

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
THE \$10,000 LIGHT UP THE BAY 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, 2001 Junipero Serra Blvd., Suite #350.,
Daly City, CA 94014.

1. HOW TO ENTER

- a. These rules govern the 96.5 KOIT \$10,000 Light Up the Bay Photo Contest ("Contest"), which is being conducted by KOIT-FM ("Station"). The Contest begins on Monday, November 2, 2020 and ends on Sunday, December 6, 2020 ("Contest Dates"). Entrants, as defined below, may enter via online only.
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter online beginning on Monday, November 2, 2020 at 12:01 a.m. (PT) and ending on Sunday, December 1, 2020 at 12:00 p.m. (PT) ("Entry Period") as follows:
 - i. Each entry consists of an entry form and the submission of a single photograph ("Submission"). To enter online, visit www.koit.com and follow the links and instructions to enter the Contest, complete and submit the Submission during the Entry Period outlined above. Submissions are subject to all notices posted online including, but not limited to, the Station's Terms of Use and Privacy Policy. Only one (1) Submission per eligible Entrant during the Entry Period 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. Submissions submitted may not be acknowledged or returned. Proof of entry of a Submission shall not be deemed proof of receipt by the Station.
 - ii. Photographs must be of the Entrants holiday lights displays: houses, yards, trees, cars, etc. Any photograph that include trademarks, people, children, 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 or trademark.

- iii. 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.
- iv. The photograph must not contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
- c. 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.
- d. Only one (1) Submission per Entrant is permitted. There will be up to a total of one (1) winner(s) selected in the Contest. A winner is defined as the person(s) who has been deemed eligible by the Station to win a prize (“Winner”). Only one (1) Winner, per household for the duration of this Contest is permitted. To avoid any confusion, an Entrant can only be a Winner once during this Contest.
- e. All Submissions must be received by the end of the Entry Period.

2. JUDGING

- a. Once a Submission is uploaded to www.koit.com it may be made available on the Station’s owned-and-operated website and social media sites for viewing by the general public and any such posting will be deemed made at the direction of the Entrant. A judging panel consisting of the Station’s employees (“Judges”) will judge each eligible Submission received through the Entry Period. Judging consists of two (2) round of evaluation. Starting on November 2, 2020 at 12:01 a.m. (PT) and running through December 1, 2020 at 12:00 p.m. (PT) (“Round One”), the Judges will vote for their favor ten (10) Submissions. Starting on December 2, 2020 at 12:01 a.m. (PT) and running through December 6, 2020 at 12:00 p.m. (PT), the general public will then vote for their favorite Submission (“Voting Period” or “Round Two”) from among the ten (10) finalist Submissions. The one (1) Submission that receives the highest number of votes in the Voting Period or Round Two will be the Winner of the Contest.

3. TIE BREAKER

- a. In the event of any tie, the tie breaker will be determined from among all tied potential Winners. The Station will at their sole discretion, make the final

decision by selecting a Winner at random. Decisions of the Station 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: (i) any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, 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. 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, email address and Social Security Number.
- d. Entrants are required to provide truthful information and the Station will reject and delete any Submission 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 Submission as required by law.
- e. This Contest is subject to all applicable federal, state and local laws and regulations. By participating in the 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.

5. PRIZES

- a. One (1) prize will be awarded. The prize consists of the following: one (1) check in the amount of Ten Thousand Dollars (\$10,000) payable to the Winner. The Approximate Retail Value ("ARV") of the prize(s) is \$10,000. Transportation costs are excluded in the given price. 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). The prize consists only of the elements expressly set forth above; no other elements or expenses are included in the

prize and all such expenses are the sole responsibility of the Winner. 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. If a prize is unable to be awarded or used or a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability due to the closure of a Contest Sponsor's location, if applicable, or weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any reason beyond the control of the Station, their sole responsibility to the Winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s).

