

## **OFFICIAL DR PEPPER ZERO SUGAR CONTESTING RULES**

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

KPWR Radio, LLC dba Power 106, and KDAY Radio, LLC dba 93.5 KDAY (collectively “Station”) is conducting a contest (the “Contest”) governed by these rules (the “Rules”). These Rules supplement the Station’s Official General Contest Rules (“General Rules”) available at [www.power106.com/rules](http://www.power106.com/rules) and [www.935kday.com/rules](http://www.935kday.com/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 Rules and General Rules and by all other decisions of Station related thereto which are final and binding in all matters relating to the Contest.

### **NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

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

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

### **CONTEST SPONSORS:**

The Contest is run and sponsored by the Station (the “Sponsor”). There may be additional sponsors added to the Contest, and to the extent another party becomes a Sponsor these Rules shall apply to such later added Sponsor.

### **CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Station/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, or it may be canceled for any reason or no reason at all (except that all prizes awarded prior to cancellation of the Contest shall be fulfilled subject to the terms and conditions of these Rules). The decision to cancel, terminate, modify or suspend any Contest shall be final in all respects.

**CONTEST PERIOD:**

The Contest begins on Wednesday, May 4, 2021 at 6:00am Stations’ local time and ends on Friday, July 30, 2021 at 11:59pm (PST) Stations’ local time (the “Entry Period”). The contest takes place only Wednesday–Friday during two designated weeks and Friday – Sunday on two designated weekends during contest period.

**ELIGIBILITY:**

**Geographical, Age and Parental Consent Requirements:** The Contest is open to the legal residents of the United States with their primary place of residence in California who are at least 18 years of age or older at time of entry (a “Participant”). Sponsors reserve the right to refuse to award a prize to or on behalf of a minor.

**Contest Entity and Immediate Family Member Ineligibility:** The officers, directors, employees, contractors, and agents of the Stations, any Meruelo Group affiliated entity or business, any Sponsor(s), or other person or entity involved in the sponsorship, development, production, implementation, and execution of the Contest (which includes each of the foregoing’s respective parent, subsidiary, affiliate, and related companies and their immediate family members and those living in the same household, whether or not related)(collectively the “Contest Entities”), 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 prize as part of a Contest put on by any of the Stations or any Sponsor valued (individually or in the aggregate) 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.

**HOW TO ENTER:**

**CALL IN TO WIN:**

Listen to Power 106 and/or 93.5 KDAY for your chance to win Wednesday-Friday May 19, 20 and 21, 2021 and Wednesday-Friday June 16, 17, and 18, 2021. When listeners are prompted to be a designated caller by host, call KPWR: (818) 520-1059 or KDAY: 323-520-5329 Correct caller designated by host wins \$50 grocer gift card (participating retailers: Kroger, Vallerta, Vons) and KPWR or KDAY swag bag.

**TEXT IN TO WIN:**

Listen to Power 106 and/or 93.5 KDAY during winning weekends, May 21-23, 2021 and June 18-20, 2021. Listeners will text when provided with text number and keyword. (5) winners will be randomly chosen from all valid entries and will win \$50 grocer gift card (participating retailers: Kroger, Vallerta, Vons) and KPWR or KDAY swag bag. Local data rates may apply.

### **ENTER ONLINE**

Enter to win contest on station contest page: [www.power106.com/drpepper](http://www.power106.com/drpepper) or [www.935kday.com/drpepper](http://www.935kday.com/drpepper) All valid submissions with all fields filled in will be entered into 1 grand prize drawing for each station

### **HOW TO WIN**

- 1) Listen for the host to announce the Dr Pepper Zero Sugar contest and ask listeners to be designated caller Wednesday, Thursday or Friday of (2) designated weeks during contest period. Designated caller (as determined by host) at KPWR: 818-520-1059 and KDAY: 323-520-5329 will be (“Winner”). There will only be one winner per day. Listeners may listen and call as often as they want. If selected as a winner, they can only win once. All winners will be entered into 1 grand prize drawing for each station.
- 2) Listen for the call to text in to win the Dr Pepper Zero Sugar text to win contest. All people who text KPWR zerosugar to 818- 520-1059 and text KDAY zerosugar to 323-520-5329 will be entered into the weekend drawing for one of five (5) \$50 grocery gift cards from participating retailers on each station. All winners will be entered into 1 grand prize drawing for each station.
- 3) Enter to win contest on station contest page: [www.power106.com/drpepper](http://www.power106.com/drpepper) or [www.935kday.com/drpepper](http://www.935kday.com/drpepper) All valid submissions with all fields filled in will be entered into 1 grand prize drawing for each station

### **ODDS OF WINNING:**

Odds of winning depend on the number of eligible entries received.

### **PRIZES:**

Each Winner will receive a \$50.00 grocery gift card from participating retailer and a Power 106 or 93.5 KDAY Swag bag (\$75.00 VALUE). No transfer, assignment or substitution of a prize is permitted, except Sponsors reserve the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded.

