



19303 Fremont Ave N
Seattle, WA 98133

“SPIRIT 105.3 Backyard Makeover 2021”

Official Contest Rules

Contest Name: “SPIRIT 105.3 Backyard Makeover 2021” (herein defined as the “Contest”)

Station: KCMS/SPIRIT 105.3 (herein defined as the “Station”)

Station Address: 19319 Fremont Avenue North Seattle, WA 98133

Description of Contest:

A. Dates of the Contest

- The “SPIRIT 105.3 Backyard Makeover 2021” will begin at approximately 12:01 AM Pacific Time (PT) on Monday, June 21st, 2021 and end at approximately 6:00 PM (PT) on Friday, July 30th, 2021 (herein defined as “Contest Period”).
- **All entries must be received by approximately 6:00PM, July 30th 2021, for consideration.**

B. How to Enter the Contest

- Each day (Monday – Friday) beginning Monday, June 21st, 2021 during the Contest Period, the Station will say a code word once in the Midday Show and once in the Afternoon Show.
- In order to enter, entrants will text that day’s code word to 89419 by 11:59pm PST.
- All entrants that text the correct code word of the day will be entered to win the Grand Prize.
- One winner will be randomly selected from all qualifiers during the contest period, and will be announced on air, Monday, August 2nd, 2021.
- **WARNING:** Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Listen to the station for the times to play and how to enter or participate in the contest.

PROMOTIONAL SPONSORS:

SPIRIT 105.3 Backyard Makeover is sponsored by Polar Bear Exterior Solutions. The Sponsor will receive promotional exposure as part of the contest, but Sponsor is in no way responsible for the execution of the Contest, nor will Sponsor have any judgement in, or influence the contest outcomes.

GRAND PRIZE PACKAGE INCLUDES:

- \$500 gift card to Wayfair
- \$500 gift card to Molbak’s Garden + Home
- Bertello Outdoor Pizza Oven
- Feit Electric 48’ LED Filament String Light Set
- Patio Heater

Prize Package will be fulfilled by SPIRIT 105.3 and such fulfillment is subject to SPIRIT 105.3’s rules and limitations, including, but not limited to:

- Winner shall provide the following: full name, mailing address, email, date of birth, and phone number to Station. Winners are responsible for U.S. federal, state and local taxes and fees if applicable. Any U.S. Resident

winning over \$600 in cumulative prize value or cash prizes from Station within a calendar year will receive an IRS Form 1099, and a copy of such form will be filed with the IRS.

- Winner will be responsible for picking up prize from SPIRIT 105.3 located at 19319 Fremont Avenue North Seattle, WA 98133 during normal business hours (by specific date) otherwise forfeited. Station will not ship prize.

Estimated Retail Value of total grand prize package is \$1,500

Odds of winning the SPIRIT 105.3 Backyard Makeover will depend on the number of entries received for the contest.

Submission Rules

1. SPIRIT 105.3 may require listeners to text station at 89419 in order to participate in certain contests.
2. Station is not responsible for entries not received due to Internet or cell phone service outage, computer difficulty or other technical issues
3. This contest is subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by laws.

Eligibility Restrictions:

