



## KFWB / SOUTH COAST MITSUBISHI CAR GIVEAWAY

January 2, 2014

### OFFICIAL RULES

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

#### 1. HOW TO ENTER

- a. These rules govern the KFWB / South Coast Mitsubishi Car Giveaway promotion (the "Promotion"), which is being conducted by KFWB NEWS TALK 980 (the "Station"). The Promotion begins on January 6, 2014 and ends on February 23, 2014 (the "Promotion Dates").
- b. To enter the Promotion, you may enter by phone beginning on January 6, 2014 at 5:00am – 9:00am (PT) and ending on January 31, 2014 at approximately 7:00pm PT; or online beginning January 6, 2014 at 12:01am (PT) and ending on January 31, 2014 at 11:59pm (PT), (the "Entry Period") as follows:
- c. To participate in the Promotion, you must listen to KFWB for the cue to call from 5:00am – 9:00am (PT) and 4:00pm - 7:00pm (PT) on weekdays starting on Monday, January 6, 2014 (PT) and ending on Friday, January 31, 2014 for the announcement of the cue to call by the on-air announcer. Upon hearing the cue to call, the designated caller (as announced by the on-air announcer prior to the cue to call) to get through to the Station contest line at 1-323-520-6215 will become a qualifying prize winner and will be qualified for a chance to win the grand prize ("Qualifier") upon confirmation of eligibility. At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their 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 only once.
- d. To participate in the Promotion, you may also log onto [www.KFWB.com](http://www.KFWB.com) and follow the links and instructions to enter the Promotion and submit your first name and last name, complete address, city, state, zip code, telephone number, date of birth and a valid email address in the online entry form. Only one internet entry per person and one internet entry per email address is permitted. Internet 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 an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. All entries submitted become the sole property of the Station and 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 by Station. Station's computer is the official time keeping device for the Promotion. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. All entries must be received by 11:59pm PT on January 31, 2014.
- e. There will be up to a total of one-hundred and thirty (130) qualifying prize winners selected on-air, ten (10) qualifying winners selected online and one (1) grand prize winner selected from all one-hundred and forty (140) qualifying prize winners at the conclusion of the Promotion.

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- f. 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 18 years of age or older with a valid driver's license and who reside in one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura. Employees of South Coast Mitsubishi, the Los Angeles Clippers, the Station, the Station's licensee (collectively, "Promotion Entities"), their respective parent, subsidiary and affiliated entities, Station's advertising and promotional agencies and participating sponsors, other radio stations in the Los Angeles metropolitan area, the members of their immediate families (spouse, parent, sibling or child) 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 and is void where prohibited. Entrants are responsible for complying with these Official Rules.

b. Listeners are eligible to win a prize valued at \$50 or more or event tickets valued at \$100 or more only once every thirty (30) days, and listeners are eligible to win a prize in a Promotion conducted by the Station only once every sixty (60) days if the prize is valued over \$600 and only once per year if prize is valued over \$1,000. Only one winner per household is permitted in any Station promotion.

c. The winners may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize. The grand prize winner must have a valid U.S. driver's license and proof of insurance to take delivery of the grand prize vehicle.

d. 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. One-hundred and forty (140) qualifying prizes will be awarded. Each qualifying prize is two (2) tickets (valid for the winner and one (1) guest) to see a Los Angeles Clippers game at Staples Center. The Approximate Retail Value ("ARV") of each qualifying prize is \$40.00. The 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. The prize is awarded as is. Tickets valid only on the date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time. Lost or stolen tickets will not be replaced. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize.

b. One (1) grand prize will be awarded. The grand prize is a 2014 Mitsubishi Mirage DE. The ARV of the grand prize is \$14,790.00. The prize winner shall be solely responsible for any applicable taxes, sales tax (if any), dealer preparation fees, title, license, and registration fees, destination charges, insurance (proof of which must be shown prior to taking possession of vehicle), operating and maintenance expenses, or any other fees and expenses not specified herein associated with the receipt and use of the grand prize. Grand prize will be based on dealer stock/availability. Dealer incentives or rebates will not be credited or applied to any vehicle won. Winner must take possession of vehicle prize at a dealership designated by the Station within forty-five (45) days following winning or whenever winner's vehicle becomes available. Winner is responsible for all costs associated with any permitted vehicle upgrade/option package and/or accessories. If required by law, winner must have a valid U.S. driver's license and proof of insurance to take delivery of vehicle prize. All obligations must be met before contestant takes possession of the vehicle. The prize is provided as is. Neither the Promotion Entities nor the dealer/retailer have made or are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize. Grand prize's actual retail value may vary from the ARV stated herein and is subject to the vehicle make, model, options, accessories, or delivery location, and any applicable taxes or government-required fees not specified herein. In the event winner chooses a vehicle valued less than the stated maximum ARV, winner will not receive compensation or cash for difference. Grand prize winner will be required to pick

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up car from South Coast Mitsubishi (2860 Harbor Boulevard, Costa Mesa, CA 92626) and furnish legal proof of eligibility, including a valid driver's license and valid Social Security card after the within 45 days of event date. Additionally, grand prize winner will be required to provide proof that the minimum liability insurance required by vehicle lease has been purchased before vehicle will be released to winner. Unless prohibited by law, acceptance of the prize constitutes permission to use the name, photographs, voices and likenesses for publicity and promotional purposes without further compensation to the winners. The grand prize winner will be required to execute an affidavit of eligibility and release. Processing of the grand prize will begin when the winner has completed all paperwork and required releases/affidavits and all required documents are received by the Station. The Station is not responsible for the safe arrival of a prize or prize certificate.

