

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 / KOIT-FM
SMART AND FINAL \$600 LABOR DAY CELEBRATION GIFT CARD
ONLINE 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: KOIT-FM, 2001 Junipero Serra Blvd., Suite 350,
Daly City, CA 94014

Prize Provider: Davis Elen Advertising, 865 S. Figueroa St., 12th Fl,
Los Angeles, CA 90017

1. HOW TO ENTER

- a. These rules govern the 96.5 KOIT / KOIT-FM Smart & Final \$600 Labor Day Celebration Gift Card Online Contest ("Contest"), which is being conducted by KOIT-FM ("Station"). The Contest begins on Monday, August 29, 2022, and ends on Monday, September 5, 2022 ("Contest Dates"). Entrants, as defined below, may enter via online only.
 - i. To enter the Contest, the person entering the Contest ("Entrant") may enter via online beginning on Monday, August 29, 2022, at 10:00am Pacific Time ("PT") and ending on Monday, September 5, 2022, at 11:59pm (PT) at ("Entry Period").
 - ii. To enter online, go to www.koit.com, follow the links and instructions to enter the contest and complete & submit an online entry form. At the time of registration, entrant will be required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth to be eligible to win. P.O. Boxes are not permitted as addresses. An individual can be a winner only once during the Contest. Multiple participants are not permitted to share the same phone number, and only one phone number may be used per entrant.
- b. There will be up to a total of one (1) online winner selected at the conclusion of the Promotion.

- c. Only one (1) entry per Entrant is permitted. There will be up to a total of one (1) winner 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.
- d. Only one (1) entry per person is permitted

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 make up the listening area 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 at any time, 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. To claim a prize, the Winner 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 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.
- e. This Contest is subject to all applicable federal, state, and local laws and regulations. By participating in the Contest and/or accepting prizes, 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. One (1) prize will be awarded via online. The prize consists of Six Hundred Dollars (\$600.00) in the form of gift card(s) to Smart and Final. The Approximate

Retail Value (“ARV”) of the prize is Six Hundred Dollars (\$600.00). 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 cash or credit at any time, nor will they be replaced if lost or stolen. If a prize cannot be awarded or used or a prize-related event cannot take place as scheduled, for reasons outside the Station’s control, 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 other 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). Upon awarding the prize(s), the Station will have no further obligation to the Winner(s).

- b. As indicated above, all sales, prizes and other taxes, gratuities and any other incidentals associated with the prize(s) are the sole responsibility of the Winner(s). 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 or greater value will be awarded. The Station assume 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 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.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. One (1) Winners will be selected via online as described above in Section 1 of these Official Rules on Tuesday, September 5, 2022, at approximately 12:00pm (PT).
- c. Odds of winning depend upon the number and of eligible entries received during the Entry Period.

- d. Winners do need to listen to the Station to win and do not need to be present to win. All prizes must be claimed within thirty (30) days of winning, as directed by the Station. 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 identity remotely and deliver the prize by mail or other means of delivery. The Winner must have their prize shipped and 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.
- 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 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.

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. The use of any device to automate multiple entries 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 computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all 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 within twenty-four (24) hours of the change and periodically thereafter. If a prize cannot be awarded or used or a prize-related event cannot take place as scheduled, for reasons beyond the control of the Station, 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 other 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.
- 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 and verify their identity either through email, DocuSign, or videoconference, and complete 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 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 accepting a 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 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.
- 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; or (vii) event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to the closure of any contest sponsor location, 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), 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 reason beyond the Stations sole control.

- g. 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.

6. PRIVACY

- a. By participating in the Contest and/or accepting a 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 an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

7. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Consistent with Section 1(g), only one entry per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) entry by using the same email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter 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 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 "2022 Winners' List – KOIT-FM Smart and Final \$600 Labor Day Celebration Gift Card Online Contest". All requests for Winner lists must be mailed and received by the Station no later than November 5, 2022.