

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.

99 DAYS OF SUMMER BMW GIVEAWAY - PHASE 1  
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-FM, 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103

Contest Sponsor: Autowest BMW of Fremont, 5720 Cushing Pkwy, Fremont, CA 94538

1. HOW TO ENTER

- a. These rules govern the 99 Days of Summer BMW Giveaway - Phase 1 ("Contest"), which is being conducted by KMVQ-FM ("Station"). The Contest begins on Tuesday, May 28, 2019 and ends on Friday, June 28, 2019 ("Contest Dates"). Entrants may enter on-air only.
- b. To enter the Contest, entrant may enter on-air beginning on Tuesday, May 28, 2019, at 7:00am PST and ending on June 28, 2019 at 6:00pm PST ("Entry Period").
- c. To enter on-air, listen to the Station each weekday beginning on Tuesday, May 28, 2019 at 7:00am PST, 11:00am PST, 1:00pm PST, 4:00pm PST and 5:00pm PST and ending on Friday, June 28, 2019 at 6:00pm PST during the Entry Period for the air personality to announce the winning keyword of the hour. Upon hearing the keyword of the hour (as announced by the on-air personality prior to the cue to call) listeners have twenty (20) minutes to text that keyword into the texting studio line at: 888-456-9970 and will be qualified for a chance to win a grand prize upon confirmation of eligibility. At forty (40) minutes past the hour, we will announce the listener who qualifies for the 2-year lease for that hour. 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 as addresses. In the event that the selected caller is disconnected or is found to be ineligible, that caller will not win a prize and 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 winner only once during the Contest. Multiple participants are not

permitted to share the same phone number, and only one phone number may be used per entrant.

- i. To enter online, visit [997now.com](http://997now.com) and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period outlined above. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Only 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 as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator.
- d. To enter onsite, visit [997now.com](http://997now.com) to find out the dates, times and locations KMVQ-FM will be appearing qualifying at events happening around the Bay Area. Only 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 as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator.
- c. 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, the Contest. Entrants should not rely on streamed broadcasts and are encouraged to listen to the Station on-air versus online. The Station is not responsible for any disadvantages or losses that result from online streaming delays of any nature, nor is station otherwise responsible for any delays in online streaming.
- d. Only one (1) entry per person is permitted. There will be one (1) grand winner selected in the Contest.
- e. 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 California, eighteen (18) years of age or older, and who reside in one of the Nine (9) jurisdictions that make up the listening area 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 at any time, 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, 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 thirty (30) days prior to entering the 99 Days of Summer BMW Giveaway - Phase 1 are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to entering the 99 Days of Summer BMW Giveaway- Phase 1 are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the 99 Days of Summer Giveaway-Phase 1 are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the 99 Days of Summer Giveaway- Phase 1 are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.
- 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. There will be one hundred eighty (180) qualifiers in this contest; one hundred thirty (130) on-air, thirty-five (35) on-line and fifteen (15) on-site at 99.7 NOW events. Each qualifier will have one (1) chance at winning a two (2) year lease for a 2019 BMW i3. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). Tickets are valid only on the date(s) printed on the tickets, and they are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced

if lost or stolen. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Station or Contest Administrator or Sponsor, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related event(s).

- b. One (1) grand prize will be awarded in the Contest. The grand prize will be awarded on-site in a random drawing, at our Phase 1 – FINALS 99 Days of Summer Party on Date TBD at location TBD. The grand prize is a: Two (2) year lease on a 2019 BMW i3 (VIN #: WBY8P2C57K7D38606). 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. The Lease Retail Value of the grand prize is \$9,925.00 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. Lease retail value may vary from the Lease retail value 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.

- 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 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 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. One Hundred Eighty (180) qualifiers and One (1) grand prize winner will be selected onsite in a random drawing, at the Phase 1 – FINALS 99 Days of Summer Party as described above in Section 1 of these Official Rules.
- c. Odds of qualifying depend upon the number and order of eligible phone calls received. Odds of a qualifier winning the grand prize are one (1) in one hundred eighty (180).
- d. Qualifiers must listen to the Station to qualify and must be present at the Phase 1 – FINALS 99 Days of Summer Party to win the grand prize. All prizes may be picked up at the office of the Station located at: 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103 between regular business hours of 9:00 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.
- e. Potential 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 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 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 winner 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 multiple entries 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 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. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest 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 Contest.

- f. 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.
- g. 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 San Francisco, California; (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](http://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. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

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



- a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), only one entry per individual. Any attempt by any one or more entrants to obtain more than one entry by using the same email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such entrant(s) will be disqualified. Copies of these rules are available at the Station's website: [997now.com](http://997now.com), in person at the Station located at: 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103, during regular business hours 9:00 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 "2019 Winners' List for 99 DAYS OF SUMMER BMW GIVEAWAY – PHASE 1". All requests for winner lists must be mailed and received by the Station no later than September 28, 2019.