

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.

**102.9 KBLX / KBLX-FM  
\$25K DOUBLE PLAY – PHASE 2 - 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: KBLX, 201 3<sup>rd</sup> Street, San Francisco CA 94103

**1. HOW TO ENTER**

- a. These rules govern the \$25K Double Play – Phase 2 (“Contest”), which is being conducted by KBLX (“Station”). The Contest begins on Monday, April 1<sup>st</sup>, 2019 and ends on Friday, May 3<sup>rd</sup>, 2019 (“Contest Dates”). Entrants may enter on-air only.
- b. To enter the Contest, entrant may enter on-air beginning on Monday, April 1st, 2019 at 5:30am (PST) and ending on Friday, May 3rd, 2019 at 7:00pm (PST) (“Entry Period”).
  - i. To enter on-air, listen to the Station each weekday between 5:30am and 7:00pm beginning on Monday, April 1st, 2019 at 5:30am (PST) and ending on Friday, May 3rd, 2019 at 7:00pm (PST) during the Entry Period for the air personality to announce the Artist of the Day. Then listen for two back to back songs from the artist of the day to play. At the beginning of the second song, the designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line: (855) 762-1029, will win a prize upon confirmation of eligibility. At the time of entrant’s call, 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 in order to be eligible to win. P.O. Boxes are not permitted as addresses. In the event that the selected caller is disconnected or is found to be ineligible, that caller will not win a prize and the next eligible caller who successfully makes it through on the call-in line and completes the call will be a winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may 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.

- c. 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 of any nature, nor is station otherwise responsible for any delays in online streaming.
- d. Only one (1) entry per person is permitted. There will be up to a total of fifty (50) winner(s) selected in the Contest.
- e. All 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 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. Unless the Station otherwise specifies, in its own discretion, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the last thirty (30) days are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the last ninety (90) days are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the last six (6) months are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the last twelve (12) months are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners. As stated above, the Station, in its sole discretion, may allow persons who have previously won a prize to be eligible to win another prize without any time restrictions.

- 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.

### **3. PRIZES**

- a. A maximum of fifty (50) prizes will be awarded. Each prize is \$500.00 in the form of a check issued by Bonneville International Corporation. Prizes will be awarded upon confirmation of eligibility. No more than \$25,000.00 will be awarded in the Promotion
- b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. The winner(s) will forfeit any prize(s) or prize certificate(s) not claimed within thirty (30) days of winning. The prize(s) will be mailed to the winners within eight (8) weeks of winning. The Station is not responsible for the safe arrival of a prize or prize certificate. The Station is not responsible for any late penalties charged by the billing company. If a potential winner(s) cannot be contacted, fails to sign and return the required 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).
- c. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied.

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

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Up to fifty (50) winners will be selected on-air in the manner described in Section 1 of these Official Promotion Rules.
- c. Odds of winning depend on the number and order of calls received.
- d. Winners must listen to the Station to win, but do not need to be present to win.
- e. Potential winners will be notified of winning at the time of their winning phone calls. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Check prizes will be issued within eight (8) weeks following confirmation of eligibility and completion of all requisite releases and IRS forms. The prize(s) will be mailed to the winners within eight (8) weeks of winning. The winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize(s) will be forfeited. If a potential winner(s) cannot be contacted, fails to sign and return the required 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).

#### **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 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: KBLX.com within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, 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, 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 (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.
- 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) (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.
- g. 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 Salt Lake City, Utah; (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. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## **6. 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 KBLX.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: KBLX.com, in person at the Station located at: 201 3<sup>rd</sup> Street, #1200, San Francisco CA, 94103, during regular business hours 9:00a.m. to 5:00p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address and received by the Station no later than June 3<sup>rd</sup>, 2019.
- b. For a list of winners, mail a request and a self-addressed stamped envelope to: 102.9 KBLX Promotions, 201 3<sup>rd</sup> Street, #1200, San Francisco, CA 94103, identifying "2019 Winners' List for "\$25K Double Play – Phase 2". All requests for winner lists must be mailed and received by the Station no later than July 3<sup>rd</sup>, 2019.