



## Official Contest Rules



These rules apply to the Contest listed below. In addition, the General Contest Rules and Standard Terms and Conditions below also apply to this Contest. If there is a conflict between the Official Contest Rules and the General Contest Rules and Standard Terms and Conditions, the Official Contest Rules shall prevail.

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| <b>Name of Contest:</b>   | OPERATION HOMEFRONT VISITS   |   |
| <b>Contest Sponsor:</b>   | BODYARMOR Sports Drink   |   |
| <b>Contest Dates:</b>   | May 30th, 2023 7:25 am PST – June 30 <sup>th</sup> 2023 12pm PST   |   |
| <b>Eligibility Requirements:</b>  | Age: 18+<br>Residency: Must be a resident of CA with proof of residency<br>SSN/TIN: Must have a valid Social Security or Tax Identification Number   |   |
| <b>Restricted Participants:</b>   | <ul style="list-style-type: none"> <li>■ Employees or agents of (i) Sponsor(s), (ii) Co-Sponsor(s), (iii) their respective parent companies, subsidiaries or affiliates, (iv) their service agencies or independent contractors, and (v) other stations in the service area are not eligible to participate.</li> <li>■ Persons involved in the development, production, distribution of materials, or the selection of the winner for this Contest are not eligible to participate.</li> <li>■ Persons who are immediate family or who reside in the same house of any person who is in any of the above categories are not eligible to participate.</li> </ul> |   |
| <b>Participant Entries:</b>   | <b>Entry Method:</b>   | <b>Details of Entry Method:</b>   |
| See General Contest Rules and Standard Terms and Conditions for rules related to each entry method. | <input type="checkbox"/> Telephone Entry   |   |
|   | <input type="checkbox"/> Text Entry  |   |
|   | <input checked="" type="checkbox"/> Online Entry   | Visit <a href="http://www.mega963fm.com">www.mega963fm.com</a> and complete the online contest entry form. Including tell us about your military family text box. |
|   | <input type="checkbox"/> Social Media Entry  |   |
|   | <input type="checkbox"/> Other Method:   |   |
| <b>Entry Limitations:</b>   | <input checked="" type="checkbox"/> One entry per person OR <input type="checkbox"/> Multiple entries accepted<br><br>Contestants may enter once and may only win once. There will be up to 5 winners selected this contest.   |   |
| <b>Prize:</b>   | A two-hundred dollar (\$200) Food4Less gift card.<br><br>Three (3) Cases of BODYARMOR Cherry Lime<br><br>BODYARMOR and MEG 96.3FM Swag Pack<br><br>There is no substitution, transfer or cash equivalent for prizes, except that the Station may, at its sole discretion, substitute prizes or cash of comparable value. The prizes are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.  |   |
| <b>Prize Value:</b>   | Approximate Retail Prize value per winner is \$300   |   |
| <b>Winner Selection Method:</b>   | Station will randomly select one winner each week at approximately 12pm on each Friday. Winners will be drawn from available entries received at that point.<br><br>Winners will be required to provide all information requested including their full name, complete address (including zip code), day and evening  |   |

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|  | phone numbers and date of birth and e-mail address in order to be eligible to win.   |
| <b>Winner Selection Date:</b>                        | Each Friday during the contest period at approximately 12pm.   |
| <b>Notification Method:</b>                          | All prize winners will notified via phone call or email.   |
| <b>Prize Delivery Method and Deadline to Pickup:</b> | <p>Once the winner has filled out the required winner paperwork, the station will coordinate a mutually agreed upon drop off date and time of the prize.</p> <p><b>KXOL will film the drop off for promotional use on station social media sites.</b></p> <p>In the event that a prize is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.</p> <p>All winners must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize</p> |

