

## **CHAVEZ RADIO GROUP OFFICIAL CONTEST RULES**

Any individual who enters, attempts to enter or in any way participates or attempts to participate in any contest, sweepstakes or giveaway (“Contest”) conducted by Chavez Radio Group, a California corporation (“CRG”) and/or its radio stations KNAI 88.3 FM, KYCA FM, KSEA 107.9 FM, KRIT 93.9 FM, KMYX 92.5 FM, and KRCW 96.5 FM, KUFW 106.3 FM, and KYLI 96.7 FM (collectively the “Participating Stations”) agrees to be bound by the terms and conditions provided in these Official General Contest Rules (“General Rules”), as well as by CRG’s interpretations of these General Rules which are final and binding in all matters relating to any Contest. Some Contests will have specific rules developed for them (“Specific Contest Rules”). In the event there is a discrepancy or inconsistency between these General Rules and the Specific Contest Rules, the Specific Contest Rules shall control.

CRG and the Participating Stations may from time to time conduct contests concurrently and simultaneously on the Participating Stations owned by CRG, and in various States, and CRG may add or remove the Participating Stations or change call letters on any Participating Station at any time during a contest as announced on the affected station. Participating Stations will be explicitly identified on the Specific Contest Rules.

The Contest is administered by CRG and the Participating Stations and any questions, comments, or complaints regarding the Contest must be directed to the contest administrator listed in the Specific Contest Rules. Entrant (s) acknowledges and understands that any information provided will be used for administering the Contest.

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING.** CRG’s Contests are open to legal residents of the United States who are 18 years of age or older unless otherwise announced or stated herein. Void outside participating Station’s Total Market Area (“TMA”) and where prohibited. Do not enter this contest if you are not located in the United States at the time of entry. Odds of winning depend upon the number of eligible entries received during the Contest Period.

### **CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

CRG and the Participating Stations reserve the right to cancel, terminate, modify or suspend any Contest if the Contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs,” tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of CRG and/or the Participating Stations to cancel, terminate, modify or suspend any Contest shall be final in all respects.

**CONTEST DESCRIPTION:**

All CRG and Participating Stations Contests will be described through electronic, print or on-air advertising or promotion and governed by these General Rules unless the Contest has Specific Contest Rules developed for it.

CRG and the Participating Stations assume no responsibility for contestants not making timely phone calls to the station as a result of the delays in the Internet stream. **WARNING:** *Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest Participants should not rely on streamed broadcasts. Contestants may contact their local Participating Station to determine participation or visit CRG or Participating Station's website. Contest is not valid on weekends and holidays unless otherwise mentioned herein or announced on air.*

Please refer to the on air announcement for specifics on participation and how a winner will be determined. Only one entry per person per household permitted for the duration of the Contest. Entries are subject to any applicable restrictions or eligibility requirements listed herein. Entries will be deemed made by the authorized account holder of the telephone phone number submitted at the time of entry and qualification. Use of any device to automate entry is prohibited. CRG and the Participating Stations are not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. Neither CRG nor the Participating Stations are responsible for lost, late, illegible, misdirected, mutilated, postage-due or incomplete entries or mail.

**Conditions on Participation:**

If the entrant is unable to verify registration information the entrant will automatically be disqualified and his or her prize will be forfeited. CRG and the Participating Stations reserve at their sole discretion the right to choose an alternative qualifier in the event that a qualifier has been disqualified or is deemed ineligible. CRG and the Participating Stations are not responsible for any change of email address, mailing address and/or telephone number of entrants. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail or any other form of communication the CRG and/or Participating Stations may use to contact the qualifier and/or a potential winner. CRG and/or Participating Stations are not obligated to leave a voice mail, answering machine or other message. CRG and the Participating Stations are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a qualifier or potential winners or for any late, misdirected, or if the qualifier or potential winner is a minor, for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given upon notification or unless otherwise stated, the entrant will automatically be disqualified and his or her prize will be forfeited, no alternative prize will be substituted. Furthermore eligible contestants agree as follows: All decisions of the judges will be final.

