710 KNUS 75" Super Size Big TV Giveaway! Official Rules

Sweepstakes Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING.

Promotional Period: 710 KNUS 75" Super Size Big TV Giveaway Contest, (the "Promotion"), begins on or about Monday January 6th, 2020, unless otherwise announced by 710 KNUS-AM (the "Station"), and ends on or about Wednesday, January 29th, 2020 (the "Promotional Period").

Entry Deadline: The deadline to submit the last entry is Wednesday, January 29th, 2020 at 11:59pm MST.

Eligibility and Limitations: Participants and winner must be at least 18-years old and a legal resident of the Unites States as determined by Salem Media Group (the "Company"). Previous winners from the 60 days prior to January 29th, 2020, employees Company, this Sweepstakes' participating Sponsors and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate and win.

Entry Method: During the Promotional Period, you may enter by visiting <u>https://710knus.com</u>, (the "website") and following the instructions to enter.

Limit one (1) unique entry per person per day.

Bonus Entries: Entrants will have the opportunity to earn up to five (5) bonus entries by downloading the KNUS Mobile Application on the Apple App Store or Google Play Store. Additionally, ten (10) bonus entries may be earned for each unique person who uses the entrant's unique entry url shared on Facebook and/or Twitter to enter the contest. There is no limit to the shared url bonus entries.

Information Provided: Entrants must provide truthful information when entering the Promotion; the Promotion Entities may reject and delete any entry found to be false or fraudulent, as determined by the Promotion Entities.

Entrants must submit all information required on the entry form, which may include first and last name, telephone number, email address, home address, and/or date of birth. Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt.

All entry information may be shared with the sponsors (if any and described on an attached list, and entrants may be contacted with promotional or marketing materials with the option to opt out.

Drawing: One (1) winner will be selected in a random drawing on January 30, 2020 from among all eligible entries received during the Promotional Period. All decisions are final and binding in matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received. Drawing may be done through an electronic script which will randomly select the winner by using a computer script designed to select random entry or entries. Potential winner will be notified by email or mail within one day of the drawing date. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements.

Prizes/Taxes: Company/Sponsor makes no warranties with regard to the prizes. Prizes are not transferable. No substitutions of prize allowed by winner, but Company/Sponsor reserves the right to substitute a prize of equal or greater value. Prizes are not redeemable by winner for cash value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

Conditions and Release: By participating in this Sweepstakes, all participants and winner(s) grant the Company exclusive permission to use their names, location, characters, photographs, voices, and likenesses in connection with promotion of this and other Sweepstakes and waive any claims to royalty, right, or remuneration for such use. By participating, each participant and winner waives any and all claims of liability against the Company/Sponsor, its employees and agents, for any personal injury or loss, harm, damage, injury, cost or expense which may occur from the conduct of, preparation for, travel to, or participation in, the Sweepstakes, or from the use or misuse of any prize or participation of any related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Company/Sponsor is not responsible if Sweepstakes cannot take place or if *any* prize cannot be awarded/delivered due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, or weather.

Miscellaneous: Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, unauthorized access to, or alteration of, entries. The Company is not responsible for any problems technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury to entrant's computer related to participation in the Sweepstakes. Company may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by using unfair or fraudulent means. The Company/Sponsor will resolve any disputes, conflicting claims or ambiguities concerning the rules. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Apple, Facebook, Twitter, Instagram, or any other social media platform. By submission of an entry, you release Facebook, Twitter, Instagram and any other social media platform from any responsibility or liability related to the Promotions. You are providing entry information to one or more of the Promotion Entities and not to Facebook, Twitter, Instagram or any other social media platform.

Promotion Entities are not responsible for technical outages, delays, or malfunctions of any kind, including those related to the Internet, cell phone service, or computer failures. Accordingly, Promotion

Entities are not responsible for errors or data loss of any kind, lost or unavailable Internet connections, failed, incomplete, garbled or deleted computer or network transmissions, inability to access any website or online service, any other error or malfunction, late, lost, illegible or misdirected entries, or for printing errors in any advertisement, entry form or rules.

Entry materials that have been tampered with or altered are void. If the Promotion Entities determine, in their sole discretion, that there is any suspected or actual electronic tampering with the Promotion or if technical difficulties compromise the integrity of the Promotion, the Promotion Entities reserve the right to void the entries at issue and/or modify, suspend or terminate the Promotion. If, for any reason, the Promotion is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Promotion Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion.

Any attempt by an entrant or any person to deliberately damage any website or social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the company reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Prizes and Odds of Winning:

- The prize is one (1) LG 75" Class LED 2160p Smart 4K UHD TV with HDR, Wall Mount, 2 HDMI Cables, and delivery and professional installation (within 25 miles of the nearest retailer selected at the station's sole discretion), with an approximate retail value of \$1,300 will be awarded after the drawing.
- 2. Odds of winning depend on the number of eligible entries received.
- 3. Prizes cannot be transferred or substituted except in the station's sole discretion. The station reserves the right to substitute the prize with a prize of comparable or greater value (as determined by the station in its sole discretion). The prize is expressly limited to the item listed above.
- 4. By accepting a prize, winner agrees to release the station and its advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the receipt, ownership or use of the prize.
- 6. Winner Selection and Notification:
 - 1. Winner will be randomly selected from among all eligible entries via random drawing conducted on the weekday following the day on which the Promotion concludes.
 - 2. Winner will be contacted by the at the phone number or email provided at the time of entry. The station is not responsible for any prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the station's control.

- 3. Prior to awarding a prize, the station, in its sole discretion may require verification of winner's identification by a showing of valid government-issued photo ID.
- 4. Decisions of the station with respect to winner selection and the awarding of prizes are final and binding when made.
- 7. General
 - 1. Payments of all federal, state and local taxes are solely the responsibility of winner. Winner must execute and return any required IRS form (including IRS form W9), affidavit of eligibility, liability and publicity release (where permitted by law), or similar document within ten (10) days of notification or winner may be disqualified in the station's sole discretion and the prize will be forfeited.
 - 2. Any entrant who provides a mobile wireless number in connection with the Promotion, including by providing a mobile number for winner notification purposes, is responsible for informing the Promotion Entities if his or her number is reassigned to another person at any time before the end of the Promotion and for providing an alternative number where he or she may be reached.
 - 3. Participating in the Promotion and accepting a prize constitutes the winner's permission for the station or its agents to photograph, film, and record winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the station may, where legal, require a winner to sign a publicity release confirming such consent prior to acceptance of the prize.
 - 4. To the fullest extent permitted by law, by participating in the Promotion and/or accepting a prize, you understand and agree:
 - 1. to release and hold harmless Promotion Entities, and each of their respective parent, subsidiary and affiliated entities, advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook), and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the Prize or the Promotion. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.
 - 2. that the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
 - 3. that any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
 - 4. that any and all claims, judgments, and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering this Promotion,

but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

- 5. that any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Main Sponsor is located, without regard to the conflicts of laws and rules of that State or Commonwealth;
- 6. that any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State of California, and you submit to the jurisdiction of and waive all objections to the jurisdiction or venue of such tribunal; and
- 7. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein

 Official Rules and Winner List: To obtain a copy of these Official Rules or a winner list following completion of the Promotion, send a self-addressed, stamped envelope specifying "Super Size Big TV Giveaway Contest Official Rules" or "Super Size Big TV Giveaway Contest Winner List" to: 710 KNUS(AM) at 3131 S. Vaughn Way, Suite 601, Aurora, CO 80014.