

The following promotion is intended for participants in the United States only and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

96.5 KOIT EMPLOYEE OF THE DAY  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

**1. HOW TO ENTER**

- a. These rules govern the "96.5 KOIT Employee of the Day ("Promotion"), which is being conducted by KOIT ("Station"). The Promotion begins on January 2, 2019 and ends on June 28, 2019 ("Promotion Dates"). The contest will not take place on January 21<sup>st</sup>, 2019 (MLK Day), February 18<sup>th</sup>, 2019 (President's Day), and May 27<sup>th</sup>, 2019 (Memorial Day).
- b. To enter the Promotion, entrant may enter online beginning on December 12, 2018 at 12:01am Pacific Time ("PT") and ending on June 28th, 2019 at 3:00PM PT ("Entry Period").
  - i. To participate in the Contest, visit [www.koit.com](http://www.koit.com) and follow the links and instructions to enter the Contest and submit your first name and last name, complete address, city, state, zip code, telephone number, date of birth, a valid email address, and the times you can listen in the online entry form. Only one entry per person is permitted. An entrant may use only one email address for purposes of entry in this Contest. 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 for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. Online entry webpage computer is the official time keeping device for the Contest. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems.

- j. Tell-A-Friend Entry: After entering via any method as set forth above, you will also be provided an ongoing opportunity to “Tell A Friend” to participate in KOIT EMPLOYEE OF THE DAY. If you “Tell A Friend”

through the “Tell A Friend” link on the website and if that friend enters the KOIT EMPLOYEE OF THE DAY contest and your friend’s name is randomly drawn from all eligible entries received and his/her name is announced at 8am, 9am, 12pm, or 4pm and your friend hears his/her name announced, he/she will have (10) ten minutes to call 415-777-KOIT to win. If your friend whose name is announced calls within the (10) ten minutes, you will win a \$500 bonus check. If the listener whose name is announced during a specific time slot does not call in within (10) ten minutes, no prize will be awarded for that time slot and you will not receive a bonus check for referring that friend. There is no limit to the number of friends you CAN refer for this contest.

- k. Facebook Entry: To enter on Facebook, visit <https://www.facebook.com/koitradio/> (“Page”). Following the links and instructions, the entrant must enter the Contest and complete and submit the online entry form during the Entry Period. Entrant will need to have a valid Facebook account in order to enter. If they do not already have one, entrants can open a Facebook account at no cost at [www.facebook.com](http://www.facebook.com). Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address or Facebook account. Multiple participants are not permitted to share the same email address or Facebook account. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest administrator. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Use of Facebook as a means of entry will be subject to that service provider's privacy policy and terms of use. By participating in the Contest, entrant understands that he or she is providing his or her information to Station and not Facebook. Further, entrant specifically agrees to release Facebook from any and all liability associated with this Contest. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.
- l. Entries must be received between December 12<sup>th</sup>, 2018 at 12:00am PT and June 28<sup>th</sup>, 2019 at 3:59 PT. Entries submitted outside the Entry Period will be deemed ineligible. Winners may be required to provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

## **2. ELIGIBILITY RESTRICTIONS**

- a. The Promotion is open to all legal U.S. residents, 18 years of age or older at the time of entry and who reside in one of the nine (9) county jurisdiction that makes up the Greater San Francisco / Bay Area (San Francisco, Santa Clara, Alameda, Contra Costa, Marin, San Mateo,

Solano, Napa, and Sonoma Counties. Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Disney, the Station, Bonneville International Corporation, each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities") and other radio stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

- b. Listeners are eligible to win a prize in a Promotion conducted by the Station only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600.
- c. The winner must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number to claim a prize.
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will delete any entry as required by law.

### **3. PRIZES**

- a. A maximum of 500 Grand Prizes (Determined by: 125 days of contesting 4 times per day) will be awarded. Prize is \$1,000 check.
- b. A maximum of 500 Tell a Friend Prizes will be awarded. Prize is a \$500 check.
- c. Winners will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize.
- d. No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified

herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s). The prize(s) that may be awarded to the eligible winner(s) are:

- i. GRAND PRIZE DESCRIPTION: \$1,000 at all times.
  - ii. Tell A Friend Prize Description: \$500
- e. Approximate Retail Value ("ARV"): \$1,000 or \$500.
- f. All prizes may be picked up at the office of the Station at the address below. Winners will be notified when their checks are available for pick up. Checks will expire ninety (90) days from the day when cut. The winner will forfeit any check not claimed and cashed within that period. 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. Station reserves the right to combine multiple Qualifying Prizes won by a Default Prize Winner into a single check.
- g. 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.

