

**OFFICIAL WEST COVINA NISSAN VEGAS GETAWAY OFFICIAL  
CONTEST RULES.**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE**

**HOW TO ENTER:**

**WEST COVINA NISSAN** is giving consumers the opportunity to win a 2 night stay in Las Vegas to attend the Power Party Bus trip to Vegas 09/19 – 09/21, 2018. All consumers who are 21 years of age or older, who visit **West Covina Nissan** (205 N Citrus St, West Covina, CA 91791) on the Sept. 1st, 8th & 15th from Noon - 2p can enter to win for a chance to win a 2 night stay and party bus trip to Las Vegas to see Iggy Azalea on September 19-21,2018!

Attendees who are 21 years of age and older may receive (1) free raffle ticket at **West Covina Nissan** (205 N Citrus St, West Covina, CA 91791) on the Sept. 1st, 8th & 15th from Noon - 2pm. All tickets will be placed in a box/tumbler and shuffled for random drawing.

**Prizes to be raffled off include:**

This contest takes place only at the locations, times and dates above between the hours of 12noon – 2pm PST. Parties interested in participating in the raffle prize contest will check in at the Power 106 booth and receive a raffle ticket from an official POWER 106 staff team member. POWER 106 will randomly draw raffle tickets and call name. Winner must be present to collect prize. If winner is not present, an alternate winner will be selected. Drawing will take place between 1:45pm – 2pm at each scheduled event.

Contestants must be 21 years of age and older (one per family only) with legal state-issued photo identification.

This Contest is governed by these Rules, as well as by West Covina Nissan’s Official General Contest Rules (“General Rules”). In the event there is a discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern. Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest (“Participant”) agrees to be bound by the terms and conditions provided in these Rules and to the extent applicable the General Rules, as well as by all interpretations of these Rules by West Covina Nissan and by all other decisions of West Covina Nissan which are final and binding in all matters relating to the Contest.

**NO PURCHASE NECESSARY:**

No purchase is necessary to enter the raffle. A purchase will not improve your chances of winning. Parties interested in participating must have a raffle ticket from POWER 106. Participants must be on site to participate. If participant’s raffle ticket is called and they are not on premise, another name will be called and their turn will be voided.

**APPLICABLE LAW (VOID WHERE PROHIBITED):**

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

**CONTEST SPONSORS:** The sponsor of the contest is West Covina Nissan (the “Sponsor”).

**CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Sponsor reserve the right to cancel, terminate, modify or suspend the Contest if it 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 any Sponsor to cancel, terminate, modify or suspend any Contest shall be final in all respects.

**ELIGIBILITY:**

**Geographical, Age and Parental Consent Requirements:** The Contest is open to the legal United States residents of the states of California who are at least 21years of age or older at time of entry (unless otherwise specified). Sponsors reserve the right to refuse to award a prize if participant cannot provide state issued legal identification

**Contest Entity and Immediate Family Member Ineligibility:** The officers, directors, employees, contractors, and agents of West Covina Nissan, POWER 106 , Meruelo Media Group Corporation , SLS Hotel and Casino any other Sponsor(s) and any entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Past Prize Winners:** Participants who have won a POWER 106 Contest in the last thirty (30) days or who have won prizes valued over \$600 in the last twelve (12) months are ineligible.

**Employer Restrictions:** Participant is solely responsible for reviewing and understanding Participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of their employer’s policies.

**Entries Are the Sole and Exclusive Property of Sponsors:** All Contest entries and/or related submissions become the sole and exclusive property of the Sponsors upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity.

**Disclaimer of Responsibility for Entries:** Sponsors are not responsible for problems with Contest entries, prize wheel malfunctions, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Sponsors.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Sponsors, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of the Sponsors, the Sponsors are not responsible for any problems which affect or result from participation or attempted participation in the Contest. This includes but, is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Identity theft;
5. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
6. Printing errors;
7. Equipment malfunctions; and
8. Late, misdirected, lost, misplaced, illegible, mutilated raffle ticket entries.

**TAXES:**

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period 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.

**ODDS OF WINNING:**

The odds of winning will depend on the number of eligible entries received.

**WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsors that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules and the General Rules, and by all applicable laws and regulations, and the decisions of the Sponsors; and (iii) waive any rights to claim ambiguity with respect to these Rules and the General Rules.

**RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering the Contest, all Participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** West Covina Nissan, POWER 106 , Meruelo Media Group (as described above), The SLS Hotel and Casino and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the “Released Parties”), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, all Participants agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

**Furthermore, Participant expressly waives and relinquishes all rights and a benefit afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:**

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

**Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Participant expressly acknowledges that this release is intended to include, in its effect, without limitation, all claims which Participant does not know or suspect to exist in Participant’s favor at the time of execution hereof, and that this release contemplates the extinguishment of any such claim or claims. Participant acknowledges and agrees that this general release is specifically intended to be as broad and comprehensive as permitted by California law.**

**PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to POWER 106 and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose West Covina Nissan and POWER 106 and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

**DISQUALIFICATION:**

All participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Sponsors, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:**

Sponsors reserve the right in its sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsors reserve the right in its sole

discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

**GOVERNING LAW AND JURISDICTION:**

This Contest shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of California and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of any Contest.

**GENERAL RULES/LIST OF WINNERS:**

Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: West Covina Nissan **RAFFLE Contest** Rules 2600 W. Olive Ave, Suite 800, Burbank, CA, 91505.

For a list of any Contest winners send a self-addressed, stamped envelope to: West Covina Nissan **RAFFLE CONTEST** Winners List, 2600 W. Olive Ave, Suite 800, Burbank, CA, 91505.

**SPONSORS:**

**POWER 106, 2600 W. Olive Ave, Suite 800, Burbank, CA 91505**