

*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.*

99.7 NOW / KMVQ-FM  
**UNIVERSAL STUDIOS HOLLYWOOD PROMOTION TICKET GIVEAWAY**  
ON-AIR AND ONLINE CONTEST OFFICIAL RULES  
**\*\*\*UPDATED 9/18/2023\*\*\***

**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, 2001 Junipero Serra Blvd., Suite 350,  
Daly City, CA 94014

Prize Provider: Universal Studios Hollywood, 100 Universal City Plaza,  
Universal City, CA 91608

## 1. HOW TO ENTER

- a. These rules govern the KMVQ-FM "Universal Studios Hollywood Promotion Ticket Giveaway" promotion (the "Promotion"), which is being conducted by KMVQ-FM (the "Station"). The Promotion begins on Friday, September 15, 2023, and ends on Sunday, October 1, 2023 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter online beginning on Friday, September 15, 2023, at 12:00am Pacific Time ("PT") and ending on Sunday, October 1, 2023, at 11:59pm (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 Contest and complete and submit the online entry form ("Universal Studios Hollywood Promotion Ticket Giveaway Entry") during the Entry Period outlined above. Entries are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Entry per eligible Entrant during the Entry Period will be allowed, regardless if Entrant has more than one email address. Multiple Entrants 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.

- ii. 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. To enter the Promotion, entrant may enter on-air, beginning on Monday, September 18, 2023, at 8:00am Pacific Time (“PT”) and ending on Friday, September 22, 2023, at 7:59pm (PT) (the “Entry Period”) as follows:
  - i. To enter on-air, listen to the Station beginning Monday, September 18, 2023, at 8:00am (PT) and ending on Friday, September 22, 2023, at 7:59pm (PT) and for the cue to call to be announced by the on-air host. The designated caller into the studio at 888-456-9970 will win a four (4) pack of one (1) night general admission tickets to Halloween Horror Nights at Universal Studios Hollywood (the “theme park”). 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.
- b. There will be Twenty (20) on-air prize winners and one (1) online prize winner from the on-air and online entries received at [www.997now.com](http://www.997now.com) at the conclusion of the Promotion.
- c. Both a theme park ticket and separate theme park reservation on the same date are required for park entry for the winner and each Guest. Theme Park reservations and tickets will be required for each day of the visit and must be obtained before visiting. Park reservations are limited and subject to availability. Park reservations do not guarantee park admission or access to any experience, attraction, or offering. Winner and Guests should visit [www.universalstudioshollywood.com](http://www.universalstudioshollywood.com) for important details to know before traveling to Universal Studios Hollywood.
- d. The prize and its components (including, without limitation, theme park tickets) may not be used in conjunction with any other promotion or offer, separated, sold, exchanged, or redeemed for cash, traded, transferred, substituted,

assigned, or rescheduled to dates other than as set forth above, except in theme park's sole and absolute discretion.

- e. Certain theme parks, hotels, restaurants, attractions, experiences, services and other offerings may be modified, limited in availability and capacity, or be closed.
- f. A winner may not charge any Guest for participating in the prize. Prizes are awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Promoter.
- g. The winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- h. Any damaged, lost or stolen theme park tickets will not be replaced and are subject to all terms and conditions of use as established by issuer.
- i. There may be specific residency instructions, guidelines, and requirements for all visitors to the Premises. The winner and his/her Guests are solely responsible, at their own cost, for staying updated on and complying with any of the latest restrictions and requirements that may be in place for travel to and visiting the Premises leading up to the planned stay. Such restrictions and requirements are subject to change.
- j. The Prize Packages must be awarded by October 2, 2023 and must be used by October 31, 2023 (the "**Prize Redemption Date**"), subject to applicable residency restrictions for visitors to the Premises. Terms and conditions as set forth herein and on the theme park tickets shall apply. Theme Park tickets may not be sold, transferred for commercial use, or redeemed for cash. No substitutions. An inability to use any tickets will result in forfeiture of such tickets. Block-out dates apply. No extensions will be granted.
- k. There may be specific state or government health agency instructions, guidelines and requirements for all visitors to the Premises. The winner and their Guests are solely responsible, at their own cost, for staying updated on and complying with any of the latest restrictions and requirements that may be in place for travel to and visiting the Premises leading up to the planned stay. Such restrictions and requirements are subject to change.
- l. Both a theme park ticket and separate theme park reservation for the same park on the same date are required for park entry for the winner and each Guest. Theme Park reservations and tickets will be required for each day of the visit and

