

KSFM's "SUMMER POOL FIESTA"

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 "Summer Pool Fiesta" promotion (the "Promotion") being conducted by KSFM (the "Station"). The Promotion begins on Monday, July 29, 2013 at 7AM PT and ends on Monday, August 5, 2013 at 7PM PT (the "Promotion Dates").
- b. To enter on-air, listen to the Station on-air each weekday beginning on Monday, Monday, July 29, 2013 and ending on Friday, August 2, 2013 between the hours of 7AM PT and 7PM PT for the announcement of the cue to call. Upon hearing the cue to call, caller number 25 to get through to the Station contest line at 916-766-KSFM will win a Qualifying Prize and will be qualified to win the Grand Prize, 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 winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may win a Qualifying Prize only once.
- c. There will be up to a total of thirty (30) Qualifying Prize winners selected on-air during 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 21 years of age or older and who reside in greater Sacramento metropolitan area. Employees of The Cosmopolitan of Las Vegas, POP Water, 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 greater Sacramento 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 \$50.00 or more or event tickets valued at \$100.00 (per ticket) once every thirty (30) days but remain eligible to win prizes of \$600.00 or greater, which can be won only once every 3 months. Only one (1) winner per household permitted in any station promotion 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.
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3. PRIZES

- a. Thirty (30) Qualifying Prizes will be awarded in this Promotion. Each Qualifying Prize is one (1) digital download of the forthcoming albums from each of the following artists: Robin Thicke, Jason Derulo, and Sammy Adams. The Approximate Retail Value ("ARV") of each Qualifying Prize is \$35.00.
- b. One (1) Grand Prize will be awarded in this Promotion. The Grand Prize is a trip for two (2) people to Las Vegas, NV and includes the following:
 - i. Roundtrip coach airfare for the Grand Prize winner and one (1) guest from an airport in the Grand Prize winner's home city to Las Vegas McCarran International Airport ("LAS") departing on Friday, August 16, 2013 and returning on Sunday, August 18, 2013.
 - ii. Two (2) nights hotel accommodations (one (1) room, standard double occupancy) at The Cosmopolitan of Las Vegas (3708 S Las Vegas Blvd., Las Vegas, NV 89109) on the nights of Friday, August 16, 2013 and Saturday, August 17, 2013.
 - iii. Two (2) tickets to the Summer Pool Fiesta on Saturday, August 17, 2013 at 8:00pm PT as well as two (2) passes to a meet and greet with Robin Thicke, Jason Derulo, and Sammy Adams prior the performance at approximately 5:00pm PT.
- c. The ARV of the Grand Prize is \$1,750.00

Actual ARV may vary depending upon airfare in effect at time of travel. Certain travel restrictions may apply. Travel arrangements must be made through the Station or its designee. Grand Prize is subject to availability. If the Grand Prize winner cannot travel on date(s) specified by the Station the winner may be disqualified, and an alternate winner may be selected (time

permitting) at the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport and/or to/from the hotel, are the responsibility of the winner. The Grand Prize winner and guest must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. Airline regulations apply. The Grand Prize winner may be required to present a valid credit card upon hotel check-in to cover any incidental expenses incurred during the winner's stay. The Grand Prize winner and guest must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel 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. The Station, in its sole discretion, reserves the right to deny entry to or to remove the Grand Prize winner and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the concert.

- d. All Qualifying Prizes or prize certificates may be picked up at the office of the Station at the address below. The Qualifying Prize winners will forfeit any Qualifying Prize not claimed within thirty (30) days of winning. In the event that a Qualifying Prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Grand Prize winner will forfeit any prize or prize certificate not claimed by 5:00pm local time on August 6, 2013. 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..
- e. The Prizes are 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 Prizes 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. Thirty (30) Qualifying Prize winners will be selected on-air as described in Section 1 of these Official Rules.
- c. One (1) Grand Prize winner will be selected on Monday, August 5, 2013 at approximately 8:00am local time in a random drawing of all Qualifying Prize winners.
- d. Odds of winning a Qualifying Prize depend on the order and number of phone calls received. Odds of a Qualifying Prize winner winning the Grand Prize are 1 in 30.
- e. Qualifying Prize winners must listen to the Station to win a Qualifying Prize, but do not need to be present to win a Qualifying Prize. The Grand Prize winner does not need to listen to the Station or be present to win the Grand Prize.
- f. Qualifying Prize winners will be notified of winning at the time of their winning phone calls. The Grand Prize winner will be notified of winning by telephone immediately following the random drawing. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. If the Grand Prize winner cannot be contacted by 5:00pm local time on August 6, 2013, or if the Grand Prize winner and his/her guest fails to sign and return the required affidavit of eligibility and/or liability/publicity release by 5:00pm local time on August 6, 2013, or if a prize or prize notification is returned as undeliverable, the potential Grand Prize winner forfeits the Grand Prize and an alternate Grand Prize winner may be selected in a random drawing of all remaining Qualifying Prize winners (time permitting) at Station's sole discretion.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. Qualifying Prize winners and Grand Prize winners 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 Promotion Entities 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 Entities, 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 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. 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 for receipt by August 5, 2013, 2013 to "Summer Pool Fiesta – Official Rules," Attn: Promotions, KSFM, 280 Commerce Circle, Sacramento, CA 95815. For the names of the prize winners send a self-addressed stamped envelope for receipt by October 5, 2013 to the above address marked "Summer Pool Fiesta – 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.ksfm.com

Promotion Administrator:

KSFM, 280 Commerce Circle, Sacramento, CA 95815
CBS Radio, 1071 Avenue of the Americas, 44th Floor, New York, NY 10020

Promotion Sponsor:

The Cosmopolitan of Las Vegas, 3708 S Las Vegas Blvd., Las Vegas, NV 89109
POP Water, 10351 Washington Blvd., Culver City, CA 90232