

**KMVQ / 99.7 NOW**  
**PAY YOUR BILLS 2018 - OFFICIAL PROMOTION RULES**

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

**1. How to Enter the Promotion:**

- a. These rules govern the KMVQ Pay Your Bills promotion (the "Promotion") being conducted by KMVQ (the "Station"). The Promotion begins on Thursday, December 21, 2017 and ends on Friday, March 30, 2018, or after \$15,000 has been awarded, whichever happens first (the "Promotion Dates"). The Promotion will not take place on Monday, January 15, 2018 due to the Martin Luther King Day Holiday and on Monday, February 19, 2018 due to the President's Day Holiday.
- b. To enter the Promotion, entrant may enter online beginning on Thursday, December 21, 2017 at 12:01am Pacific Time ("PT") and ending on Friday, March 23, 2018 at 12:00pm PT (the "Entry Period") as follows:
  - i. To enter online, visit [www.997NOW.com](http://www.997NOW.com) and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Entrants must also provide information about any outstanding bill including the name of the bill and the bill amount (the total amount due), and entrant must be the account holder on the bill being submitted. The amounts that will be awarded will range from \$50.00 - \$300.00; the maximum amount that will be paid is \$300.00, even if the total amount due on the bill submitted is more than \$300.00. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. All online entries must be received Friday, March 23, 2018 at 12:00pm PT.
- c. On each Friday, starting on January 5, 2018 and ending on March 23, 2018, up to twenty-four (24) contestants will be selected in a random drawing of all eligible online entries received by 12:00pm PT on each drawing date. Then, starting on Thursday, January 11, 2018 and ending on Friday, March 30, 2018 the selected contestants will be announced during each weekday of the following week between the hours of 6:00am PT and 6:00pm PT. When the

selected contestant hears his or her name announced on-air, that contestant will have ten (10) minutes to call 888-846-9970. If the contestant successfully calls back within ten (10) minutes of their name being announced on-air, that contestant will win a prize, which will be awarded upon confirmation of eligibility.

If the contestant whose name is announced on-air does not call back within ten (10) minutes of his/her name being announced on-air, that contestant will forfeit his or her chance to win. Once a contestant's name is selected and called on the air at the times listed above, that contestant's name is automatically removed from the database of eligible entries. Entries not selected will remain eligible to win and will carry over to all subsequent week's drawings.

- d. There will be up to a total of two hundred eighty-eight (288) winners selected on-air in the Promotion.
- e. 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 legal U.S. residents 18 years of age or older and who reside in one of the nine (9) county jurisdiction that makes up the Greater San Francisco / Bay Area (San Francisco, Santa Clara, Alameda, Contra Costa, Marin, San Mateo, Solano, Napa, and Sonoma Counties). Void where prohibited or restricted by law. Employees, officers, directors and agents of the Station, Bonneville International Corporation, their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the San Francisco metropolitan area, the members of their immediate families (spouse, parents, siblings or children) 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. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.
- b. Listeners are eligible to win a prize in a contest conducted by the Station only once every once every thirty (30) days and only once every six (6) months if the prize is valued over \$600. Only one (1) winner per household is permitted in any Station promotion. You can only win a prize valued at \$50 or more or event tickets valued at \$100 or more (per ticket) from KMVQ-FM once every thirty (30) days, but remain eligible to win prizes of \$600 or greater, which can be won only once every six (6) months.

- c. Winners will be required to sign a liability and publicity release, present a valid government- issued photo identification and must provide winner's complete address, date of birth and phone number to claim prize. Winners must also submit a copy of the bill that is being paid with the account numbers blacked out or removed.
- 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. A maximum of two hundred eighty-eight (288) prizes will be awarded or a maximum of \$15,000.00 will be awarded. Each prize is up to \$300.00 in the form of a check issued by Bonneville International Corporation in the amount of the bill submitted at the time of entry to pay that bill. Prize will vary in dollar amount to match the amount of the winner's bill submitted. The minimum prize amount will be fifty dollars US (\$50.00), and the maximum will be three hundred dollars US (\$300.00). Prizes will be awarded upon confirmation of eligibility. No more than \$15,000.00 will be awarded in the Promotion.
- b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. The winner(s) will forfeit any prize(s) or prize certificate(s) not claimed within fifteen (15) days of winning. The prize(s) will be mailed to the winners within eight (8) weeks of winning. The Station is not responsible for the safe arrival of a prize or prize certificate. The Station is not responsible for any late penalties charged by the billing company. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed 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(s).
- c. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) 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. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied

warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

#### **4. Selection of Winners:**

- a. Decisions of Station management with respect to the Promotion are final.
- b. A maximum of \$15,000.00 will be awarded in the Promotion and up to two hundred eighty-eight (288) winners will be selected on-air in the manner described in Section 1 of these Official Promotion Rules. On the following dates at approximately 12:00pm PT, KMVQ will hold random drawings from all eligible entries received by 12:00pm PT the day of each drawing and select up to twenty-four (24) contestants per week: Friday, January 5, 2018; Friday, January 12, 2018; Friday, January 19, 2018; Friday, January 26, 2018; Friday, February 2, 2018; Friday, February 9, 2018; Friday, February 16, 2018; Friday, February 23, 2018; March 2, 2018; Friday, March 9, 2018; Friday, March 16, 2018; and Friday, March 23, 2018.
- c. Odds of winning depend, in part, on the number of eligible entries received.
- d. Winners must listen to the Station to win, but do not need to be present to win.
- e. Potential winners will be notified of winning at the time of their winning phone calls. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Check prizes will be issued within eight (8) weeks following confirmation of eligibility and completion of all requisite releases and IRS forms. The prize(s) will be mailed to the winners within eight (8) weeks of winning. The winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize(s) will be forfeited. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed 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(s).

#### **5. Conditions:**

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) 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(s) 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(s) valued at \$600 or more or for any prizes awarded by the Station (or any other Bonneville International Corporation 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(s). Such winnings

of \$600 or more will be reported to the IRS.

- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees 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(s) won, hometown (city and state), biographic information, likeness, photograph, voice, 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, in perpetuity, 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(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded 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 the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- 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 winner(s), 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(s); (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, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, 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 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. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its 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. The "Authorized Account Holder" is the natural person who (i) 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 or (ii) 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 who it believes is tampering with the entry process or the operation of the Promotion. 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 may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.
- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) 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(s).

- 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) awarded 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"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded 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 May 1, 2018 to "Pay Your Bills – Official Rules," Attn: KMVQ Promotions, 201 3<sup>rd</sup> Street, 12<sup>th</sup> Floor, San Francisco, CA 94103. For the names of the prize winners send a self-addressed stamped envelope for receipt by July 31, 2018 to the above address marked "Pay Your Bills – 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.

## 6. **PRIVACY**

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at [www.997NOW.com](http://www.997NOW.com). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

### **Administrator/Sponsor:**

KMVQ Promotions, 201 3<sup>rd</sup> Street, 12<sup>th</sup> Floor, San Francisco, CA 94103