must be obtained before visiting. Park reservations are limited and subject to availability. Park reservations do not guarantee park admission or access to any experience, attraction, or offering. Winner and Guests should visit [www.universalstudioshollywood.com](http://www.universalstudioshollywood.com) to make park reservations and to learn about important details to know before visiting Universal Studios Hollywood.

- m. Prize will not include the following: transportation to/from the Premises; insurance (health, travel, medical); parking fees; hotel accommodations; food or beverages; merchandise, souvenirs; incidental expenses; local or long distance telephone calls; tips, gratuities, service charges; any taxes; or any other charges not explicitly included herein.
- n. Certain theme parks, hotels, restaurants, attractions, experiences, services and other offerings may be modified, limited in availability and capacity, or be closed.
- o. There may be specific residency instructions, guidelines and requirements for all visitors to the Premises. The winner and his/her Guests are solely responsible, at their own cost, for staying updated on and complying with any of the latest restrictions and requirements that may be in place for visiting the theme parks. Such restrictions and requirements are subject to change.
- p. A winner may not charge any Guest for participating in the prize. Prizes are awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Promoter or Universal Studios Hollywood.
- q. Any damaged, lost or stolen theme park tickets will not be replaced.
- r. Federal, state and local taxes relating to the prize are the responsibility of the winner and Promoter will issue all tax forms including a 1099 form to the winner.
- s. Promoter is the sponsor of the Sweepstakes.
- t. Universal Studios Hollywood, its parent, related, affiliated and subsidiary entities and their respective officers, directors, agents, employees and assigns will be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or are in any way related to the prize, the receipt, use and/or enjoyment of the prize, or prize-related activity including travel, the Promotion or the Sweepstakes.

- u. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail and govern.
- v. 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.
- w. Only one (1) entry per person is permitted.
- x. 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.
- y. Only one (1) entry per person is permitted.

## 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 nine (9) county jurisdiction that makes up the Greater San Francisco / Bay Area listening 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, prize provider, 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. Only one (1) Entrant, per household are eligible to participate in this Contest. Persons who have won a prize in the ninety (90) days prior to entering the “Universal Studios Hollywood Promotion Ticket Giveaway” Contest are not eligible to participate.
- 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. Twenty (20) on-air prizes will be awarded. Each prize includes Four (4) 1-NIGHT General Admission tickets to Halloween Horror Nights at Universal Studios Hollywood. Prize package is only valid at Universal Studios Hollywood's Halloween Horror Night for select nights September 7, 2023 through October 31, 2023. All Halloween Horror Nights tickets must be used by October 31, 2023 or prize package will be forfeited in its entirety. The Retail Value (“ARV”) of each prize is \$396.00
- b. One (1) online prizes will be awarded. Each prize includes Four (4) 1-NIGHT General Admission tickets to Halloween Horror Nights at Universal Studios Hollywood. Prize package is only valid at Universal Studios Hollywood's Halloween Horror Night for select nights September 7, 2023 through October 31, 2023. All Halloween Horror Nights tickets must be used by October 31, 2023 or prize package will be forfeited in its entirety. The Retail Value (“ARV”) of each prize is \$396.00
- c. There will be a total of Twenty-one (21) Prize Packages awarded. Each winner will receive a Prize Package containing Four (4) 1-NIGHT General Admission tickets to Halloween Horror Nights at Universal Studios Hollywood. located in Universal City, California. Halloween Horror Nights is a separately ticketed event which runs from 7pm – 2am (closing times may vary) on select nights from September 8, 2022 through October 31, 2022. Each Prize Package has an approximate Fair Market Value (“FMV”) of Three Hundred and Ninety-Six and 00/100 Dollars (\$396.00) (actual value may vary depending on actual park visit date). The 1-night General Admission tickets will be delivered by USH to Sponsor in the form of electronic tickets for

distribution to each winner. The 1-night General Admission tickets will be subject to the following terms and conditions:

