

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

99.7 NOW! ELECTRIC SUMMER
PHASE ONE - OFFICIAL 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

- a. These rules govern the Electric Summer – Phase One promotion (“Promotion”), which is being conducted by 997NOW / KMQV-FM (“Station”). The Promotion begins on July 9, 2018 and ends on August 5, 2018 (“Promotion Dates”).
- b. To enter the Promotion, entrant may enter: (i) by phone beginning on July 9, 2018 at 7:00am Pacific Time (“PT”) and ending on August 5, 2018 at 8:00pm PT (the “On-Air Entry Period”); or (ii) online beginning on July 9, 2018 at 7:00am PT and ending on August 5, 2018 at 11:59pm PT (the “On-Line Entry Period”) as follows: (“Entry Period”).
 - i. To enter on-air, listen to the Station beginning on July 9, 2018 and ending on August 5, 2018 between the hours of 7:00am PT and 8:00pm PT during the Entry Period for the announcement of the cue to call. Upon hearing the cue to call, the designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line at 888-456-9970 will be qualified for a chance to win a grand prize upon confirmation of eligibility. At the time of entrant’s call, entrant will be required to provide all information requested including entrant’s full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the 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 be a qualifier only once. Multiple participants are not permitted to share the same phone number and/or residential address, and only one phone number and only one address may be used per entrant.

- ii. To enter online, visit 997NOW.com beginning on July 9, 2018 and ending on August 5, 2018 between the hours of 7:00am PT and 11:59pm PT during the Entry Period and follow the links and instructions to enter the Promotion and complete and submit the online entry form and will be required to provide: first and last name, complete mailing address, including city, state and zip code, telephone number, date of birth, and a valid email address during the Entry Period. 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 or phone number. Multiple participants are not permitted to share the same email address or phone number, and only one email address or phone number may be used per entrant. 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.
- c. There will be up to a total of one hundred (100) Qualifiers (eighty (80) selected on-air, twenty (20) selected from on-line entries) and one (1) Grand Prize winner selected in the Promotion. Entrants may only be a Qualifier once, regardless of method selected.
- 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 of any nature.

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 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 everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of BMW of San Francisco, the Station, Bonneville International Corporation, each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities") and other radio stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) 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, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

- b. Listeners are eligible to win prize(s) valued over \$50 or ticket prize(s) valued over \$100 (per ticket) in a Station-conducted Promotion only once every thirty (30) days. Winners of prizes valued at \$600 or more in a Station-conducted Promotion may not win additional prizes (regardless of value) in any Station-conducted Promotion for six (6) months. Only one (1) winner per household is permitted in any Station-conducted promotion.
- c. The qualifiers may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s). The Grand Prize winner must provide a valid California Driver's License, qualify for automobile insurance and meet specified credit criteria to claim the prize.
- 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. One (1) Grand Prize will be awarded in the promotion. The Grand Prize is a 2 year / 24 month lease of a 2018 BMW i3, subject to the regular and customary terms contained in such lease, to be used within the United States and with a mileage limitation of 20,000 miles. \$0.25/mile over allotted miles and excessive wear and tear. The Approximate Retail Value ("ARV") of the prize is \$47,000.00; such figure is based on similar term leases of vehicle. The prize winner must agree to the terms and conditions of the lease of the vehicle. For mileage in excess of the specified limit, the prize winner (lessee) shall be solely responsible for any mileage overage fee(s). In order to qualify as a lessee, the prize winner must meet credit criteria established by the lessor. Actual retail value may vary from the ARV stated herein due to the selection of options, accessories, or delivery location. In the event prize winner chooses a vehicle lease valued less than the stated maximum ARV, winner will not receive compensation for the difference. Promotion Entities make no representation or guarantee as to availability of any particular vehicle options. If winner's choice of leased vehicle is not available for any reason, Promotion Entities may substitute a comparable leased vehicle of Promotion Entities' sole choosing without liability of any kind. The prize winner shall be solely responsible for any and all applicable taxes, including sales tax, as well as title, plate fees, registration and documentation fees, insurance (proof of which must be shown prior to taking possession of vehicle), dealer preparation fees and destination charges (if any), excess wear and tear, operating and maintenance expenses and any other fees and expenses not specified herein associated with the receipt and use of the prize. Selection of vehicle color, options and equipment will be determined by Station in its sole discretion and will be based on dealer stock/availability. Dealer incentives or rebates will not be credited or applied to any vehicle lease won. Winner must take possession of vehicle at a dealership designated by the Station or its designee