Redeeming and using the prize(s) in this contest requires the winner(s) (i) to have a valid email address and an app-enabled mobile device capable of downloading and running a third-party mobile ticketing app (e.g., Ticketmaster, etc.); (ii) to install, or have already installed, such mobile ticketing app on their app-enabled mobile device; and (iii) to login into an existing user account or to sign up for a free user account with the third-party operating such mobile ticketing app by completing a form with all required information, including at a minimum first name, last name, and valid email address. THE PRIZE(S) IN THIS CONTEST CAN NOT BE REDEEMED OR USED BY ANY MEANS OTHER THAN THE DESIGNATED THIRD-PARTY MOBILE TICKETING APP FOR THIS PRIZE. INDIVIDUALS WHO DO NOT HAVE A VALID EMAIL ADDRESS, ACCESS TO AN APP-ENABLED MOBILE DEVICE, AND/OR DO NOT COMPLY WITH THE FOREGOING REQUIREMENTS WILL NOT BE ABLE TO REDEEM OR USE THE PRIZE(S) IN THIS CONTEST SHOULD THEY BE SELECTED AND VERIFIED AS A WINNER, WILL NOT RECEIVE A SUBSTITUTE PRIZE, AND SHOULD NOT ENTER THIS CONTEST.

## General Contest Rules and Standard Terms and Conditions

Spanish Broadcasting System, Inc. and/or its affiliates and subsidiaries, (collectively "SBS") through SBS radio stations in various markets throughout the United States as listed in LaMusica.com (collectively each an "SBS Station or SBS Stations") sponsors contests, giveaways, and promotions (collectively each a "Contest" or "Contests") from time to time, awarding prizes to participants ("Contestants"). By participating in any of these Contests, Contestants agree to be bound by the Contest's applicable rules and these General Contest Rules and Standard Terms and Conditions (collectively the "Contest Rules"). These General Contest Rules apply to all Contests conducted by SBS radio stations and websites, including LaMusica.com and all related station websites. Station-specific and website-specific Contests may have their own specific rules which will be set forth in the Official Contest Rules for that particular Contest and will be available at the SBS Station studio and/or posted on the applicable website. If there is a conflict between the Official Contest Rules and the General Contest Rules and Standard Terms and Conditions, the Official Contest Rules shall prevail. Contest Rules are void where prohibited.

**1. NO PURCHASE OR CONTRIBUTION NECESSARY:** Making a contribution to SBS will not increase your chances of winning.

**2. COVID-19 REQUIREMENTS:** The winner(s) and any guest(s), if applicable, must comply with any and all COVID-19 vaccination, screening, testing, safety, and related requirements imposed or required by (if applicable) the SBS Station, the venue, event promoter, sponsors, travel providers, hotels, governmental authorities or others in connection with the receipt, use, and redemption of the prize. Refusal to comply with all applicable COVID-19 requirements will result in forfeiture of the prize and no replacement or alternate prize will be provided. All cancellations are deemed beyond the control of the SBS Station and its sponsors. This includes, but is not limited to, event cancellations due to any pandemic or epidemic constituting a public health emergency, including those subject to government-mandated quarantines, travel restrictions, or stay-at-home orders. The Station and/or its sponsors shall in no way be responsible under any circumstances whatsoever for replacing, and/or for reimbursing any winner(s) with any form of compensation for, any prize(s) or portion(s) thereof forfeited due to the refusal of the winner(s) and/or their guest(s) to comply with all applicable COVID-19 requirements and/the cancellation of any event, nor will any alternate prize(s) be provided.

**3. HOW TO ENTER AND PLAY.** Unless otherwise noted, one entry per person will be accepted. In the event multiple entries are allowed, each entry must be submitted individually. Reproduced or software generated entries of any kind will not be accepted. Any materials submitted become the property of SBS and will not be returned.

**4. ELIGIBILITY RESTRICTIONS.** Unless otherwise specified, Contests are open to all listeners who are 18 years of age or older and who reside in the service area of the SBS Station sponsoring the Contest. Contestants must possess a valid, government-issued ID. Winner must show proof of residency to verify eligibility.

Employees of SBS, its licensee, its parent corporation and their affiliated entities, advertising, and PR agencies, participating sponsors/promotional partners, other radio stations in the service area of the sponsoring SBS Station and the members of their immediate families are ineligible to participate or win.

Unless otherwise specified, Listeners are eligible to win Contests conducted by SBS and/or SBS Stations only once every thirty (30) days and a prize valued at \$600 or more, only once every six months. Only one winner per household (whether related or not) is permitted in any Contest.