- a. Ticket valid for one (1) General Admission to Halloween Horror Nights event (**valid on winner's selected date only**). Daytime admission to the Park is not included. Access to SUPER NINTENDO WORLD™ during Halloween Horror Nights event is not included. Event begins at 7:00 p.m., subject to change. Check the [www.UniversalStudiosHollywood.com/Halloween](http://www.UniversalStudiosHollywood.com/Halloween) website prior to their arrival. Ticket does not include early event access. No outside food or beverages allowed. Event occurs rain or shine. No rain checks or returns. Halloween Horror Nights is a separately ticketed event. No costumes, costume masks or face paint allowed unless specified for select nights. Guidelines will be enforced. All themed outfits are subject to Universal Studios Hollywood's final approval. This event may be too intense for young children and is not recommended for children under the age of 13. Universal Studios Hollywood's Code of Conduct will be strictly enforced. Parking not included. Ticket is non-transferable, non-refundable and non-exchangeable. Ticket may not be altered, copied, transferred or resold. Ticket is only valid for the person named on it. Ticket cannot be combined with other offers, separately ticketed events, discounts, or sightseeing tours. Please note the CDC advises that **older adults and people of any age who have serious underlying medical conditions** might be at higher risk for severe illness from COVID-19. Guests should evaluate their risk in determining whether to attend. People who show no symptoms can spread COVID-19 if they are infected, **any interaction with the general public poses an elevated risk of being exposed to COVID-19**, and we cannot guarantee that you will not be exposed during your visit. By accepting admission, you assume all inherent risks and agree to release Universal and its affiliates from liability for illness (including communicable / infectious diseases), loss, injury, or damage related to your purchase or visit. Universal reserves the right to revoke the license granted by the ticket. Park, rides/shows/attractions, haunted houses, entertainment, experience details and/or access to event may be restricted or unavailable due to capacity/closures/other factors and benefits/restrictions are subject to change without notice. Valid at Universal Studios Hollywood, located in Los Angeles, California.

**WARNING: EVENT MAY BE TOO INTENSE FOR YOUNG CHILDREN AND IS NOT RECOMMENDED FOR CHILDREN UNDER THE AGE OF 13. NO COSTUMES OR COSTUME MASKS ALLOWED.**

NOTE: The Prize Package must be used by October 31, 2023 or prize will be forfeited. **Each winner MUST register the General Admission tickets and select an available date before coming to the Halloween Horror Nights event. Registration capacity is limited and is available on a first-come, first-served basis. There are a limited number of tickets on any given night and the event may sell out.** If winner is unable to fulfill prize during time period, winner forfeits the prize package. **Blackout dates or other restrictions may apply.** All elements of the prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. If winner elects to partake in any or all portions of his/her prize with no guest, the prize will be awarded to winner only and any remainder of the prize will be forfeited and shall not be subject to further or alternative compensation. **Winner must be eighteen (18) years of age or older.** Prize Packages are non-transferable and have no cash value. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, baggage, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of winner. All unclaimed and/or unused prize packages, will remain the property of USH and may not be used as sales or trade incentive for employees of Sponsor and may not be sold, exchanged or otherwise transferred by winner, nor used by Sponsor, its agencies or clients. All details of the Prize Packages will be determined by USH in its sole discretion and USH reserves the right to substitute a similar prize or prize element of comparable value. Tickets are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Universal Studios winners are responsible for all taxes and fees associated with prize receipt and/or use.

All tickets are valid during normal event operating hours only. Operating hours and availability of mazes, attractions and shows are subject to change without notice. USH reserves the right to change the name of all tickets. Unless specifically indicated otherwise, all tickets specifically exclude admission to special or separately ticketed "hard ticket" entertainment events at the theme park or within any of the Universal CityWalk venues.

