

The following contest is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this contest 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 HALLOWEEN PET PHOTO CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Contest Administrator: 96.5 KOIT, 201 3rd Street, Suite #1200,
San Francisco, CA 94102

Contest Sponsor: 96.5 KOIT, 201 3rd Street, Suite #1200,
San Francisco, CA 94102

1. HOW TO ENTER

- a. These rules govern the 96.5 KOIT Halloween Pet Photo Contest ("Contest"), which is being conducted by KOIT-FM ("Station"). The Contest begins on October 14, 2019 and ends on November 10, 2019 ("Contest Dates"). Entrants may enter via online only.
- b. To enter the Contest, entrant may enter online beginning on October 14, 2019 at 12:00am PST and ending on November 10, 2019 at 11:59pm PST ("Entry Period") as follows:
 - i. To enter online, visit KOIT.com and follow the links and instructions to enter the Contest, complete and submit the online entry form, and upload a photograph of your pet during the Entry Period outlined above. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Only one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. 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.
- c. Photographs that include sculptures, statues, paintings, and other works of art will not be accepted. When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.
- d. The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents,

acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

- e. The photograph must not contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
- f. Entrants may be provided with an opportunity to opt-in for membership / participation as part of the entry process, but membership/participation is not required to enter the Contest.
- g. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in, or may be disadvantaged in participating in, the Contest. Entrants should not rely on streamed broadcasts and are encouraged to listen to the Station on-air versus online. The Station is not responsible for any disadvantages or losses that result from online streaming delays or any nature, nor is station otherwise responsible for any delays in online streaming.
- h. Only one (1) entry per person is permitted. There will be up to a total of one (1) winner(s) selected in the Contest.
- i. All online entries must be received by the end of the Entry Period.

2. JUDGING

- a. Judging consists of one (1) round of evaluation. During November 4, 2019 at 12:00am PST– November 10, 2019 11:59pm PST ("round one"), online voters ("Judges") will vote for their favor photographs. The one (1) photograph that receives the highest number of votes in round one is the winner.

3. TIE BREAKER

- a. In the event of a tie for a prize, the tie breaker will be determined from among all tied potential winner(s) by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie. Decisions of the Judges are final and binding.

4. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the State of California, eighteen (18) years of age or older, 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 where prohibited or restricted by law.

- b. The following individuals are NOT eligible to enter Station contests, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. One (1) winner, per household, per contest.
- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. 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 also delete any entry as required by law.
- f. This Contest 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.

5. PRIZES

- a. One (1) prize will be awarded. The prize consists of two (2) front row tickets to Trans-Siberian Orchestra at SAP Center in San Jose on Tuesday, November 26, 2019. The Approximate Retail Value ("ARV") of the prize(s) is \$100.00.
- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest

should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station/judges are final.

- c. **If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.**

6. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. One (1) prize winner(s) will be selected in the Contest Entry Period.
 - i. One (1) prize winner will be selected on November 11, 2019 at approximately 12:01pm PST and will be notified by email or telephone.
- c. Odds of winning depend upon the number of eligible online entries received.
- d. All prizes may be picked up at the office of the Station at 201 Third Street, Ste. 1200, San Francisco, California 94103 between regular business hours of 8:00 a.m. 5:00 p.m. If a winner chooses to have a prize shipped, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.
- e. Potential winner(s) will be notified of winning by email or telephone and. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully-executed 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(s). The Station or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

7. CONDITIONS

- a. This contest is void where prohibited. Entrants agree that this Contest shall be subject to and governed by the laws of the State of California and the forum for any dispute shall be in San Francisco, California. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. **Entries are void if Sponsor determines the photograph to not be an original, or if the entries are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**
- b. By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Released Parties (defined below) may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).
- c. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. 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 may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.

- d. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: KOIT.com within twenty-four (24) hours of the change and periodically thereafter. If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- e. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- f. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.
- g. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and

all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.

- h. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner’s guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties’ control.
- i. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in San Francisco, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys’ fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, “Special Damages”), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. California law governs the interpretation and construction of these Official Rules and all aspects related thereto.

8. LICENSE

- a. By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Released Parties, to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no additional compensation, including, but not limited to, published

online highlighting entries or winners of the Contest. Entrants consent to Released Parties doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on a Released Party's website does not indicate the entrant will be selected as a winner. Released Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License. Additionally, by entering, each entrant grants to Released Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion, except where prohibited by law. Released Parties will not be required to pay any consideration or seek any approval in connection with such use.

9. PRIVACY

- a. By participating in the Contest, 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: 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.

10. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(h), only one (1) entry per person. Any attempt by any one or more entrants to obtain more than one entry by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: KOIT.com, in person at the Station 201 Third Street, Ste. 1200, San Francisco, California 94103, during regular business hours 9:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- c. For a list of the winner(s), mail a request and a self-addressed stamped envelope to 201 Third Street, Ste. 1200, San Francisco, California 94103, identifying "2019 Winner for 96.5 KOIT Halloween Pet Photo Contest. All requests for winner lists must be mailed and received by the Station no later than February 10, 2020.