

**"KZXY FM 9-2-5 CONTEST"
OFFICIAL CONTEST RULES**

FOR KZXY FM is hereinafter referred to as the "Station"

No purchase or payment is necessary to enter or win this promotion. A purchase or payment of any kind will not increase your chances of winning. By participating, each entrant fully and unconditionally agrees to be bound by and accepts these Official Contest Rules.

1. Promotion Dates

The Station is owned and/or operated by El Dorado Broadcasters, LLC ("EDB, LLC" or "Sponsor") is running a promotional contest (the "Contest") weekday from Monday April 5th, 2021 at 12:01 AM PST until – Tuesday May 11th 2021 at 5:00pm PST.

2. Entry / How to Win

Listen during the Promotion Dates the Station weekdays at approximately 9:00 AM and 2:00 PM or shortly thereafter. A different keyword will be announced in each hour. Participants will be prompted at 5:00 PM or shortly thereafter to call in and tell us the keywords for a chance to win \$102. Caller number 10 on the station's request/contest line will have a chance to say the exact keywords for that day. Upon verification of the correct keyword, said caller will win **\$102 from KZXY FM**. If caller number 10 doesn't know the correct keyword the station will take calls until the correct keyword is given. Station will conduct this contest Monday-Friday only.

3. Winner Selection / Odds / Prizes

Station will take caller 10 when participants are prompted to call in to the stations contest or request line: (760) 241-9102. Odds of winning will depend on the total number of people that are calling into the station at the time the unique keyword is announced. Each cash prize will be awarded as a Visa gift card or a check to the prize winner upon confirmation of eligibility. It is anticipated that winners should have possession of their prize within 60 days of winning; however, EDB, LLC makes no guaranty as to the actual delivery date.

a. The station phone number to call when the "cash keyword" is announced on each station is: 760-241-9102. All calls to any other Station number(s) will not be accepted.

b. Contestants listening to a Station via the internet stream are advised that there is a delay between the time announcements and cues to call are made on the air and when they are heard over the internet and therefore may be at a disadvantage over those contestants listening over the air. Listeners to the online stream may not be able to timely participate in any station-conducted on-air contests. Due to this delay in a Station's streaming broadcast, listeners to the online stream are encouraged to listen to the Station live on-air.

4. Acceptance and Delivery of Prize

All prizes must be accepted as awarded. All prizes are non-transferable. Inability to accept prizes will result in forfeiture.

5. Conditions / Eligibility

a. The Contest is subject to all applicable federal, state and local regulations and laws and is void where restricted or prohibited by law. The Contest is governed by U.S. law and is void outside the United States. Contest is open to all legal U.S. residents age 18 or older. All employees, agents and interns of EDB, LLC, employees of competing radio stations, and members of the immediate families or households of each are ineligible. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, whether as "in-laws" or by current or past marriage(s), remarriage(s), adoption, cohabitation or other family extension and any other persons residing at the same household whether or not related. Participants and winner(s) must be legal U.S. residents.

b. No "duos," groups or teams will be allowed to enter together. Any ties, disputes, conflicts, questions or concerns regarding the Contest and/or the prize(s) will be determined by EDB, LLC, whose decision(s) is final.

c. Participants are restricted to the use of ordinary telephone equipment. Participants who enable the "Caller ID" block function may not be allowed to participate unless they enter their correct area code and telephone number. EDB, LLC disclaims all liability for the inability of a participant to complete or continue a text or telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond EDB, LLC control, or otherwise. EDB, LLC disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission or other delivery method. EDB, LLC is not responsible for mechanical, technical, electronic, communications, telephone, cellular, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. EDB, LLC is not responsible for broken telephone connections, busy signals, mis-dials or lost phone calls.

d. Each winner must provide EDB, LLC with valid identification and a valid taxpayer identification number or Social Security number before any prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation including, without limitation, a release and affidavit of eligibility, may result in a delay in receiving prize(s) or the forfeiture thereof. Entrants are required to provide truthful information and EDB, LLC will reject and delete any entry that it discovers to be false or fraudulent. EDB, LLC will disqualify any entry from individuals who do not meet eligibility requirements.

e. Any person winning in excess of Six Hundred Dollars and 00/100 (\$600.00) or receiving anything with a value of Six Hundred Dollars (\$600.00) or more, as determined by EDB, LLC in its sole discretion, will receive an IRS Form 1099 at the end of the calendar year, and a copy of the 1099 will be filed with the IRS, and each winner shall be solely responsible for paying any and all applicable federal, state, local or other taxes. Participants may win only one time during this contest and only once every 30 days. EDB, LLC reserves the right to change this policy without any notice.

f. By participating, all participants and winner(s) grant EDB, LLC the permission to use their names, characters, photographs, voices and likeness in connection with the promotion (via print, broadcast or other forms of media) of this and other contests and waive any claims to royalty, right, compensation or remuneration for such use.

6. Release

Contest winners agree on their own behalf and on behalf of their heirs, successors, representatives and/or assigns, to fully and forever release and discharge EDB, LLC and each and all of its subsidiary and affiliated corporations, companies and divisions, its predecessors, successors and assigns, and its respective directors, stockholders, officers, employees and agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatsoever kind or nature in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden which against it or any of it, they have had, may have had or now have, or which any of their heirs, representatives and/or assigns hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever, including but not in any respect limiting the generality of the foregoing, any and all claims which or might have asserted relating to this contest, and agrees to deliver an executed release form at the time of delivery of any prize(s). If a minor is a contest winner, the person's parent or legal guardian must sign said release on the winner's behalf.

7. Indemnity

Participants and winners agree to and do hereby indemnify and hold forever harmless EDB, LLC and its agents, officers, employees, affiliates and assigns for any injuries, accidents, misfortunes, losses, damages or causes of action arising from or in connection with participation in the Contest and/or acceptance or use of any prize(s).

8. Miscellaneous

- a. EDB, LLC is considered the "Judge." Judge's decisions are final.
- b. EDB, LLC reserves the right to end and/or modify the Contest at any time without additional notice or further compensation required, if any fraud, technical failure or other factor beyond the control of EDB, LLC impairs the integrity or proper functioning of the Contest, as determined by EDB, LLC in its sole discretion.
- c. To request a list of winners or rules, send a self-addressed, postage-stamped envelope to "9-2-5 Contest, 11920 Hesperia Road, Hesperia, California, 92345". Rules are also available during normal business hour at 11920 Hesperia Road, Hesperia, California, 92345.

Sponsor is not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the Contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold Sponsor and released parties (collectively "Releases"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releases shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releases' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of entrants or Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California).

Contest Sponsor/Administrator: This contest is sponsored and administered by El Dorado Broadcasters, LLC, 11920 Hesperia Road, Hesperia, California, 92345. Promotional consideration provided by Lawman Promotions LTD 108 Bella Cima Drive, Austin, Texas 78734