

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.

### Band of the Day \$2K Giveaway

#### 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: KRSP-FM, 55 North 300 West, Salt Lake City, Utah 84180.

#### 1. HOW TO ENTER

- a. These rules govern the Band of the Day \$2K Giveaway ("Contest"), which is being conducted by KRSP-FM ("Station"). The Contest begins on January 4, 2021 and ends on January 29, 2021 ("Contest Dates"). Entrants, as defined below, may enter on-air only.
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter on-air beginning on January 4, 2021 at 7:00 a.m. (MST) and ending on January 29, 2021 at 5:10 p.m. (MST) ("Entry Period").
  - i. To enter on-air, listen to the Station each weekday beginning on January 4, 2021 at 7:00 a.m. (MST) and ending on January 29, 2021 at 5:10 p.m. (MST) during these dates (except for holidays) and listen for the on-air personality to announce the band of the day to be listening for. Upon hearing the band of the day, the fifteenth (15<sup>th</sup>) designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station Contest line: (801) 575-1035, will win a qualifying prize ("Qualifying Prize Winners") upon confirmation of eligibility, and will be qualified for a chance to win a grand prize ("Grand Prize Winner") upon confirmation of eligibility. The grand prize will be announced each Friday during the Entry Period (January 8, 2021, January 15, 2021, January 22, 2021, and January 29, 2021) at 5:10 p.m. (MST). 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, email address, Social Security Number, 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 Contest line and completes the call will be a Qualifying Prize 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 Qualifying Prize Winner or Grand Prize Winner only once during the

Contest. Multiple Entrants are not permitted to share the same phone number, and only one phone number may be used per Entrant.

- ii. The Station is not responsible for telephone service outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent an Entrant from completing their telephone call.
- 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. There will be up to a total of twenty (20) Qualifying Prize Winners that will be placed into a random drawing and four (4) Grand Prize Winners will be selected to win a grand prize. A winner is defined as the person(s) who has been deemed eligible by the Station to win a prize either a Qualifying Prize Winner or Grand Prize Winner. Only one (1) Grand Prize Winner, per household for the duration of this Contest is permitted. For the avoidance of doubt, no Entrant can be a Qualifying Prize Winner and/or Grand Prize Winner more than once during this 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 Utah, eighteen (18) years of age or older, and make up the listening area in Utah. 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. Unless the Station otherwise specifies, 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 between \$101 and \$499 in the ninety (90) days prior to entering the current Contest are not eligible to participate. Persons

who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the current Contest are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the current Contest are not eligible to participate. These restrictions also apply to immediate household members of the Winners.

- d. To claim a prize, the Qualifying Prize Winners and Grand Prize Winners must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address 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 the Contest and/or accepting 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. Twenty (20) qualifying prizes will be awarded in the Contest. Each qualifying prize consists of the following: one (1) Twenty-Five Dollar (\$25.00) VISA gift card. Approximate Retail Value ("ARV") of the prize(s) is \$25.00. Transportation costs are excluded in the given price. Any difference between stated value and actual value will not be awarded. The Qualifying Prize Winners 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 Qualifying Prize Winners. Prizes are valid only on the date(s) printed on the VISA gift card, if any, and they 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. The VISA gift card will be subject to the terms and conditions as set forth by its issuer. 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, bankruptcy, 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 Qualifying Prize Winners 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 Qualifying Prize Winners.

- b. Four (4) grand prizes will be awarded in the Contest. Each grand prize consists of the following: one (1) check in the amount of Two Thousand Dollars (\$2000) made payable to the Grand Prize Winner. The ARV of each grand prize is Two Thousand Dollars (\$2000) for a total of Eight Thousand Dollars (\$8000). Transportation costs are excluded in the given price. Any difference between stated value and actual value will not be awarded. The Grand Prize Winners 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 Grand Prize Winners. 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 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, bankruptcy, 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 Grand Prize Winners 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 Grand Prize Winners.
- c. 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 Qualifying Prize Winners and Grand Prize Winners. 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 is not responsible for replacing prizes that have been awarded. 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.
- 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. 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. Twenty (20) Qualifying Prize Winners and four (4) Grand Prize Winners will be selected on-air as described above in Section 1 of these Official Rules.
- c. Odds of winning a qualifying prize depend upon the number and order of eligible phone calls received. Odds of a Qualifying Prize Winner winning the grand prize are four (4) in twenty (20).
- d. Qualifying Prize Winners and Grand Prize Winners must listen to the Station but do not need to be present to win. All prizes must be picked up or claimed within thirty (30) days of winning, as directed by the Station, including in-person, if public health conditions permit, at the office of the Station located at 55 North 300 West, Salt Lake City, Utah 84180 between regular business hours of 8:00 a.m. (MT) to 5:00 p.m. (MT), Monday through Friday. Prizes cannot be claimed by third parties on behalf of the Qualifying Prize Winners or Grand Prize Winners. If public health conditions do not permit Qualifying Prize Winners or Grand Prize Winners to claim their prize in person within thirty (30) days, the Station will coordinate with each Qualifying Prize Winner and Grand Prize Winner to confirm his or her identify remotely and to deliver the prize by mail or other means of delivery. If a prize is shipped, each Qualifying Prize Winner and Grand Prize 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.
- e. Potential Qualifying Prize Winners or Grand Prize Winners 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 Qualifying Prize Winners or Grand Prize Winners will be required to respond to such notification attempt and must execute and return a completed 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 Qualifying Prize Winner or Grand Prize Winner are 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 Qualifying Prize Winner or Grand Prize Winner forfeits the prize(s). The Station is not responsible for any changes in an Entrant, Qualifying Prize Winners or Grand Prize Winners 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 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: <https://1035thearrow.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, bankruptcy, 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 accepting 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 Qualifying Prize Winner and Grand Prize Winner will be required to produce identification satisfactory to the Station. For example, Qualifying Prize Winners and Grand Prize Winners will be required to sign an IRS Form W-9 and verify their identity either in-person or 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 Qualifying Prize Winner and Grand Prize 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 prize(s) constitutes an agreement by Entrants, Qualifying Prize Winners and Grand Prize Winners to 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; (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), Qualifying Prize Winners or Grand Prize Winners including any

results thereof such as changes in services or location necessitated by same; (vii) any delays or cancellations 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), 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 Station's sole control; or (viii) bankruptcy or any expenses incurred by Contest Qualifying Prize Winners or Grand Prize Winners as a result of any cancellations, delays, or other circumstances beyond the Station's control that may affect the Station's ability to provide any of the prizes.

- g. Except where prohibited, by entering the Contest and/or accepting prize(s), 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 Salt Lake City, Utah; (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. Utah 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 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: <https://1035thearrow.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. COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), only one (1) entry per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) entry by using the same phone number, 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: <https://1035thearrow.com/> or by sending a request, along with a self-addressed stamped envelope, to the Station at 55 North 300 West, Salt Lake City, Utah 84180.