By participating, contestants agree (a) to be bound by the Contest's Official Rules; (b) as between the contestant, CRG, and the Participating Stations, that the decisions made by CRG and the Participating Stations are final on all matters relating to the Contest; (c) contestant cannot participate on behalf of any employer or third party; (d) in the event that contestant does not comply with the rules, then the eligible winner will be disqualified. CRG and the Participating Stations, in their sole discretion, reserve the right to select an alternate qualifier and/or potential winner at that time.

## **2. Prize(s).**

The Prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize, except in CRG and the Participating Station's sole discretion. All prizes must be redeemed from CRG and/or the Participating Stations within 10 days of the contest end date unless otherwise stated or instructed at the time the winner is selected or unless required as in date specific prizes. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If the winner is not available on the specified dates, winner will be disqualified and CRG and the Participating Stations reserve the right to choose an alternative Prize winner. For certain prizes which are date specific CRG and/or the Participating Stations are not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded. CRG and/or the Participating Stations reserve the right to not award the Prize associated with that canceled event or concert, without any payment or obligation to the winner or potential winner. Any provided tickets are subject to certain terms and conditions specified thereon. Location of seats and tickets are in CRG and/or the Participating Stations sole discretion or may be predetermined as supplied by the Sponsor. Winners are solely responsible for any taxes on their respective Prizes. No cash equivalent or substitution of any Prize is offered, except at the sole discretion of CRG and/or the Participating Stations. If a Prize, or any portion thereof, cannot be awarded for any reason, CRG and/or the Participating Stations reserves the right to substitute such Prize with another prize of equal or greater value, as determined by CRG and/or the Participating Stations in their sole discretion. Winner(s) must present state authorized identification prior to being awarded the Prize. If a winner cannot be contacted or is disqualified for any reason, CRG and/or the Participating Stations reserve the right to determine an alternate winner or not to award that winner's Prize, in their sole discretion.

**ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.**

No more than the advertised number of Prizes will be awarded. The Prize elements will be awarded as described herein (subject to legal restrictions, etc). If the winner is disqualified or is found to be ineligible for the contest, CRG and the Participating Stations reserve the right to



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determine an alternate winner or not to award the prize, at their sole discretion. By accepting the Prize, the Prize winner must agree to the Prize conditions on participation and must sign a

release to be eligible to receive a prize and hereby agrees that: (i) that all decisions made CRG and/or the Participating Stations with respect to the Contest are final and binding; (ii) to release the CRG, the Participating Stations, and their respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Contest and the award or use of the Prizes; (iii) to allow CRG and the Participating Stations to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this Contest, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the Prize. CRG and the Participating Stations are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the Prize or any part thereof, by reason of any 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, 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 control of CRG and the Participating Stations.

All other costs and expenses related to Prize acceptance and use not specified as being provided are the sole responsibility of Prize winner. CRG and the Participating Stations are not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose. CRG and the Participating Stations will have no further obligation to winner.

### **3. Eligibility and Limitations.**

Participants and winner(s) must be at least 18-years old, as of the date of entry and Prize award as determined by the CRG and the Participating Stations, unless otherwise announced at the time the cue-to-call was broadcast on-air and is a legal resident of the 50 U.S states or D.C. All contestants must be at least 18 years old to be eligible to participate in contests that include hotel/motel accommodations, motor vehicles, boats, and/or air travel as prizes. Participants and winners must reside within the TMA of the Participating Stations. Unless otherwise stated in the Official Contest Rules, only one (1) entry per person and only one (1) prize per household for the Contest and for any thirty (30) day period. Employees of CRG, the Participating Stations, the Contest's participating Sponsor and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate or win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

#### **4. Tampering and Delivery Disclaimer.**

(a) CRG and the Participating Stations in their sole discretion, reserve the right to disqualify and prohibit from participating any person, who CRG and the Participating Stations determine (in their sole discretion) is or is attempting to: (i) tamper with CRG's website, radio stations, and/or any part of the Contest; (ii) attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants or CRG's agents; and/or (iv) otherwise violating these Official Rules or the Terms of Use of CRG's Website.