1. Eligibility Restrictions:
 - a. Contests are open to SPIRIT 105.3 listeners who are 18 years of age or older and who legally reside in the State of Washington.
 - b. Contest entries are limited to one entry per person, per day.
 - c. Only one winner per household is allowed. "Household" is defined as individuals residing at one residential mailing address.
 - d. Persons who are ineligible to win prizes or participate in contests include: (a) CRISTA employees and members of their immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) , (b) employees of advertising agencies that conduct business with CRISTA Media, (c) employees of participating sponsors and promotional partners, and (d) persons employed by radio stations within the Seattle metropolitan area.
 - e. For contests with prizes of material goods: contest participants are eligible to win only one material goods contest every 30 days (1 month). If a listener participates in and wins more than one material goods contest in a 30-day period, they agree to forfeit any prize beyond the first contest won.
 - f. For contests with cash prizes (i.e. Secret Sound): contest participants are eligible to win only one cash prize contest every 180 days (six months). If a listener participates in and wins more than one cash prize contest in a 180-day period, they agree to forfeit any prize beyond the first contest won.
2. Contest participants agree that SPIRIT 105.3, CRISTA Media, and contest sponsors have the right to use the name, voice, or likeness of contest participants and winners for promotional and advertising purposes without compensation.
3. Except as otherwise specified, SPIRIT 105.3 will not disclose or sell participant personal information to third parties which are those not affiliated with SPIRIT 105.3 or CRISTA Ministries d/b/a CRISTA Media.
4. No purchase is necessary. Purchase does not increase odds of winning.
5. Chance of winning depends on the number of correct and eligible contest participants and entries.
6. Prize amounts and value will vary from contest to contest. Prizes cannot be redeemed for cash or other merchandise. Prizes are non- transferable.
7. Winners are responsible for federal, state, and local taxes and fees if applicable. Any person winning over \$600 in cumulative prizes within a calendar year will receive an IRS form 1099 and a copy of such form will be filed with the IRS.
8. SPIRIT 105.3 reserves the right to require contest winners to sign a liability release prior to acceptance and receipt of any prize awarded by station or station sponsor.
9. By submitting any content, entrant acknowledges that his/her content may be posted on Station's website, or elsewhere on the internet as authorized by station, in station's discretion. In consideration for participation in this Contest and for the opportunity to win a prize hereunder, contest participants hereby grant CRISTA

Ministries d/b/a CRISTA Media and SPIRIT 105.3, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publicly perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the entrant. Participation in a Contest and/or acceptance of Prize(s) constitutes consent by Entrant and/or Winner's (and by Winner's guest(s) if applicable) for the Contest Administrator or its agents (i) to interview the Entrant and/or Winner(s) (and Winner's guest(s), if applicable), (ii) to photograph, film, and record (audio and/or video) Entrant and/or Winner(s) (and Winner's guest(s), if applicable), and (iii) to use in commerce and in any medium now or hereafter known throughout the world in perpetuity and without payment of any compensation or additional consideration: his/her name, hometown (city and state), biographic information, likeness, photograph, audio or video recording, Entry Content, Prize information (if any), and/or any statements made by him/her regarding the Contest Administrator, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. Without limiting the generality of the foregoing, Entrants acknowledge and agree that by submitting Entry Content as party of Contest entry, such Entry Content will be deemed a "Work Made For Hire" under the Copyright laws of the United States, but if it cannot be so deemed, then the Winner irrevocably assigns and transfers to the Contest Administrator all of his/her right, title and interest in and to his/her Entry Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of the Contest Administrator, any similar rights or principles of law that Winner may now or later have to their Entry Content. The Contest Administrator reserves the right to alter, change or modify the winning Entry Content, in its sole and absolute discretion. Upon request of the Contest Administrator, Winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by the Contest Administrator, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry Content and to the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should the Contest Administrator fail to request the said assignment as stated that shall not be deemed a waiver of the Contest Administrator's rights and the Contest Administrator may at a later time request the assignment. Each winner's name may be included in a publicly available winners list.

10. 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) to release, forever discharge, indemnify, and hold harmless CRISTA Ministries d/b/a CRISTA Media, SPIRIT 105.3, its affiliates, parents, assigns, successors, trustees, directors, employees, participating sponsors, agents and all others connected with them and the promotion, Contest, and/or event (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, Contest, and/or event and the receipt and use of any Prize(s) awarded (if any) through such promotion, Contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by the Contest Administrator, CRISTA Ministries d/b/a CRISTA Media, SPIRIT 105.3, its affiliates, parents, assigns, successors, trustees, directors, employees, sponsors, agents and all others connected with them and the promotion, Contest, and/or event.
11. Contestants are required to provide truthful information. SPIRIT 105.3 will reject any entry that the station discovers to be false.
12. SPIRIT 105.3 reserves the right to disqualify any participant who is believed to have attempted to tamper with the contest entry process.
13. SPIRIT 105.3 reserves the right to substitute contest prizes with other prizes of approximately equivalent value.
14. SPIRIT 105.3 reserves the right to cancel or modify contest and contest rules at any time.

By entering or participating, Entrants acknowledge they have read, understood, accepted and agreed to be bound by the terms and conditions of these Official Contest Rules, as they may be amended from time to time. Entrants may not sell, assign or transfer any of their rights under these Official Contest Rules or as may be granted throughout this Promotion. Entries that do not comply with all requirements stated in these Rules will not be considered and will be disqualified.