## GENERAL CONTEST RULES WILKS BROADCAST DENVER KIMN - KXKL – KWOF

720 S. Colorado Blvd. Suite 1200N Denver, CO 80246

## **Entry/Winning**

NO PURCHASE NECESSARY.

- Contestants are allowed to win a prize valued at \$100 or less TWICE per 30 day period per station. 30 day period starts at when the first prize has been won.
- 2. Contestants are allowed to win a prize valued at \$101 or more only ONCE per 30 day period per station. 30 day period starts when prize is won.
- 3. Contestants cannot win more than THREE times per 30 day period (2 prizes valued at \$100 or less and 1 prize valued at \$101 or more) per station.
- 4. All entries become the property of the Station and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, and incomplete or from ineligible entrants may be disqualified in Station's sole discretion. Entries that are determined to be fraudulent will be void, and the person making such an entry or suspected of fraud or tampering with any contest (including, without limitation, use of automated entry or voting mechanisms) may be barred from further participation in that contest and, in Station's sole discretion on a case by case basis, banned from any future participation in any Station contest.
- 5. WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest Participants should not rely on streamed broadcasts.
- 6. For any contest that requires entrants to answer questions, submit materials or perform in some other manner, the decision of the Station will be final as to all matters.
- 7. For contests requiring notification to entrants, qualifiers, finalists or winners, if the Station did not have actual contact in which the necessary information was communicated, then Station will only be required to leave one telephone message, send one text or send one email to the number or email address provided in the entry form or provided at the time that the station collected the winner's information. If no answer or answering machine is reached, Station will not be obligated to attempt any further contact.

- 8. For social network contests, Station will only be required to contact the winner via the social network account. If the entry provided a telephone number or email address, the Station may contact the winner via phone or email.
- 9. In certain contests, qualifying winners may also be automatically entered into a random grand prize drawing or other grand prize winner determination, as announced. In such event, the location, date and/or time of such grand prize drawing/event will be announced by Station. The location of such drawing may be at the Station's studios or may be at a location to be announced.
- 10. With respect to certain contests, Station may elect to post certain information not available to the general or listening public about ongoing contests on its website, Club member pages, or Social Network Site pages or may elect to communicate such information via email, sms, text message, or social network posting (i.e. Twitter) to a limited group of people (for example, twitter followers, facebook friends, or members of Station's email, internet or texting clubs). Such information may include, without limitation, dates and time ranges when a contest song or sounder may be played, lists of correct or incorrect answers received, and/or contest reminders. In such events, no purchase will be required to obtain such information but Station may require that persons eligible to receive such extra information be members of certain Station Clubs or third party Social Network Sites. Station will have no obligation to make such information available to all potential contestants and Station will not be obligated to announce that it is or how it is making such additional information available, unless required by law. While such additional information may increase the chances that a recipient will know when to listen or what the correct or incorrect answers may be (which information may not be available to non-recipients), there will be no advantage in the mode of entry by obtaining (or not obtaining) this additional information (for example, there will be no advantage in being the 10th caller, etc...).
- 11. In no event will any "deal-making" in connection with a contest between participants or third parties be permitted.
- 12. Contestants may not violate any federal, state or local laws and may not harm or endanger themselves or other persons or property in connection with a contest. If Station deems that a contestant, participant or any winner may have created a public hazard, cheated, engaged in improper or illegal activity, caused interference with or destruction of property and/or utilized public safety resources, such contestant / winner may be disqualified in Station's sole discretion.

- 13. Notwithstanding anything to the contrary in these rules, Station cannot guarantee that it will be able to view all entries and/or required entry submissions (essays, photos, videos, etc...) submitted from a technical perspective, even if sent in the appropriate formats required. In the event that Station is not able to view any entry or entry materials submitted for any technical reason whatsoever, that entry may be disqualified (without notice to the entrant) and Station will have no liability or obligation to such entrant with respect to the disqualified entry.
- 14. Station reserves the right to (but not the obligation) to post some or all entry information and/or materials on the Station's website, in whole or in an edited form (in Station's discretion), as a "featured" entry. Having your entry posted and/or "featured" does NOT mean that the entrant has won or is likely to win in that contest. The decision to post or "feature" any such entries is for entertainment purposes only and is not part of the winner selection process in the contest.