(b) ANY ATTEMPT TO DELIBERATELY DAMAGE CRG'S OR THE PARTICIPATING STATIONS' WEBSITES, RADIO STATIONS (OR ANY PART THEREOF) OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, CRG AND THE PARTICIPATING STATIONS (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS CRG, THE PARTICIPATING STATIONS AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST.

If, in the opinion of CRG or the Participating Stations, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Contest, or fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Contest, CRG and/or the Participating Stations reserve the right to void suspect entry and/or evaluations and/or terminate the Contest and award the Prize in its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address, the entry in question may be disqualified. For all contests, CRG and the Participating Stations disclaim all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. CRG and the Participating Stations are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic



congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any

injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. CRG and the Participating Stations disclaim all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond CRG and the Participating Station's control, or otherwise.

CRG and/or Participating Stations are not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. CRG and the Participating Stations further reserves the right to cancel, terminate or modify the contest if, in the sole discretion of CRG and/or the Participating Stations, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. CRG and/or Participating Stations may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. CRG and the Participating Stations reserves the right, in their sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. In the event of termination of the Contest by CRG and/or the Participating Stations, CRG and/or the Participating Stations reserve the right to award any prize(s) in a manner deemed fair and equitable by CRG and the Participating Stations. In no event will the type and quantity of prizes awarded exceed the number of prizes described in the Contest Official Rules.

#### **5. Publicity; Use of Personal Information.**

By participating, where allowed by law, all winner(s) grant the CRG and the Participating Stations exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the CRG and the Participating Stations may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list.

#### **6. Release.**

By participating in the Contest, each participant and winner waives any and all claims of liability against the CRG and the Participating Stations and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any Prize, including any travel related thereto.



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In order to receive a prize, participants must sign an official waiver form provided by CRG and/or the Participating Stations.

### **7. Taxes.**

Any valuation of the Prize(s) stated in the Contest Official Rules is based on available information provided to CRG and/or the Participating Stations, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the Prize(s) and paying any expenses associated with any Prize(s) which are not specifically provided for in the Official Rules. Each winner must provide CRG and/or the Participating Stations with valid identification and a valid taxpayer identification number or social security number before any Prize will be awarded. Any person winning over \$600 in prizes from CRG and/or the Participating Stations will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

### **8. Conduct and Decisions**

By participating in the Contest, participants agree to be bound by the decisions of CRG and/or the Participating Stations. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. CRG and/or the Participating Stations will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of CRG and/or the Participating Stations, CRG and/or the Participating Stations reserve the right to terminate this Contest, or make such other decisions regarding the outcome as the CRG and/or the Participating Stations deem appropriate.

If, for any reason, more bona fide winners come forward seeking to claim the Prize, the winner may be selected in a random drawing from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the advertised number of Prizes will be awarded. All decisions made by CRG and/or the Participating Stations are final. Any reference in these Official Rules or as part of the Contest to the CRG and the Participating Stations' "discretion" and/or any exercise of discretion by CRG and/or the Participating Stations shall mean in their "sole and unfettered discretion." Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, CRG and the Participating Stations reserve the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law. CRG and/or the Participating Stations further reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if



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in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) cancel, terminate or modify the Contest if, in the sole discretion of CRG and/or the Participating Stations, it is impossible or impractical to complete the Contest as planned for any

reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort ; (iii) alter or amend these Contest Official Rules at any time; and (iv) stop or conclude the Contest at any time without prior notice. Material changes to the Contest Official Rules will be broadcast on-air, when practical.

### **9. Miscellaneous.**

Odds of winning depend upon the number of eligible entries received during the Contest Period from all Participating Stations. Each winner must submit proof of eligibility and sign the CRG and/or the Participating Stations' release form to claim the Prize. CRG and/or the Participating Stations may substitute prizes, amend the Contest Official Rules or discontinue the Contest at any time as announced on the Participating Station(s). CRG and/or the Participating Stations disclaim any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the Contest Official Rules, or where required by law, a list of winners, visit the business office of the Participating Stations during normal business hours or visit the Participating Stations' websites. All entries become the property of CRG and the Participating Stations and will not be returned.

As a condition of participating in the Contest, participants agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of Contest's Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

### **10. Compliance with Law**

The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. CRG and the Participating Stations shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by applicable local and state law.