

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

KMVQ Never Quit Athlete Scholarship Essay Submission Contest  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.***

Contest Administrator: KMVQ, 201 3<sup>RD</sup> STREET, SUITE #1200, SAN FRANCISCO, CA 94102

Prize Provider: KMVQ, 201 3<sup>RD</sup> STREET, SUITE #1200, SAN FRANCISCO, CA 94102

1. HOW TO ENTER

- a. These rules govern the KMVQ Never Quit Athlete Scholarship Essay Submission Contest ("Contest"), which is being conducted by KMVQ 99.7 NOW! ("Station"). The Contest begins on MONDAY, AUGUST 20, 2018 and ends on SUNDAY, OCTOBER 14, 2018 ("Contest Dates"). Entrants may enter online only.
- b. To enter the Contest, entrant may enter online beginning on MONDAY, AUGUST 20, 2018, AT 5:00PM PST and ending on SUNDAY, OCTOBER 14, 2018 AT 11:59PST ("Entry Period").
- c. Starting at 5:00pm (PT) on Monday, August 20, 2018 through Sunday, October 14, 2018 11:59pm (PT), Entrants must go to [WWW.997NOW.COM](http://WWW.997NOW.COM), click on the graphical "KMVQ Never Quit Athlete Scholarship Essay Submission Contest" link (may be located on the Contest page), and complete and submit an online entry with Entrant's name, address, daytime and evening phone numbers (including area code), email address, age, and an essay telling us, in two hundred (200) words or less, why the Entrant should be selected as winner of the KMVQ Never Quit Athlete Scholarship Essay Submission Contest. Essay should explain who this special male or female athlete is and why they deserve it.
- d. Essay should be two hundred (200) words or less, nominating a top male athlete and top female athlete who exemplify the never give up spirit in their mental and physical endurance and leadership skills, for their chance to win a \$2,500 scholarship for their athlete. Entries with an essay comprised of more than two hundred (200) words will not be disqualified, but only the first two hundred (200) words will be read and considered for the Contest. Essays that go over 200 words will only be judged on the first 200 words of the essay.

- e. Only one (1) entry per person is permitted.
- f. Finalists will be identified and during the last week of the campaign and two (2) grand prize winners will be awarded a twenty-five hundred-dollar (\$2,500) scholarship. Entry, based on any lawful criteria they deem desirable, including, without limitation, (a) accomplishments and/or achievements of the Entrant, (b) the impact, magnitude and difficulty of Entrant's accomplishments and/or achievements, and (c) other facts that Station staff and/or management deem relevant, subject to verification of eligibility and compliance with the Contest rules (the "Winner"). All decisions by Station staff and/or management with respect to any matter in this Contest, including, without limitation, the selection of a winner, are final and may not be appealed.
- g. Station will announce the names of the two (2) grand prize winners on-air at approximately 9:00pm on Monday, October 15, 2018. The potential grand prize winners need not be listening in order to win. Station will contact the potential grand prize winners by means of the phone number and/or email address provided with entry. The Station will only be required to leave one (1) message at such phone number or send one (1) email to the email address provided by the potential grand prize winners. If no answer, if voicemail is reached, if the email is returned, and/or if the potential grand prize winners do not reply within twenty-four (24) hours of receiving call, message, and/or email from Station, the Station will not be obligated to attempt any further contact, an alternate potential grand prize winner(s) will be selected from among the remaining Entrants, and subject to verification of contest eligibility and compliance with the contest rules, shall become the grand prize winner.
- h. In addition to any other documentation or materials required by station in order to verify the identity and eligibility of the potential winner, the potential winner must, within five (5) business days from the date upon which station contacts the potential winner, provide proof, evidencing that such potential winner has a child enrolled in a bay area high school. Should the potential Winner fail to meet the eligibility requirements or is disqualified for any other reason, an alternate potential Winner will be selected from among the remaining Entrants, and subject to verification of contest eligibility and compliance with the contest rules, shall become the Winner. In the event such alternate winner does not meet eligibility requirements or is disqualified, Station shall not be obligated to make an additional alternate winner selection, and in such event, prize will be awarded in this Contest
- i. Entries and all associated materials submitted, including essay, must be truthful; however, Stations shall not be obligated to verify any or all of the information submitted in any entry nor to verify such information for all Entrants. If the Station has reason to believe that any entry or submission is not truthful, Station reserves the right (in its sole and not appealable discretion) to disqualify

such Entrant at any time prior to the actual physical award of the check to the selected winner.

- j. Station reserves the right, but is under no obligation, to edit an Entrant's essay in any manner that it chooses at Station's sole discretion.
- k. By entering this contest, entrants represent warrant and covenant that they are at least eighteen (18) years of age. The participant in the contest agrees to the terms of these official contest rules.
- l. By entering this Contest, Entrants acknowledge and agree:
- m. Entry will comply with all local, state and/or federal laws or other associated rules and regulations associated that may be applicable;
- n. Station reserves the right, and Entrant authorizes Station, to post such Entrant's essay and/or Entrant's name to the Station's website or to read it on-air in whole or in part, on any of its radio stations or its radio affiliates;
- o. Station may elect to use any submitted entry for entertainment purposes on-air and may choose to "make fun" of any submitted entry, and Entrant waives any right to make any claim against Station, or any Contest sponsors with respect to any disparaging comment made on-air about such Entrant's essay;
- p. Station retains sole and exclusive possession and retains all rights to use any Entry, or any part thereof indefinitely, and Station, all contest sponsors, and their respective affiliates, parents, employees, agents and all other related sponsors may use the name, image, photograph submission, other entry materials and/or biographical information of the Entrant for advertising and/or promotional purposes on radio, TV broadcasts, in the newspaper, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation to the Entrant; and
- q. Station is not responsible for any costs associated with submitting any entry or any costs arising out of or participating in the Contest or failure to adhere to the applicable Contest rules
- r. By entering this Contest and submitting an essay, Entrants represents and warrants that the essay is original and does not contain any copyrighted, plagiarized or defamatory material and agree that Sponsors may read any entry submitted on the air (in whole or in part, edited or unedited) and use entries as the subject of commentary, humorous or otherwise.
- s. Station is conducting this contest using proprietary software owned by a third party known as Second Street Media, Inc. ("Second Street"). The entry/registration process may require you to either log into an existing Second Street account or create a free Second Street account. You may either elect

