

# CONTEST RULES

## TITAN BROADCASTING, LLC GENERAL CONTEST RULES

Unless otherwise stated, contests conducted by Titan Broadcasting, LLC (operating radio stations KGRS-FM, KBKB-FM) (the “Stations”) are open to all persons who are at least 18 years of age and who live within a 60-mile radius of Downtown Burlington, Iowa, unless otherwise stated. Employees of Titan Broadcasting, LLC, its licensees, corporate parents, subsidiaries, affiliates, advertising agencies, participating sponsors/promotional partners, other radio stations in the Burlington metropolitan area and the members of their immediate families and/or households are not eligible to participate or win.

### ENTRY/WINNING

1. NO PURCHASE NECESSARY OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN STATION CONTESTS.
2. One entry per person will be allowed unless otherwise stated.
3. Depending on the contest, the Station will designate the required method of entry/winning.
4. For call-in contests, entrants will be asked to call in on a designated telephone line at a particular time or times. Station and its sponsors are not responsible for any technical difficulties, malfunctions, or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, telephone or other connections that may occur during the course of contest.
5. For entry box contests, entries must be deposited in the official entry box by the announced deadline. Unless otherwise specified, one entry will be permitted per person and only on official entry blanks that are handwritten are eligible.
6. For internet-based entries, entrants will be asked to go to a particular website to enter. Winners will be selected in accordance with the criteria set forth in any announcement with respect to the contest and may include one or more of the following modes of entry: answering survey questions, correctly answering trivia questions, making predictions or guesses, submitting essays, photos, videos, or audio, or simply completing an entry form with contact information.
7. For internet-based entries when entry requires membership to a loyal listener program, Facebook, Twitter, or other third party social network, user acknowledges that the third party site is not affiliated with the Station and, therefore, the Station cannot control errors, cancellation or accounts or other technical malfunctions associated with the Social Network Site that may affect an entrants ability to enter, view, be advised of, be eligible for or be properly considered in a particular Station contest. Users may automatically be entered into Station contests from time to time if the entrant is a Follower of one or more of the Station’s Social Network Sites.
8. For text message-based entries, the registered user of the text message account on the date of entry will be the recognized user. At the time the contest is announced, and texts are solicited, the criteria for winning will be announced. Only those text messages to the specific phone number provided will be eligible to win. Participants acknowledge that messages are distributed via third party mobile network providers and the Station cannot control certain factors related to message delivery. It is the participant’s responsibility to check with their individual carrier as charges for texting may apply. Station and Sponsors assume no responsibility for charges incurred for text messaging including any bounce back messages or contest notices from the Station or Sponsor.

9. For Facebook or Twitter entries, visit us at the Station Facebook URL ("Application"), "Like" us during the Sweepstakes Period (if you have not done so already) and complete and submit the online registration to receive an entry into the Sweepstakes ("Entry"). In order to successfully enter the Sweepstakes, you must first like the applicable Facebook fan pages. **Limit one (1) Entry per entrant per day, up to ten (10) Entries total during the Sweepstakes Period unless otherwise stated.** Entries must be completed and received by Sponsor during the Sweepstakes Period to be eligible for the Grand Prize.

In the event of a dispute as to any Entry, the Authorized Account Holder of the Facebook ID used to submit the Entry will be deemed to be the entrant. Consumers may not participate with multiple Facebook accounts, nor may entrants use any device or artifice to enter multiple times per day. Any entrant who attempts to participate with multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times per day will be disqualified from participation in the Sweepstakes.

**Agreement to Official Rules and Decisions:** By participating in this Sweepstakes, each entrant and prize winner (and, if a minor in his/her state of residence, the minor and the minor's parent or legal guardian) fully and unconditionally agrees to be bound by and accepts the terms and conditions of these Official Rules and the decisions of Sponsor and Sweepstakes Administrator (including, without limitation, decisions regarding eligibility of entrants, the selection of winners, and the awarding of the prizes), which are final and binding in all respects.

**Grand Prize Random Drawing:** Grand Prize winners will be selected in a random drawing on or about designated DATE, from among all eligible Entries received by Sponsor during the Sweepstakes Period. The random drawing will be conducted by the Sweepstakes Administrator, whose decisions will be final on all matters relating to this Sweepstakes. All eligible Sweepstakes winners must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Shortly after the drawing, each entrant associated with Grand Prize will be contacted by Sponsor via email to notify him/her that he/she or his /her ecard recipient has won a prize. Grand Prizes will be sent to Grand Prize winners (either entrant or ecard recipient based on designation at time of entry) at the address submitted at the time of registration. If any prize is returned as undeliverable, or any potential winner cannot be reached, or is disqualified for any reason, the prize will be forfeited, and an alternate winner will be selected from among all eligible Sweepstakes Entries received during the Sweepstakes Period. Only three (3) alternate drawings will be held, after which the applicable prize will; remain unawarded.