c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at South Coast Mitsubishi (2860 Harbor Boulevard, Costa Mesa, CA 92626). The qualifying prize winners will forfeit any prize or prize certificate not claimed by 11:00am PT on February 23, 2014. The grand prize winner will forfeit the grand prize if not claimed from South Coast Mitsubishi within 45 days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.

d. The Prize(s) is not transferable, and no substitution, assignment, or cash equivalent of prize 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. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

#### 4. POTENTIAL WINNER SELECTION AND NOTIFICATION

a. Decisions of the Station management with respect to the Promotion are final.

b. Up to one-hundred and thirty (130) qualifying prize winners will be selected on-air and up to ten (10) qualifying prize winners will be selected online as described in Section 1 of these Official Rules.

c. All Qualifiers will be invited to attend the Grand Prize Event from 9:00am (PT) – 1:00pm (PT) on February 23, 2014 at South Coast Mitsubishi, 2860 Harbor Boulevard, Costa Mesa, CA 92626. One (1) grand prize winner will be selected from the eligible Qualifiers. All Qualifiers must be present to be eligible for the Grand Prize Event. Each Qualifier must register and complete all paperwork between 9:00am-11:00am PT. Each qualifier must be present at the Grand Prize Event from 11:00am (PT) to approximately 1:00pm (PT) at South Coast Mitsubishi, 2860 Harbor Boulevard, Costa Mesa, CA 92626. Any Qualifier who is not present at South Coast Mitsubishi by 11:00am PT on February 23, 2014 will forfeit his/her chance to win the grand prize. No proxies or stand-ins will be allowed.

d. At the time of registration, each Qualifier will be assigned a number in chronological order (first person to sign in is assigned number one (1), the next person to sign in is assigned number two (2), etc.) :

- Finalists will then line up in numerical order according to the number assigned. Between approximately 11:00am (PT) and approximately 1:00pm (PT) starting with the lowest number, Finalists will select a key from the key bucket. One at a time and in order based on the assigned numbers, Finalists will be given one (1) opportunity to use their key to start the car. The first Finalist who successfully starts the car with their key will win the grand prize and the Promotion will end immediately. No additional Finalists will be allowed to attempt to start the car once the first person has started it.

- In the event that less than one-hundred and forty (140) Qualifiers attend the Grand Prize Event on February 23, 2014, the number of keys in the key bucket will decrease in conjunction with attendees (i.e., If only 70 Qualifiers show up then only 70 keys will be placed in the key bucket). In the event that no key starts the car, one (1) grand prize winner will be selected in a random drawing of all Qualifiers.

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- e. Odds of being selected as a Qualifier depend upon the number and order of calls received. Odds of a Qualifier winning the Grand Prize are 1 in 140 but may be greater if less than 140 Qualifiers are present at the Grand Prize Event.
- f. Qualifiers must listen to the Station to qualify. The Grand Prize winner does not need to listen to the Station to win the Grand Prize but must be present on February 23, 2014 to win the Grand Prize.
- g. Potential qualifying prize winners will be notified of winning at the time of their winning phone calls. The Grand Prize winner will be notified onsite at the conclusion of the Promotion on February 23, 2014. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. The qualifying prize winners must execute and return any required affidavit of eligibility and/or liability/publicity release by 11:00am PT on February 23, 2014 or prize will be forfeited. The Grand Prize winner must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of winning. If a potential winner cannot be contacted, fails to sign and return the required 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.

## 5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner 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 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 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. Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of the prize (s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its agents 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 won, hometown (city and state), biographic information, likeness, photograph, 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, 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 constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion's sponsor(s), the Station, its licensee, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize 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 Promotion, or delivery, possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy.
- 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 winners, 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; (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 and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of

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any kind; or (vi) any cancellations, delays, diversions, or 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 that 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. The use of any device to automate entry is prohibited and will result in disqualification. Online entries generated by a script, macro or use of automated devices will be disqualified at the Station's discretion. The 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 of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who 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. For phone or mobile entries, the authorized account holder is the natural person who 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 tampering with the entry process or the operation of the Station's website. 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 reserves the right to disqualify that entrant from entering and/or winning this and future Station-administered Promotions and to prosecute and seek damages to the fullest extent permitted by law.

g. The Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize 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.

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) 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"). Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California 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 for receipt by January 31, 2014 to "KFWB / SOUTH COAST MITSUBISHI CAR GIVEAWAY – Official Rules," Attn: Promotions, 5670 Wilshire Blvd. Suite 200 Los Angeles, CA 90036. For the names of the prize winners send a self-addressed stamped envelope for receipt by March 25, 2014 to the above address marked "KFWB / SOUTH COAST MITSUBISHI CAR GIVEAWAY – 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 [www.kfwb.com](http://www.kfwb.com).

Administrator: KFWB NEWS TALK 980: 5670 Wilshire Blvd. Suite 200 Los Angeles, CA 90036

Sponsor: South Coast Mitsubishi: 2860 Harbor Blvd, Costa Mesa, CA 92626.

Sponsor: Los Angeles Clippers: 1111 South Figueroa Street Los Angeles, CA 90015

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