Each winner, and all online entries, will be eligible for (1) of (2) grand prizes. Power 106 and 93.5 KDAY will each give away (1) grand prize: Dr Pepper Zero Sugar Mini Fridge, Socks, Ball Cap, Blanket, Water Bottle, Mophie phone charger, Dr Pepper Zero Sugar 12 pack and \$100 cash. (\$400.00 VALUE)

## **HOW TO CLAIM A PRIZE:**

**Claiming the Prize:** The Winner must pick up their prize at the Station's business offices located at 2600 W. Olive Ave, Suite 800, Burbank, CA, 91505. The Winner will be contacted by telephone with instructions to claim their prize. Winners must provide: (1) a valid government-issued photo identification depicting proof of age (18 and over), (2) documents to establish they meet the eligibility criteria described in these Rules, and (3) a valid taxpayer identification number or social security number. Social security/tax ID numbers will be used for tax-reporting purposes. Stations/Sponsors reserve the right to deny awarding the prize if a Winner fails to provide satisfactory documentation, as determined in their sole discretion. Winner(s) are required to execute an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement and a completed IRS W-9 before any prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize. The Stations and/or Sponsors have the right in their sole discretion to mail the prize to the Winner. If this occurs, the Winner will be required complete necessary paperwork including releases and prize claim forms via US Mail or E-mail (as directed by the Stations/Sponsors). Failure by a Winner to provide completed forms and documentation within five (5) business days of Winner's receipt of the forms may lead to forfeiture of the prize. Additionally, in the event the prize (check) is mailed to the winner, Stations/Sponsors assume no liability or responsibility for lost, stolen, or destroyed prizes once placed in the US Mail or other courier service. Stations/Sponsors' obligations to tender the prize shall be deemed complete upon deposit in the US Mail or with a recognized courier service.

**Prize Forfeiture:** Any Winner who fails to pick up their prize within thirty (30) calendar days after being contacted by the Stations (unless otherwise agreed to in writing by the Stations) will forfeit the prize. Stations/Sponsors reserve the right, in their sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Participation in this Contest means that you understand that you may be contacted by the Stations or Sponsors of this contest, including notifying you if you are a potential winner in this Contest, which will be subject to the charges pursuant to your carrier's rate plan.

**Additional Costs:** Any costs relating to the prizes are the sole responsibility of the Winner.

**Entries Are the Sole and Exclusive Property of Stations:** All Contest entries and/or related submissions become the sole and exclusive property of the Stations/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.

**Privacy Policy:** Entry in the Contest may require you provide certain personally identifiable information ("PII") as defined in the California Consumer Privacy Act. For more information on the types of PII Stations collect and how they use PII, please review Stations' privacy policy available at [www.power106.com/privacypolicy](http://www.power106.com/privacypolicy) or [www.935kday.com/privacypolicy](http://www.935kday.com/privacypolicy). By entering the Contest you agree to be bound by this privacy policy in addition to the Rules and General Rules.

**Disclaimer of Responsibility for Entries:** Stations/Sponsors are not responsible for problems with Contest entries, 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 Stations/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 may be subject to criminal prosecution.

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of the Stations/Sponsors, the Stations/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. Phone service failure, technical failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction, or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to Stations/Sponsors' computer network;
8. 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;
9. Printing errors;
10. Equipment malfunctions/disrupted/disconnected calls on hold.
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due 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.

**WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Stations/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 Stations/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** the Stations, the Sponsors, Contest Entitles, and each of their respective parent, subsidiary, and affiliated companies and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, and each of the foregoing's 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 benefits afforded by Section 1542 of the Civil Code of the State of California, and do 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

**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 Stations, Sponsors, and the other Released Parties (as defined above) permission to reference and discuss Participant and their participation in the Contest on-air and/or on the internet, in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed or digital materials, and in materials made available on the internet or in other media now known or hereafter developed for any purpose Stations/Sponsors/Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation in the production of any audio, photographic, or audiovisual materials.

**DISQUALIFICATION:**

All participants agree to be bound by these Rules. Non-compliance with any of these Rules or the General Rules will result in disqualification and Participant/Winner’s involvement in the Contest will be immediately terminated. Stations/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. Participants who have won another contest put on by any of the Stations/Sponsors where the prize or aggregate prizes won are valued over \$600 in the preceding twelve (12) months, or have won any cash contest with any Stations/Sponsors in the preceding twelve (12) months are ineligible and will result in disqualification.

**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:**

Stations/Sponsors reserve the right in their sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Stations/Sponsors reserve the right in their 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 to 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: **Meruelo Media / Dr Pepper Zero Sugar** Rules and/or Official Contest General Contest Rules, 2600 W. Olive Ave, Suite 800, Burbank, CA, 91505. These Rules and the General Rules may also be found at [www.power106.com](http://www.power106.com) and [www.935kday.com](http://www.935kday.com)

For a list of any Contest winners send a self-addressed, stamped envelope to: Meruelo Media / Dr Pepper Zero Sugar Contest's Winners List, 2600 W. Olive Ave, Suite 800, Burbank, CA, 91505.

**SPONSORS:**

**MERUELO MEDIA  
2600 W. Olive Ave, Suite 800  
Burbank, CA 91505**

**DR PEPPER SNAPPLE GROUP  
PO BOX 869077  
PLANO, TX 75086**