**5. PRIZES.** Unless otherwise specified by SBS, all prizes or prize certificates must be claimed at the office of the SBS Station conducting the Contest, Monday-Friday, during regular business hours. Prize or prize certificate must be claimed within thirty (30) days of winning. Failure to claim prize by the specified time will result in forfeiture of the prize.

Unless otherwise permitted by SBS, winner(s) must claim his or her Prize in person, and a Prize cannot be claimed by third parties on behalf of the winner. If a Contest is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the Prize. It is the winner's sole responsibility to claim the Prize or prize certificate within the timeline provided in the Official Contest Rules.

In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its arrival. SBS is not responsible for the safe arrival of a prize or prize certificate.

Prizes are not transferable. Prizes may not be substituted for or redeemed for cash.

The value of each prize is determined by the prize vendor's suggested retail price or by the retail price the prize is currently known to be selling for during the Contest Dates and is subject to change.

**6. SELECTION OF WINNERS.** Contest winners will be selected and notified of their prize in the manner announced by the SBS Station.

Unless otherwise specified, if the winner(s) cannot be contacted within 24 hours after the prize is awarded, an alternate winner may be selected at SBS's discretion. Unless otherwise specified, winners who fail to respond within 24 hours of prize notification are deemed to be waiving their prize claim and the prize will be forfeited.

The odds of winning depend upon the number of eligible entries received or the relative performance of Contestants.

In the event of a tie, the Contestants will be entered into a random list generator and the first participant listed will be determined the winner.

**7. CONDITIONS. WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions and may not be able to participate in, or may be disadvantaged in participating in, on-air Contests.**

Taxes and Liability: Payment of all federal, state and local taxes is the sole responsibility of the winner. Contest winnings will be reported to the Internal Revenue Service and winners can expect to receive a 1099 tax form for prizes which total more than \$600 for the calendar year. Winners may be required to accurately complete and submit IRS Form W-9 to the SBS as a condition of acceptance of a prize.

By participating in the Contest, Contestants agrees to have their name, voice, or likeness used in any advertising or broadcasting material relating to the Contest without additional financial or other compensation.

By participating in the Contest, Contestants hereby releases and agrees to indemnify and hold harmless SBS, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and public relations agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the Contest (collectively, "Released Parties") from any and all

liability, claims, losses, injuries, actions and damages sustained or incurred by or arising out of participation in the Contest, the receipt and use/misuse of any prize awarded (if any), or any travel or activity that is related to such Contests, arising in any manner whatsoever, including but limited to, any claims for personal injury, death, or damage to or loss of property, loss of enjoyment, or any other harm whatsoever.

Contest winners (and their guests or travel companions, if any) may be required in SBS's sole discretion, to sign a liability release and a publicity release. A winner (or his/her parent or legal guardian if under the age of 18 years) must execute and return any required release within five (5) business days from notification or winner will be disqualified and the prize will be forfeited. An alternate winner may be chosen by random selection. Pursuant to the liability release, the winners will agree to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the Contest. Any Contestant (or their parent or legal guardian, if applicable) who refuse to sign any required release will forfeit any and all prizes.

SBS will be excused from its obligation to conduct Contests if its performance is delayed or prevented due to causes beyond its control, including, but not limited to acts of God, public enemies, war, civil disorder, fire, flood, hurricanes, explosion, labor disputes or strikes, and any acts by any governmental authority.

SBS, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to Contests due to circumstances beyond the control of any such entity.

Decisions of SBS management with respect to contest are final.

SBS reserves the right to end any contest or amend these rules upon announcement on air or publication on the website.

SBS reserves the right to make changes to the rules of the contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.

SBS is not responsible for any prizes or certificates lost or stolen after the winner has claimed them from SBS.

Prizes are awarded 'as is' with no guarantees or warranties as to use. Acceptance of a prize releases SBS, its sponsors, promotional partners and advertisers from all liability and claims concerning the prize, its delivery, and its use.

SBS is 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. SBS is not responsible for (i) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays, busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call or from sending a text message (if applicable, message and data rates may apply, and SBS is not responsible for any fees incurred by an entrant for this method of entry); (iii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.

By participating in any Contest, Contestants agree to be bound by these rules. Failure to comply with the Contest Rules may result in a Contestant's disqualification, at the sole discretion of SBS.