## Prize(s)

- 15. Notwithstanding anything to the contrary herein or stated on-air, no person will be entitled to receive any prize until after their eligibility has been confirmed or accepted by Station and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending winner within the required deadlines.
- 16. All prizes awarded must be picked up at the Station's studios at 720 S. Colorado Blvd. Suite 1200N, Denver, CO 80246 during normal business hours of 9:00 a.m. to 5:00 p.m., Monday through Wednesday, unless otherwise specifically directed by Station.
- 17. Prizes will not be mailed, unless otherwise determined by the Station.
- 18. Prizes not claimed within thirty (30) business days of being advised by Station that the prize is available for pick-up, or in the case of a time sensitive prize, within its period of usability if shorter than 30 business days, shall be considered forfeited (without notice to the winner) and will become property of Station. Such prize may be disposed of at the discretion of Station Management.
- 19. Prizes will be released to winners or a another person with a copy of one of the required legal IDs and a signed letter stating that the person is allowed to pick up the prize on their behalf.
- 20. Winners are required to present a valid United States state or federal photo ID and valid social security number in order to pick up any prize. Winners may be required, in Station's sole discretion, to sign one or more liability release agreements relieving the Station, its parents, subsidiaries,

officers, directors, members, managers, employees, agents, contest sponsors and others from any and all liability with respect to the contestant's participation in the contest and the receipt and/or use of the prize. Any person who refuses to sign the Release and/or provide a social security number or complete or provide any other documents required by the Station by the deadline required by Station will forfeit any and all prizes.

- 21. Station reserves the right to substitute a prize of equal or greater value for all contests and giveaways. Non-cash prizes are not redeemable for cash. No transfer or assignment of prizes is allowed, except as may be determined by Station in its sole and absolute discretion on a case by case basis.
- 22. Winners are prohibited from selling any prize awarded or transferring any prize without Station's authorization (which authorization must be in writing by a Station representative and shall be granted or withheld in Station's sole discretion on a case by case basis). In the event that Station discovers or suspects (correctly or incorrectly) that a winner is attempting to sell his/her prize from Station (i.e., ebay, craigslist or otherwise), Station reserves the its sole discretion, on a case by case basis to take any one or more of the following actions: (a) immediately disqualify the winner and deem any prize they were otherwise entitled to as forfeited, (b) refuse to award the prize to such winner, even if he/she represents that they will not resell or transfer the prize, and/or (c) prohibit the violating winner from participating and/or winning any future Station contests (whether for a fixed period of time or in perpetuity, in Station's sole discretion) and if such winner ever wins a future Station contest during the period that he/she is banned, he/she shall be disqualified from the contest and forfeit any prize once it has come to Station's attention. Further, Station reserves the right to track and/or cancel and invalidate any prize awarded that Station suspects was sold or transferred without authorization.
- 23. Winners are responsible for paying all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the contest rules, and may be issued an IRS 1099 form for all prizes won from Station where the aggregate value of all prizes is \$600 or more in any calendar year.
- 24. Odds of winning depend on the how the contest is conducted. For random drawings, the odds of winning will depend upon number of entries received. For contests in which winners are qualified for a grand prize drawing, odds will depend on the total number of qualifiers.
- 25. By participating in a Station contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to

indemnify and hold harmless Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest, and/or event from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, contest, and/or event and the receipt and use of any prize(s) awarded (if any) through such promotion, contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest, and/or event.

- 26. Information collected by Station in connection with entering, voting or otherwise participating in any Station contest may be shared with sponsors of particular contests.
- 27. Station contests are subject to all applicable laws and regulations and are void where prohibited.
- 28. Station reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice. Material changes to the contest rules will be broadcast on-air, when practical.
- 29. These are general contest rules, and rules for individual contests may vary. To the extent that any specific contest rules differ from these rules, the specific contest rules will govern and control.