- the option to have your Facebook profile pre-load applicable portions of the entry form (Facebook account is not required to enter this contest), or complete the online entry/registration form by submitting the Entrant's full name, address of legal residence, phone number (including area code), age, username (subject to acceptance by contest software to eliminate duplicate usernames), password, e-mail address, and other information requested (some of which may be optional).
- t. Limit one (1) Second Street account per email address. Limit one (1) entry per Second Street account.
  - u. As part of the entry process, Entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (i.e., email clubs, text clubs, and rewards programs), the Station; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this contest and will not increase your chances of winning.
  - v. Failure to submit and/or comply with the items as requested/required above will result in immediate disqualification. Station has no obligation whatsoever to notify any entrant(s) if an entrant's entry has been disqualified.
  - w. Entries containing profanity, indecent or obscene material, defamatory content, and/or other explicit or inappropriate content will be disqualified as determined in station in its sole discretion. By submitting an entry, each entrant represents and warrants that they own the rights to or have obtained permission to use and to allow station to use, the content submitted with each entry as set forth in these contest rules. Essays submitted in this contest must be original works created by the entrant and/or recommender. In the event it comes to station's attention before or after finalist or winner selection in this contest that any such entry includes any plagiarized materials (uncredited materials created by a third party), such entrant shall be disqualified and any and all prizes will be forfeited. By submitting an entry, entrants agree to indemnify station should any of the representations and warranties in this paragraph and the contest rules prove to be false or inaccurate.
  - x. Whether or not selected as a finalist or the winner, all entries become the sole property of station and may be used by station in any medium it deems desirable now or in the future without any compensation to the entrant(s) or any person who submitted letter in support of the entrant.
  - y. There will be a total of two (2) grand prize winner(s) selected online in the Contest. One for top male athlete and one for top female athlete.
  - z. All entries must be received by the end of the Entry Period.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of CA, eighteen (18) years of age or older, and who reside in one of the NINE (9) jurisdictions that makes up the listening area who reside in one of 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.
- b. The following individuals are NOT eligible to enter Station contests, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. Unless the Station otherwise specifies, in its own discretion, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the last thirty (30) days are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the last ninety (90) days are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the last six (6) months are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the last twelve (12) months are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners. As stated above, the Station, in its sole discretion, may allow persons who have previously won a prize to be eligible to win another prize without any time restrictions.
- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. 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.
- f. This Contest 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.

### 3. PRIZES

- a. TWO (2) grand prize(s) will be awarded in the Contest. The two (2) verified Winners of this Contest will receive a twenty-five hundred-dollar (\$2,500) scholarship. Verified winners only and available within thirty (30) days of Station's receipt form of all required completed and signed documents prizes and another winner(s) will be selected. The Approximate Retail Value ("ARV") of the prize(s) is \$2,500.00.
- b. Prize must be picked up by the Entrant at the Station's studios at 201 Third Street Suite 1200 in San Francisco, CA during regular business hours. Prize will not be mailed, unless otherwise determined by the Station. Winner will be required to provide his/her social security number and any other documentation and/or sign any documentation Station requires as determined in its sole discretion as a condition of accepting the Prize.
- c. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station is not responsible for replacing tickets that have been awarded in the event of show cancellations as a result of weather, promoter, or performer actions. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station/judges are final.
- d. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. Two (2) grand prize winners will be selected from the online entries received at 997now.com, as described above in Section 1 of these Official Rules.
- c. Odds of winning a qualifying prize depend upon the number and order of eligible entries received.

- d. In the event of a tie for a prize, the tie breaker will be determined from among all tied potential winner(s) by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.
- e. Winners must listen to the Station to win but do not need to be present to win. All prizes may be picked up at the office of the Station at 201 3<sup>rd</sup> street, suite #1200, San Francisco, CA, 94102 between regular business hours of 8:00 a.m. 5:00 p.m. If a winner chooses to have a prize shipped, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.
- f. Potential grand prize winner(s) will be notified of winning by telephone at the time of the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential grand prize winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential grand prize winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the 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 grand prize winner(s) forfeits the prize(s). The Station or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

- a. 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 Contest Administrator's computer or telephone system is the official time keeping device for this Contest. 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 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 Contest. Failure to comply with the rules of the Contest 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 Contest, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.
- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: 997NOW.COM within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest 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.
  - c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
  - d. Each grand prize winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the

receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.

- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, 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, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner's 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 Contest cannot be conducted and/or if a prize, either in whole or in part, 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. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Salt Lake City, Utah; (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. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 6. PRIVACY

- a. By participating in the Contest, 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.

## 7. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: 997NOW.COM, in person at the Station 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103, during regular business hours 8:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- b. For a list of winners', mail a request and a self-addressed stamped envelope to 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103, identifying "2018 Winners' List for KMQV Never Quit Athlete Scholarship Essay Submission Contest". All requests for winner lists must be mailed and received by the Station no later than December 14, 2018.