Contestants are required to provide truthful information as part of their entry and SBS will reject and delete any entry that it discovers to be false or fraudulent. SBS will disqualify any entry from Contestants who do not meet the eligibility requirements and SBS will also delete any online entry if it learns that it was submitted by Contestants under the age of 13.

Any materials submitted become the property of SBS and will not be returned.

No purchase is necessary. The contest is void where prohibited. Contests and promotions are subject to all federal, state and local laws.

Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of the Station, or by sending a self-addressed, stamped envelope to the SBS.

**8. TELEPHONE CONTESTS.** SBS cannot be held responsible for allegations of telephone malfunctions. SBS is not responsible for callers disconnected before completing his or her prize claim. When a caller is disconnected prior to broadcast, SBS can, at its discretion, select the next eligible caller received to win/participate. SBS is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure or service interruptions. SBS is not responsible for any carrier or server delays or failures.

**9. TEXT CONTESTS.** Contestants understand, acknowledge, and agree that no purchase is necessary to participate in any text-to-win contest or subscribe to any text club, and that texts sent by SBS are sent using an automated telephone dialing system. By initiating a text message to SBS in this contest, you also expressly consent to the receipt of a reply message confirming your entry and notification via text if you are selected to be a winner. You also understand, acknowledge and agree that reply messages from SBS may contain advertising and marketing messages, which support this free service.

Message and data rates may be charged by your wireless carrier. SBS is not responsible for any fees incurred by you for this method of entry.

Contestants to any Contest do not provide detailed personal information at the time of entry given the limitations of the text message format, but must provide all requested information if selected as a winners, including first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, date of birth, social security number (if required by law and federal tax reporting requirements), and verification of identity (such as a valid government-issued ID).

All Contestants must follow the "call to action" entry instructions and submit any requested information. If Contestants change their mind regarding the subscription to the text club, Contestants should text the word "STOP" to the designated short code when the confirmation message is received. Contestants may opt-out to a text club at any time.

Text message and any mobile device entries will be deemed made by the authorized account holder of the mobile account submitted at the time of entry. The authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. Multiple entries are not permitted to share the same text or mobile telephone number. Only text messages individually generated by wireless devices such as cellular or smart telephones and Blackberries will be accepted; use of any device to automate entry is prohibited and will be cause for disqualification. Proof of submission of an entry from the entrant shall not be deemed proof of receipt by SBS. The



Contest administrator's telephone system or text platform is the official time keeping device for the Contest.

SBS is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure, service interruptions, carrier or server delays or failures. SBS is not responsible for mis-sent, misdirected, or undeliverable text entries, and votes cannot be recalled once sent.

**10. ONLINE CONTESTS:** By use of the website and by participating in an online Contest, Contestants agree to the website's Terms of Service Agreement and to the use of Personal Information as stated in the Privacy Policy located on the website.

**11. INTERNET RULES.** SBS is not responsible for entries not received due to difficulty accessing the Internet, service outages or delays, computer difficulties or other technological glitches.

Contestants using the Internet must provide a valid email address.

SBS and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled, or delayed computer transmissions whether caused by SBS, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.

SBS reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of SBS corrupt the administration, security or proper execution of game or contest. SBS, in its sole discretion, may award prizes to entries received by alternate means. All Internet Contestants agree to be bound by the Contest Rules.

To enter online, Contestants must enter their first and last name, complete address, city, state, zip code, home telephone number and a valid email address in the online entry form. One Internet entry per person and one Internet entry per email address will be allowed. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible by assigning email addresses or the domain associated with the submitted email address.

SBS, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the website or who is otherwise in violation of the rules. SBS further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort.

**12. WHEN INTERNET CONTEST INVOLVES VOTING.** Contestants may not attempt to obtain votes by any fraudulent or inappropriate means, including, without limitation, by: (a) circumventing (or encouraging others to circumvent) any vote limits; (b) using any automated system to vote; (c) offering any inducements to others in exchange for votes; or (d) using proxy voting schemes in which anyone other than the actual person submits the vote. SBS, in its sole discretion, reserves the right to reject any votes that SBS has reason to believe were obtained through fraudulent or inappropriate means.