*Universal City Studios LLC d/b/a Universal Studios Hollywood is a prize provider only in this promotion; is not a sponsor of this promotion; and is not responsible for the administration of the promotion, the collection of the entries or the selection of any winner. Entrants are providing*



*information to Sponsor and not to Universal Studios Hollywood. Any disputes, claims, and causes of action against Universal Studios Hollywood arising out of or relating to any person's use of, or participation in any portion of the prize involving Universal Studios Hollywood shall be fully and finally adjudicated by binding arbitration to the fullest extent allowed by law (an "Arbitration") in Los Angeles, California. The Arbitration shall be administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedure of JAMS (available at <https://www.jamsadr.com/rules-streamlined-arbitration/>) or subsequent versions thereof, including the optional appeal procedure.*

*In connection with any visit to Universal Studios Hollywood, please be advised that Sponsor's and Universal's policies, CDC guidelines, and the recommendations of health officials must be followed. In addition, guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any Universal destination. **Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor and Universal cannot guarantee that any person will not be exposed during a visit.***

*By accepting the Prize, winner, on behalf of him or herself and on behalf of any individuals who use the Prize, expressly assumes the risk that during use of the Prize they may be exposed to COVID-19, the Coronavirus that causes COVID-19, or other communicable and/or infectious diseases. Winner and Guests, if any, expressly understand that these risks include contracting COVID-19 or other communicable and/or infectious diseases and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other communicable and/or infectious diseases.*

*The State of California strongly recommends that all guests be fully vaccinated for COVID-19, obtain a negative COVID-19 test result prior to visiting, or wear a face covering.\* Guests who are not fully vaccinated should wear a face covering during their visit.*

*\*See current [CDPH Guidance for Fully Vaccinated Persons](#) regarding full vaccination. PCR or antigen test should be conducted within 72 hours before your visit.*

*All parts of the Prize selected are subject to availability and blackout dates, and subject to change without written notice or warning. Should*

an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time this Sweepstakes occurs, render the redemption or fulfillment of some or all of the Prize delayed, hindered, adversely affected, impracticable, or impossible, Universal Studios Hollywood in its sole and absolute discretion, reserves the right to evaluate and make modifications to the redemption and fulfillment processes and timelines for the Prize or portion of the Prize for which Universal Studios Hollywood is responsible for, which may include but is not limited to providing additional time for redemption and/ or fulfillment. Should the Prize become unavailable, experiences and items of a similar nature and value may be offered.

- c. 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 twenty-one (21) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- d. 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.
- e. 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.

- f. 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.
- g. 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. Twenty (20) on-air prize winners and one (1) online prize winner from the qualifying online entries received at [www.997now.com](http://www.997now.com) at the conclusion of the Promotion will be selected as described above in Section 1 of these Official Rules.
- c. Odds of winning a prize depend upon the number and order of eligible entries received.
- d. Winners do need to listen to the Station to win and do not need to be present to win. All prizes must be claimed within thirty (30) days of winning, as directed by the Station. Public health conditions do not permit a Winner to claim the prize in person, so the Station will coordinate with the Winner to confirm his or her identify remotely and deliver the prize by mail or other means of delivery. The Winner must have their prize shipped and 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.
- 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 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: [www.997now.com](http://www.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. 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.
- g. Universal City Studios LLC d/b/a Universal Studios Hollywood is a prize provider only in this promotion; is not a sponsor of this promotion; and is not responsible for the administration of the promotion, the collection of the entries or the selection of any winner. Any disputes, claims, and causes of action against Universal Studios Hollywood arising out of or relating to any person's use of, or participation in any portion of the prize involving Universal Studios Hollywood shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in state or federal courts within Los Angeles, California. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.

## 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 [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.

## 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 [www.997now.com](http://www.997now.com) 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 2001 Junipero Serra Blvd., Suite 350, Daly City, CA 94014, identifying KMQV-FM "2023 Winners' List for "KMQV-FM "Universal Studios Hollywood Promotion Ticket Giveaway" Contest. All requests for winner lists must be mailed and received by the Station no later than Monday, January 1, 2024.