- b. As indicated above, all sales, prizes and other taxes, gratuities and any other incidentals associated with the prize(s) is the sole responsibility of the Winner. As noted above, prizes are not transferable or exchangeable and may not be substituted, except by the Station for reasons of unavailability, in which case, a prize of equal 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 and 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. The Submission that receives the highest number of votes at the end of the Voting Period or Round Two will be the Winner of the Contest. One (1) Winner will be selected in the Contest on Monday, December 7, 2020 at approximately 12:00 p.m. (PT) and will be notified by email or telephone.
- c. Odds of winning depend upon the number of eligible Submissions received.
- d. Winners do not need to listen to the Station or be present to win. All prizes must be claimed within thirty (30) days of winning, as directed by the Station. Prizes cannot be claimed by third parties on behalf of the Winner. Public health conditions do not permit a Winner to claim the prize in person, so the Station will coordinate with the Winner to confirm his or her identify remotely and deliver

the prize by mail or other means of delivery. 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. 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 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. **Submissions are void if Station determines the photograph to not be an original, or if the Submissions 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 (i) to be bound by these Official Rules; (ii) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (iii) 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 Submission by using multiple/different email addresses, identities, registrations and logins or any other methods may void that Entrant's Submission and that

Entrant may be disqualified. The use of any device to automate Submissions 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 Submissions by that Entrant at the Station's discretion. The Station's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all Submissions 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: www.koit.com within twenty-four (24) hours of the change and periodically thereafter. If a prize is unable to be awarded or used or a prize-related event is unable to take place as scheduled, for reasons including, but not limited to, promoter or performer actions, cancellation, preemption, postponement or unavailability due to the closure of a Contest Sponsor's location, if applicable, or weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any reason beyond the control of the Station, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). 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 and verify their identity either in person or through email, DocuSign, or videoconference, an 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 Submission, including, without limitation, submitting an incomplete or fraudulent Submission, and/or failing to complete the entry process, will result in such Submission 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 Submission, 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 to release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating sponsors, agents and all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and losses or damages, including, but not limited to, personal injury or communicable diseases sustained or incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto, 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 Submissions; (v) Submissions 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; or (vii) any part of a Contest that cannot be conducted and/or if a prize, either in whole or in part cannot be awarded due to the closure of any Contest Sponsor location, if applicable, promoter or performer issues, acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Station's sole control.

- i. Except where prohibited, by entering the Contest, each Entrant 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.

8. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

- a. Each Entrant represents and warrants as follows: (i) except as set forth herein, the photograph is the Entrant's own, produced by Entrant; (ii) the photograph does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Entrant, and as of the date of Submission, is not the subject of any actual or threatened litigation or claim; (iii) the photograph does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the photograph does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each Entrant hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to

or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

9. 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 Submission 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: display on Station's owned-and-operated websites and social media sites of all Submissions. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the photographs, and to use such photographs as Station shall from time to time determine in its sole discretion; and (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the photograph as may be conferred under any applicable laws, regulations or directives.
- b. Entrants consent to Station doing or omitting to do any act that would otherwise infringe the Entrant's "moral rights" in their Submissions. Display or publication of any Submission 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.

10. PRIVACY

- a. By participating in the Contest and/or acceptance of prize(s), 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. 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. Any information that Twitter, Facebook, or Instagram collects through a Submission in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

11. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(d), only one (1) Submission per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) Submission 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 Submissions from that address or account, and such Entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: www.koit.com, or by sending a request, along with a self-addressed stamped envelope, to the Station at 2001 Junipero Serra Blvd., Suite # 350., Daly City, CA 94014.
- c. For a list of Winners', mail a request and a self-addressed stamped envelope to 2001 Junipero Serra Blvd., Suite # 350., Daly City, CA 94014, identifying "2020 Winners' List for 96.5 KOIT \$10,000 Light Up the Bay Photo Contest. All requests for Winner lists must be mailed and received by the Station no later than March 7, 2021.