

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'S EMPLOYEE OF THE DAY  
ONLINE AND ONAIR CONTEST  
OFFICIAL RULES  
**\*\*REVISED 9-28-2020**

***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/Station: 96.5 KOIT 2001 Junipero Serra Blvd, Suite 350,  
Daly City, CA 94103

## **1. HOW TO ENTER**

- a. These rules govern the 96.5 KOIT Employee of The Day Contest ("Contest"), which is being conducted by 96.5 KOIT ("Station"). The Contest begins on Monday, August 10, 2020 and ends on **Thursday, October 15, 2020** ("Contest Dates"). 96.5 KOIT may elect at its sole discretion, to continue the contest beyond this date if it so chooses. Entrants, as defined below, may enter online only.
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter online beginning on Monday, August 10, 2020 at 12:00am (PT) and ending on **Wednesday, October 7, 2020 at 11:59pm** (PT) ("Entry Period").
  - i. To enter online, visit [www.koit.com](http://www.koit.com) and follow the links and instructions to enter the Contest and complete and submit the online entry form ("Employee of the Day Entry") during the Entry Period outlined above. Entries are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Only one (1) Employee of the Day Entry per eligible Entrant during the Entry Period will be allowed, regardless if Entrant has more than one email address. Multiple Entrants 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.

- ii. TELL A FRIEND ENTRY: After entering the online entry form above, Entrant's will also be provided an ongoing opportunity to "Tell A Friend" to participate in the Contest. If an Entrant uses the "Tell A Friend" link on the [www.koit.com](http://www.koit.com) website ("Tell A Friend Entry") and if: (i) that friend enters the Contest; (ii) that friend's name is randomly drawn from all eligible entries received; (iii) that friend's name is announced on-air; and (iv) that friend calls the Station at 415-777-5648 (KOIT) within the ten (10) minutes, the first Entrant that submitted that specific friend via the "Tell A Friend" Entry will win a \$500 bonus check.
- iii. 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.
- c. Early Signing Bonus: Beginning on Tuesday, August 18, 2020 at 8:00am (PT) and ending on Thursday, September 3, 2020 at 8:00am (PT), listen to the Station on Tuesdays and Thursdays (August 18, 2020 and August 20, 2020; August 25, 2020 and August 27, 2020; September 1, 2020 and September 3, 2020) at 8:00am (PT) for the on-air hosts to announce a name. If Entrant hears his or her name announced on-air, Entrant will have ten (10) minutes to call back the Station at 415-777-5648 (KOIT) and claim a prize.

- d. Beginning on Tuesday, September 8, 2020 at 8:00am (PT) and ending on **Thursday, October 15, 2020 at 3:00pm (PT) or after Sixty-Five Thousand Dollars (\$87,500.00) has been awarded**, listen to the Station every hour on Tuesdays and Thursdays at 8:00am (PT), 9:00am (PT), 11:00am (PT), 12:00pm (PT), 1:00pm (PT), 2:00pm (PT) and 3:00pm (PT) for the on-air hosts to announce a name. If Entrant hears his or her name announced on-air, Entrant will have ten (10) minutes to call back the Station at 415-777-5648 (KOIT) and claim their One Thousand Dollar prize (\$1,000). 96.5 KOIT may elect at its sole discretion, to continue the contest beyond this date if it so chooses.
- e. If the Entrant whose name is announced during a specific time slot does not call in within ten (10) minutes, is disconnected or is found to be ineligible, no prize will be awarded for that time slot and no Entrant will receive a prize or a bonus check for referring that friend. There is no limit to the number of friends Entrant can refer for this Contest.
- f. Due to the 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 of any nature, nor is station otherwise responsible for any delays in online streaming.
- g. Only one (1) Employee of the Day Entry per Entrant is permitted.
- h. All online entries must be received by the end of the Entry Period.

## **2. 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) jurisdictions that makes up the listening area who reside in one of 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: (i) 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; (ii) 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 (iii) 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. Only one (1) Entrant, per household are eligible to participate in this Contest. Persons who have won a prize in the ninety (90) days prior to entering the KOIT Employee of the Day Contest are not eligible to participate.
- d. To claim a prize, the person selected to win a prize ("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 in this Contest and/or acceptance of prize(s), Entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

### **3. PRIZES**

- a. The number of prizes awarded in this Contest depends on the number of eligible online entries received and the number of Entrants who call back within the ten (10) minute window to claim a prize. Each prize consists of a check in the amount of One Thousand Dollars (\$1,000) payable to the Winner. The Approximate Retail Value ("ARV") of each prize is One Thousand Dollars (\$1,000). The Winner(s) 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(s). Prizes are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for credit at any time, nor will they be replaced if lost or stolen.
- b. The number of prizes awarded in this Contest depends on the number of eligible "Tell A Friend Entries" received and the number of Entrants who call back within the ten (10) minute window to claim a prize. Each prize consists of a check in the amount of Five Hundred Dollars (\$500) payable to the Winner. The ARV of each

prize is Five Hundred Dollars (\$500). The Winner(s) 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(s). Prizes are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for credit at any time, nor will they be replaced if lost or stolen.

- c. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the Winner(s). Prizes are not transferable or exchangeable and may not be substituted. 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 corrupts the administration, security or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station are final.
- d. 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.

#### **4. WINNER SELECTION AND NOTIFICATION**

- a. Decisions of the Station management with respect to the Contest are final.
- b. The number of prizes awarded in this Contest depend on the number of eligible Employee of the Day entries received and the number of Entrants who call back within the ten (10) minute window to claim a prize(s) as described above in Section 1 of these Official Rules.
- c. Odds of winning a prize depend upon the number of eligible Employee of the Day entries received and the number of Entrants who call back within the ten (10) minute window.
- d. Winners must listen to the Station to win but do not need to be present to win. All prizes will be sent by mail. 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 telephone. 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 an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release 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 is not responsible for any changes in an Entrant or Winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

- a. 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. Only one (1) Employee of the Day Entry per Authorized Account Holder, as defined below, is permitted. Multiple entries from the same Authorized Account Holder will 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.

- b. 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: [www.koit.com](http://www.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.
- c. 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.
- d. 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.
- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by Entrant and/or Winner to 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.

- f. 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) 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.
  
- g. Except where prohibited, by entering the Contest and/or acceptance of prize(s), each Entrant and Winner(s) agrees that: (i) 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; (ii) 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 (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) 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.

## **6. PRIVACY**



- a. By participating in the Contest and/or acceptance of prize(s), Entrant and Winner(s) agree 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.

## **7. WINNERS' LIST/COPY OF OFFICIAL RULES**

- a. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: [koit.com](http://koit.com) or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- b. For a list of Winners', mail a request and a self-addressed stamped envelope to: KOIT-FM, 2001 Junipero Serra Blvd, Suite 350, Daly City, CA 94014, identifying "2020 96.5 KOIT's Employee of the Day Contest Winners List – Fall Edition". All requests for Winner lists must be mailed and received by the Station no later than December 31, 2020.