**13. WHEN CONTEST INVOLVES VOTING ON SOCIAL MEDIA, INCLUDING FACEBOOK, TWITTER, INSTAGRAM, AND OTHERS.** Use of multiple Facebook/Twitter/Instagram or other social media accounts to enter Contests is prohibited and will result in nullifying all votes from these accounts and /or disqualification from the Contest. The penalty will be determined at the sole discretion of SBS.

**14. FOR ENTRIES THAT INCLUDE SUBMITTING A VIDEO.** Profanity or nudity is not permitted in video entries. SBS, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent, or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of SBS to be unsuitable for public viewing, performance or posting via the Internet.

Each Contestant's video entry must be their original creative work and/or property and must not contain copyrighted materials or any other materials which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the video which grants the right to use their name, likeness and recorded voice and the right to post the video on the website for the general public to view. Each Contestant agrees to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the video entry.

**15. FOR ENTRIES THAT INCLUDE SUBMITTING A PHOTO.** Nudity is not permitted in photo entries. SBS, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent, or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of SBS to be unsuitable for public viewing, performance or posting via the Internet. No type of image of iphotostock.com or image of the Internet will be allowed. Photos with third party material, trademarks, images of celebrities (living or deceased) will be disqualified. SBS reserves total discretion about what is deemed inappropriate content.

Each Contestant's photo entry must be their original creative work and/or property and must not contain copyrighted materials or any other materials, which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the photo which grants SBS the right to use their name, likeness and recorded voice and the right to post the photo on the website for the general public to view. Each contestant agrees to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the photo entry.

**16. FOR CONTESTS PROMOTED ON STATION SOCIAL MEDIA.** Contests are in no way sponsored, endorsed, or administered by, or associated with Meta, Twitter, TikTok, or any social media platform ("Social Media Platform"). By submission of an entry, Contestants release the Social Media Platform from any responsibility or liability of the Contest's administration, prizes, or promotion. Contestants are providing entry information to the SBS Station and not to the Social Media Platform.

**17. SCAVENGER HUNT CONTESTS.** Contestants are required to obey any and all traffic and/or local laws and regulations while participating in a scavenger hunt contest. Clues will be



provided via the SBS Station's social media platform(s) or announced during on-air programming. The Released Parties, as defined herein, shall not be held liable for any accidents, injuries, or incidents caused by Contestants' participation in Scavenger Hunt Contests.

**18. FOR CONTEST PRIZES INVOLVING TRAVEL.** Prizes involving travel do not include hotel transfers, alcoholic beverages, hotel room service, merchandise, souvenirs, etc., local and long-distance telephone calls, gratuities or any other expenses not otherwise described in the Contest Rules. Winner and travel companion/guest, as applicable, must have all required documentation prior to departure and are responsible for obtaining all travel documents (legal identification, passport, and visa (if applicable)). Credit card may be required to cover incidentals and costs.

**19. CONSTRUCTION.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**20. SPONSORS AND PROMOTERS.** SBS Contests are sponsored by Spanish Broadcasting System, Inc. and/or LaMusica.com ("Sponsors") The decisions of the Sponsors regarding the selection of winners and all other aspects of the Contests shall be final and binding in all respects.

Promoters and others involved with certain events, may offer tickets via ticket selling platforms (i.e. Ticketmaster, StubHub, etc.) ("Promoter Tickets"). Such promoters are not affiliated with SBS and the sale of Promoter Tickets is not under the direction or control of SBS.

**21. MISCELLANEOUS:** SBS reserves the right to make changes to the Contest Rules, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of SBS, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, SBS reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize.

SBS is not be responsible for typographical, printing or other inadvertent errors in the Contest Rules or in other materials or announcements relating to the Contests. For a list of winners or a copy of the Contest Rules, send a self-addressed, stamped envelope to Spanish Broadcasting System, Inc., Pablo Raul Alarcon Media Center, 7007 NW 77th Avenue, Miami, Florida 33166 and include the name of the contest for which you are requesting the list of winners or Contest Rules.

For any questions regarding the Contests, please contact SBS at [SpanishBroadcasting.com](http://SpanishBroadcasting.com).