

102.5 KZOK Artist Of The Day  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

1. HOW TO ENTER

- a. These rules govern the 102.5 KZOK Artist Of The Day promotion (the "Promotion"), which is being conducted by KZOK-FM (the "Station"). The Promotion begins on May 1, 2017 and ends on May 26, 2017 (the "Promotion Dates").
- b. To participate in the Promotion, entrant may enter by text message and online beginning on May 1, 2017 at 7:20am Pacific Time ("PT") and ending on May 26, 2017 at 7:59pm PT (the "Entry Period") as follows:

First, entrants must listen to the Station weekdays beginning on May 1, 2017 and ending on May 26, 2017 at approximately 7:20am PT for the announcement of that weekday's Artist Of The Day (the "Artist"). Then, continuing listening to the Station up until 8:00pm PT each weekday for a song by the Artist to air. Songs by the daily Artist will air up to three (3) times per weekday on Monday and Tuesday, up to two (2) times per weekday on Wednesday and Friday, and up to one (1) time on Thursday during the first week of the Promotion Dates. Songs by the daily Artist will air up to three (3) times per weekday on Monday and Wednesday, up to two (2) times per weekday on Tuesday and Friday, and up to one (1) time on Thursday during the second and third weeks of the Promotion Dates. Songs by the daily Artist will air up to three (3) times per weekday on Tuesday and Friday, up to two (2) times per weekday on Monday and Wednesday, and up to one (1) time on Thursday during the fourth week of the Promotion Dates. Each weekday will have a unique Artist. Upon hearing a song by the Artist air, entrants may enter via text message or online as described below. Any entries received before the song is aired will be disqualified. Entrants will be permitted to enter until the end of the hour in which the song by the Artist was aired. For example, if the song is aired at 8:30pm PT, entries would be valid from 8:30pm PT to 8:59pm PT. Station will be the official timekeeper for this Promotion at its sole discretion. Upon hearing the Artist's song begin to play, enter by text or online as follows:

(i). **Text Method**: Text the Keyword "MONEY" to 24300 to enter the Promotion. Message and data rates may apply. The Station is not responsible for any fees incurred by an entrant for this method of entry. Potential prize winner(s) in a text message promotion must provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth to verify eligibility. P.O. Boxes are not permitted. By entering by text, entrants consent to receive a confirmation text message from the Station.

OR

(ii). **Online Method**: Visit <http://www.KZOK.com> and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Each entry must include the Keyword, "MONEY". Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned.

Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator.

- c. **Limit one (1) entry per person per song play, regardless of entry method.** Multiple participants are not permitted to share the same email address or phone number. There will be up to a total of forty-four (44) winners selected in the Promotion.
- d. 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 on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older and who reside in the state of Washington within the following counties: King, Pierce, Snohomish, Island Thurston, Kitsap, Whatcom, Skagit, San Juan, Clallam, Jefferson, Grays Harbor, Mason, Pacific, Lewis and East & West Kittitas, Chelan and Douglas County. Void where prohibited or restricted by law. Employees, officers, directors and agents of the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Seattle metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion 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.
- b. The winner(s) may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- c. 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.

## 3. PRIZES

- a. Up to forty-four (44) prizes will be awarded in the Promotion. Each prize consists of a check issued by CBS Radio in the amount of one hundred two dollars and fifty cents (\$102.50) OR one thousand dollars (\$1,250). Winners selected on Mondays, Tuesdays, Wednesdays and Fridays during the Promotion Dates will win a prize in the amount of one hundred two dollars and fifty cents (\$102.50), while winner selected on Thursdays during the Promotion Dates will win a prize in the amount of one thousand dollars (\$1,250). The Approximate Retail Value of each prize will be either \$102.50 or \$1,250 as described above.

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). Cash prizes will be awarded in the form of a check issued by CBS Radio which will be mailed to the winner(s). Check will not be awarded, processed or mailed until winner(s) has claimed the prize at the Station, presented all required documentation, and signed all required releases and tax forms. Check will be mailed approximately between ten (10) and fourteen (14) weeks after the Station receives all required paperwork back from the winner(s). Prize checks will be mailed to the winners address provided W9 form. In the event that the W9 address is invalid, the secondary source of mailing address will be used (winner's valid photo ID).

- 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 ten (10) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(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 warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Up to forty-four (44) total winners will be selected in the Promotion as follows:

Up to one (1) winner will be selected promptly following the top of the hour after each eligible Artist song play in a Station-conducted random drawing from all combined eligible text message and online entries received for that specific Artist song play.

Non-selected entries will not rollover into any subsequent random drawings in the Promotion. Entries will only be valid for the random drawing associated with that time's Artist song play.

- c. Odds of winning depend upon the number of combined text message and online entries received for each random drawing.
- d. Entrants must listen to the Station to enter and win, but need not be present.

- e. Each potential prize winner will be notified by telephone promptly following their random drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Check prizes will be issued within ten (10) and fourteen (14) weeks following confirmation of eligibility and completion of all requisite releases and IRS forms. 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 and an alternate winner will not be selected. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. 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. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that

corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, 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 or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and 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 Promotion prize 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.
- f. 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 Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. 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 text or 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 Promotion. Failure to comply with the rules of the Promotion 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 Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.
- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).

- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 New York, NY; (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. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by May 26, 2017 to "102.5 KZOK Artist Of The Day – Official Rules," Attn: Promotions, KZOK-FM, 1000 Dexter Ave N, Seattle, WA 98109. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by June 26, 2017 to the above address marked "102.5 KZOK Artist Of The Day – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at <http://www.KZOK.com>.

## 6. PRIVACY

- a. By participating in the Promotion, 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 <http://www.KZOK.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.

Administrator: KZOK-FM, 1000 Dexter Ave N, Seattle, WA 98109.