#### **4. WINNER SELECTION, NOTIFATION, AND CLAIM**

- a. Decisions of the Station management with respect to the Contest are final.
- b. Each weekday beginning January 2<sup>nd</sup>, 2019 through the end of the Contest Period (with the exception of holidays), the Station will randomly select one (1) entrant at approximately 8am PT, 9am PT, 12pm PT and 4pm PT, from among all eligible entries received as of the time of

selection. The Station will then announce the selected entrant's name on-air. The selected entrant will have (10) ten minutes from the time his or her name is announced on-air to call the 96.5 KOIT studios at 415-777-KOIT (5648) (the "Contest Line"). If the selected entrant calls the Contest Line within the allotted time frame, as determined by the Station in its sole and absolute discretion, then that caller, pending confirmation of eligibility, will win a prize.

- c. Any selected entrant who does not call the Contest Line within the allotted time frame will have his or her name placed back into the pool of entrants.
- d. At the time of their call, selected entrants will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers, and date of birth in order to be eligible to win. A selected entrant may be a winner only once every one hundred eighty (180) days. The Station is not responsible for telephone service outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent an individual from completing their telephone call. Due to delays in the Station's online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air Contests; the Station is not responsible for these delays or for difficulty receiving or listening to the Station's internet stream. Only calls made to the Contest Line are eligible. The Station will not accept calls for this Contest at any other phone number.
- e. Odds of being selected depend upon the number of eligible entries received up to the point of each drawing.
- f. You must listen to the Station for a chance to win.
- g. Each winner must execute and return any required affidavit of eligibility and/or liability/publicity release when picking up the prize 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. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. A parent or legal guardian must accompany any minor children in all Contest-related activities, and a parent or legal guardian must claim the prize and sign any requisite releases on behalf of the minor child.

## 5. CONDITIONS AND LIMATION OF LIABLILITY

- a. Entrants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Contest Rules, and by entering, participants agree to be bound to these official rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Contest, without regard to that jurisdiction's choice of law rules.
  
- b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed Form W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
  
- c. By entering the Contest, entrants and participants grant to the Contest Entities the right to publicize the participant's name, photograph, video, image, likeness, voice, statements, hometown (city and state), and biographical information for advertising, trade, and Contest purposes in any media now or hereafter known worldwide in perpetuity without compensation and without opportunity for review, except where prohibited by law. The Station, in its sole discretion, may require each winner (and guest, if applicable) to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
  
- d. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE PROMOTION ENTITIES, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.

- e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Contest winner (and any travel companion(s) or guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Promotion Entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Contest.
- f. If for any reason this Contest cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Station that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Contest. If the Contest is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.
- g. The Station, in its sole discretion, reserves the right to disqualify any person not abiding by the official rules, or for tampering with the entry process or the operation of the Station's website. Failure to comply with the rules of the Contest may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Contest, the Station reserves the right to disqualify that entrant from entering and/or winning future Contests and to prosecute and seek damages to the fullest extent permitted by law.
- h. The Station reserves the right to make changes in the rules of the Contest, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. The Station 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.

## **6. DISCLAIMER**

- a. Contest Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Contest are not responsible for: (1) problems associated with television

transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Contest, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Contest or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical or other errors in the printing, the offering, or the Administration of the contest or in the announcement of a prize; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Contest Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Contest, in its sole discretion. Contest Entities make no warranty, guarantee, or representation of any kind concerning any prize, and CONTEST ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law.

## 7. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at [www.KOIT.com](http://www.KOIT.com). In the event of conflict between the Station's terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

**Administrator:**

96.5 KOIT-FM, 201 Third Street, #1200, San Francisco, CA 94103

**Prize Provider:**

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