within forty-five (45) days following winning (or once winner's vehicle becomes available). Winner is solely responsible for all costs associated with any permitted or available vehicle upgrade/option package and/or accessories. If required by law, winner must have a current and valid U.S. driver's license and proof of insurance to take delivery. Leased vehicle awarded may differ from any vehicle shown in Promotion materials.

- 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 ten (10) days of winning. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station may opt to deliver the prize to the winner by mail or overnight courier solely at its discretion. In the event that the Station delivers the prize to the winner by mail or courier with the winner's consent, the winner assumes the risk of the prize's loss, damage or delay.]
- 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). The Prize(s) is provided as is. 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, with the exception of any standard manufacturer's warranty that may apply. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Eighty (80) on-air Qualifiers will be selected on-air as described in Section 1 of these Official Rules. On-air Qualifiers will be notified of qualifying at the time of their phone call. If any Qualifier selected has already been deemed a Qualifier, the Station may select an alternate onsite Qualifier with another cue to call on-air. Entrants may only become a Qualifier once in the Promotion.
- c. Twenty (20) online Qualifiers will be selected as described in Section 1 of these Official Rules on August 6, 2018 at approximately 10:00am PT in a Station-conducted random drawing of all eligible online entries received at 997NOW.com. Online Qualifiers will be notified of qualifying by phone or email promptly following

the random drawing. If any Qualifier selected has already been deemed a Qualifier, the Station may select an alternate onsite Qualifier from all remaining onsite entries. Entrants may only become a Qualifier once in the Promotion.

- d. One (1) grand prize winner will be selected on August 6, 2018 at approximately 12:00pm PT in a random drawing of all qualifiers in accordance with Section 1 of these Official Rules.
- e. On-Air Qualifiers must listen to the Station to qualify, but do not need to be present. Online Qualifiers do not need to listen to the Station or be present to qualify. The Grand Prize winner does not need to listen or be present to win the Grand Prize.
- f. Odds of becoming an on-air Qualifier depends upon the number and order of calls received. Odds of becoming an on-line qualifier depends on the number of eligible online entries received. Odds of a Qualifier winning the Grand Prize are 1 in 100.
- g. Potential grand prize winner will be notified by telephone and/or email on or around August 6, 2018. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and execute and return an affidavit of acceptance, eligibility, liability and publicity release within ten (10) days of such notification or notification attempt or prize(s) will be forfeited and an alternate grand prize winner will be selected (time permitting) by random drawing of all other eligible qualifiers. If a potential winner(s) is deemed ineligible for any reason, 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). The Promotion Entities are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

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) valued at \$600 or more or for any prizes awarded by the Station (or any other Bonneville International Corporation 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 upon request 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, advertising

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, 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 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, unsuccessful, or late entries or notifications; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message 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 modify these rules for clarification or equitable purposes without materially affecting the terms and conditions 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). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- 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 San Francisco, CA; (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. California 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 (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to "Electric Summer – Phase One – Official Rules," Attn: Promotions, 201 Third Street, 12th Floor, San Francisco, CA 94103. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked "Electric Summer – Phase One – 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 997NOW.com.

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 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:

KMQV-FM, 201 Third Street, 12th Floor, San Francisco, CA 94103

Sponsor:

BMW of San Francisco, 1675 Howard Street, San Francisco, CA 94103