

**“What Would You Do With the Money You May Save”
Rickey Smiley Morning Show**

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

CONTEST DESCRIPTION:

The **“What Would You Do With the Money You May Save”** contest (“Contest”) will begin on May 5, 2009 and end on June 20, 2009 (“Contest Period”). This Contest will be conducted exclusively online. Five (5) weekly winners will be awarded a cash prize of \$503.

Contest Weeks – Nine (9) weeks
5/4, 5/11, 5/18, 6/8, and 6/15

HOW TO ENTER:

Legal residents of the U.S. who are 18 years of age or older will be able to take part in this Contest. To participate in the Contest, participants must do the following:

1. Contestants will be directed to submit a short message of one hundred fifty (150) words or less, that explains what they would do with the money they may save if they were to switch to Allstate Insurance.
2. Contestants must submit their entries to the Rickey Smiley Morning Show at rickeysmileymorningshow.com.
3. Upon entering the Contest website, participants are to follow the on-screen instructions, including entering their name, address, phone number, email address, and additional contact information, as requested, to register for a chance to win.
4. All Internet entries must be received by 5pm EST on the Friday of each contest week, or they will be void.
5. One entry per person (or loyal listener club member) per day per email address during the Contest Period.
6. In the event of a dispute regarding the identity of a participant’s online entry, the entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made.

ELIGIBILITY RESTRICTIONS:

1. The Contest is open only to legal residents of the United States who are 18 years of age or older at the time of contest registration.
2. Employees of The Rickey Smiley Morning Show, Radio One, Inc., Allstate, their respective subsidiaries, affiliates, parent companies, general sponsors, promotional partners, and members of the immediate families (defined as spouse, child, sibling, parent, or grandparent), and members of the households (whether related or not) of any of the above are NOT eligible to participate or win in this Contest.
3. Persons who have won a prize in another contest or promotion of any kind from the Rickey Smiley Morning Show within the thirty-day (30) period immediately preceding the start date of this Contest are not eligible to participate.
4. Contestants agree to abide with any applicable federal, state, local laws and regulations.

PRIZES:

1. If a winner is unable to accept the prize, the prize will be forfeited in its entirety.
2. Prize package will include the following:
 \$503 in the form of a check. One (1) \$503 check for each of the five (5) weekly winners.
3. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Radio One, Inc. management in its sole discretion.
4. In order to receive their prizes, all Contest winners must sign and date official Radio One, Inc. release and waiver forms as requested. Failure to do so will result in the winner's forfeiture of the prize.
5. All cash prizes won will be awarded in the form of a check.
6. Prizes will be awarded only upon winner verification and final approval by Radio One, Inc. Each winner or selected entrant will be notified by email, mail and/or phone within five (5) days after being selected (e.g., date of drawing). Each winner or selected entrant will then have five (5) days to respond with their information. Radio One, Inc. will then send prizes or prize-verification information via the U.S. Mail. If the winner or selected entrant is unable to be contacted within five (5) days after being selected (e.g. drawing date), is ineligible, fails to

claim a prize or fails to return completed and executed release forms and affidavits, if applicable and as required by Radio One, Inc., or if the prize notification or prize is returned undeliverable, that prize will be forfeited and if time permits, at the discretion of the contest sponsor / and or contest administrator, an alternate entrant will be selected as the winner by random drawing from among the remaining entries.

EXECUTION:

1. During the Contest Period, eligible participants will be encouraged to take part in the Contest by registering online through the Rickey Smiley Morning Show website at rickeymileymorningshow.com. After completing the registration process, qualified entrants will be eligible for a chance to win one of the nine weekly prizes.
2. Each weekly prize drawing will take place on the following Monday. The winner will be selected by random drawing from among all eligible entries received.
3. The grand prize winner will be notified by phone and / or by email. The winner will be instructed to submit a signed release form along with a copy of their valid driver's license and will be provided with information for submitting the documents. Radio One, Inc. will email or fax the release form to the winner.
4. Once the winner sends a copy of the signed release and a photo copy of their driver's license via fax or mail to Radio One Inc. at the Lanham, MD corporate address, the prize will be shipped to the winner's designated address. The winner's name and their contest entry statement may be read on the air during the following week's "What Would You Do with the Money You May Save" feature on the Rickey Smiley Morning Show if the show management chooses to do so.
5. All decisions made by Radio One, Inc. management regarding any aspect of this Contest are final.

GENERAL CONDITIONS:

1. Winners are responsible for all applicable taxes associated with the receipt of the prize (prizes are not transferable and may not be exchanged).
2. Any person winning over \$600.00 in prize value will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.

3. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state, local laws and regulations.
4. Odds of winning depend upon the number of eligible contestants participating during the Contest Period.
5. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Contest, each participant agrees to comply with these Official Contest Rules and the decisions of the Contest sponsor which shall be final and binding in all aspects relating to the Contest.
6. Radio One, Inc. retains the right to disqualify any contestant if all contest rules are not followed.
7. All Contest winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold Radio One, Inc., Allstate, any other Contest parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Contest participation or the acceptance, possession or use / misuse of any awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.
8. By accepting the prize, the winner acknowledges that Radio One, Inc. and Allstate have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
9. Dates and times of concerts and trips promoted by contest sponsors are subject to change and those changes are deemed to be beyond the control of Radio One, Inc. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. Radio One, Inc. is not obligated to make any effort to find an alternative prize under these circumstances.
10. Any information collected by registering to enter the Contest shall be used only in a manner consistent with these Official Contest Rules.
11. Radio One, Inc. and Allstate, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and

employees are not responsible for the inability of any contestant to complete or continue an internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to participant's or any other person's computer arising from or relating to participation in this Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. In addition, Radio One, Inc. and Allstate, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for late, postage due, lost, misdirected, mutilated, illegible or incomplete contest entries. No mechanically reproduced or automated entries permitted. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the property of Radio One, Inc. and will not be returned.

12. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the promotion is compromised by virus, bugs, worms or unauthorized human intervention, fraud, acts of God, strikes, terrorists acts, criminal acts of third parties, an insufficient number of qualified contest entries, or any other causes beyond Radio One, Inc.'s control which, in the Radio One, Inc.'s sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, Radio One Inc. and Allstate reserve the right to cancel, terminate, modify or suspend the Contest at their sole discretion.
13. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, Radio One, Inc. and Allstate 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.
14. To receive the name of the winners, send a self-addressed stamped envelope for receipt by June 30, 2009 to: What Would You Do with the Money You Would Save, c/o Radio One, Inc., 5900 Princess Garden Pkwy, Lanham, MD, 20706 ATTN: Pam Somers.