the first audition. Judges for the Semi-Finals will select individuals based on Presentation, Vocal Quality, Accuracy, Interpretation and "IT" factor. The decision of the 12 quarter-finalists from the audition will be announced on April 26, 2007 with Keeler In The Morning. All decisions of the judges are final.

Quarter-Finals:

Between May 1, 2007 to May 3, 2007 the 12 quarter-finalists will compete during live morning show broadcasts on the Keeler In The Morning Show at the Keeler Studios. Four quarter-finalists will be chosen at random to perform each day. A panel of judges will judge the quarter-finalists on the criteria posted above using with a numerical scoring system based on individual categories. At the end of the quarterfinals (May 3, 2007) the four quarterfinalists with lowest judges scores will be eliminated. The eight contestants with the top scores will become eight semi-finalists

Semi-Finals:

On May 10, 2007 and May 17, 2007 the 8 semi-finalists will compete during live morning show broadcasts on the Keeler In The Morning Show at the Keeler Studios. Four contestants will be chosen to compete at random on Thursday, May 10, 2007 and four contestants will be chosen to compete at random to compete on Thursday, May 17, 2007. A panel of judges will judge the semi-finalists on the criteria posted above using a numerical scoring system based on individual categories.

On May 10, 2007 and May 17, 2007 the Station also post the names of the respective weeks performers on the station website at www.cnykiss.com. Listeners will follow links on station website to cast a vote to determine who should advance to the final round. The online vote will count as one "judges" vote. Listeners must be a member of the KISS O.P.P. to be able to vote. Links to register are on the station website at www.cnykiss.com. Voting is limited to one vote per verified email address. If a finalist receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Station reserves the right to disqualify the finalist in its sole discretion. All decisions of the judges will be final and no requests for additional considerations will be acknowledged at anytime.

Deadline to vote on the May 10th performers will be May 14, 2007 at 12:00pm. Deadline to vote on the May 17th performers will be May 21, 2007 at 12:00pm. The top two vote getters from each week will advance to the final event. The finalists will be announced on the Keeler In The Morning Show.

In the event of a tie between two or more contestants, the Station will conduct a runoff the following business day until there is a winner.

Finals:

The Finals will take place on Wednesday, May 23, 2007 at Route 69 Steakhouse on Oriskany Boulevard in Whitesboro, NY. The four finalists who advance will perform one song each. The same judging criteria will be used with a numerical scoring system based on individual categories. Finalists must be present to win. If a finalist is unable to attend

the final event then the finalist will be disqualified. The grand prize winner will be announced on the Keeler In The Morning Show on Thursday, May 24, 2007.

2. Prizes. The prize(s) that may be awarded to winners are:

Grand Prize: Keeler In The Morning/David Todd Productions will award the grand prize winner: A recording session for 3 hours at David Todd studio, a mastered CD for the winner plus 500 duplicated CD's, \$1000 in advertising from the Keeler Show/David Todd Productions to promote the CD, a CD cover photo shoot from NL Ford Photography.

Current total approximate prize value: \$1500

All prizes awarded by Keeler In The Morning/David Todd Production. Keeler In The Morning/David Todd Productions reserves the right to expand the prize categories in the Contest. Any additions to the prize categories will be posted on the Keeler In The Morning website and will change the current total prize value accordingly.

3. Eligibility and Limitations. Participants and winner(s) must be U.S. residents at least 16-years old as determined by the Company and reside in the Station's Total Survey Area (TSA).

You are ineligible if, as of the date of your audition, you have any type of contract for talent representation (for example, a talent agent or manager), a music recording contract, an acting contract, a merchandising agreement, or any other contractual arrangement that would prohibit you from entering into a management contract, recording contract, talent contract, acting contract and/or merchandising contract.

A parent or guardian must accompany and sign a release on behalf of any participant who is a 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) entry per person. Only one (1) prize per household for the Contest. For prizes valued under \$600, only one (1) prize per household from this station within any sixty (60) day period.

Employees, shareholders, officers, directors, agents, representatives, and their immediate family members and those living in the same household of participating television stations, advertising agencies, corporate sponsors or any person or entity connected with the production, administration or judging of the auditions, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives are not eligible. Employees of the Company, the 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. The audition process. Persons who pre-register will be auditioned first. The Station cannot guarantee that you will be seen for an audition. PLEASE BE COURTEOUS TO OTHER PEOPLE IN LINE. The Station reserves the right to refuse auditions to anyone due to unruly behavior and/or unsportsmanlike conduct.

Please bring one form of identification that show proof of your age (for example, a birth certificate and driver's license or a birth certificate and a passport or a birth certificate and a school ID card). If you are under 18 years of age, you must be accompanied by your parent or legal guardian. If you are accompanied by a legal guardian (as opposed to a parent), your legal guardian must bring proof of guardianship.

5. Telephones and Delivery Disclaimer. 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.

6. Publicity; Privacy. By participating, 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, 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.

7. 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.

8. 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 transferable, redeemable for cash or exchangeable for any other prize. 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.

9. Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. The Company reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. 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, technical, electronic, communications, telephone, computer, hardware or software errors, 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.

10. Miscellaneous. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. No purchase necessary to participate or win. Void where prohibited. Odds of winning depend upon the number of participants. The Company may substitute prizes of equivalent value, 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. Written copies of these rules are available during normal business hours at the business offices of the Station(s) and by mail upon written request with a stamped, self-addressed return envelope. 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 Contesting, 239 Genesee Street, Utica, NY 13501

11. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) 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.