**General Conditions:** Sponsor reserves the right, in its sole direction, to terminate, modify or suspend this Sweepstakes if, in Sponsor's sole opinion, there is any suspected or actual evidence of electronic or nonelectronic tampering with any portion of this Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes. In such event, Sponsor reserves the right in its sole discretion (but does not have any obligation) to award each Grand Prize at random from among all eligible, non-suspect entries received up to the time of suspected impairment prior to termination, modification, or suspension. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Entry process or the operation of this. Sweepstakes or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of the Official Rules shall not constitute a waiver of that provision or any other provision of the Official Rules.

**Publicity:** Except where prohibited by law, participation in the Sweepstakes shall constitute permission of Sponsor, its parent and affiliated companies, or its agents, to use each winner's name, prize won, hometown, likeness for purposes of advertising, Sweepstakes and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**Release:** By entering the Sweepstakes, each entrant forever and irrevocably releases and holds harmless Facebook, the Sweepstakes Entities, their parent and affiliated companies, officers, directors, shareholders, employees, and agents (collectively, the "Released Parties") from and against any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Sweepstakes or delivery, miss delivery, acceptance, possession, use or misuse of or inability to use prize or participation in this Sweepstakes or any Sweepstakes related activity (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or

destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

**Limitations of Liability:** The Released Parties are not responsible for: (a) incorrect or inaccurate transcription of Entry information or late, mistranscribed, delayed or incomplete Entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, Application, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any Application or service; (d) unauthorized intervention in any part of the Entry process or this Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of this Sweepstakes, the processing of Entries, or the announcement of winners; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this Sweepstakes, or from viewing or downloading any material from the Application, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to the Application by a hypertext link. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE/APPLICATION OR UNDERMINE THE LEGITIMATE OPERATIONS OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

**Data Collection:** For information about how the Sponsor uses your personal information, please see its privacy policy. By participating in the Sweepstakes, entrants are submitting their personal information to Sponsor, and not to Facebook, and agree to be bound by Sponsor's privacy policy and these Official Rules.

**The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook. You understand that you are providing your information to Titan Broadcasting, LLC and not to Facebook.**

10. Station and Sponsors reserve the right to prohibit the participation of an individual from any or all Station contests if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation.
11. Information collected by Station in connection with entering or participating in any Station contest may be shared with Sponsors of particular contest in accordance with the Station's privacy policy.
12. Station contests are subject to all applicable laws and regulations and are void where prohibited.
13. All entries become the property of the Station and will not be acknowledged or returned. Station is not responsible for failure to comply with the contest rules may result in a contestant's disqualification solely at the discretion of Titan Broadcasting, LLC.
14. Titan Broadcasting, LLC is not responsible for typographical or other errors in the printing, the offering, or the administration of the contest, or in the announcement of a prize.

## **PRIZES**

1. Winners are required to sign a Titan Broadcasting, LLC. Winner Release Form, present a valued United States state or federal photo ID and a valid social security number in order to pick up any prize. Any person who refuses to sign the Release and/or provide photo identification, social security number required by the Station may forfeit prize.
2. No person will be entitled to receive any prize until after their eligibility has been confirmed or accepted by Station and all required paperwork has been completed by the pending winner within the required deadlines.
3. Prizes are nontransferable and restrictions may apply.
4. The Station disclaims all warranties of any kind regarding said prize(s). All prizes are accepted "as is."
5. Prizes are limited to one winner per household every 30 days unless otherwise stated. Major winners of prizes valued at \$600.00 or more may only win once per year from the date of winning.
6. Winners receiving a total value of prizing in excess of \$300 throughout the year will receive a 1099 form for the total dollar amount of all prizing won during the year in which the prize/s were received. All applicable federal, state, and local taxes and fees are the sole responsibility of the winner. Winners may be required to sign an IRS Form W9 or the equivalent.
7. There is no substitution, transfer, or cash equivalent for prizes, except that Sponsor may, at its sole discretion, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities, or any other expenses. Other restrictions may apply.
8. Station reserves the right to substitute a prize of equal or greater value for all contests and giveaways. Noncash prizes are not redeemable for cash.
9. Any prize involving travel (overnight accommodations, flight, motor coach, train, etc.) is based on availability and may be subject to certain restrictions including age limits, blackouts and expiration dates. Reservations are nontransferable and once booked may not be rescheduled.
10. Station and Sponsors are not responsible for replacing or reimbursing winners with any form of compensation for concerts, events, and/or travel expenses or events that are canceled, rescheduled, or delayed.
11. Any prize that provides an opportunity to meet with a celebrity is contingent upon the celebrity appearing for the event/activity. Station is not responsible if the winner and guest/s are not able to meet the celebrity due to cancellation, illness, conflict, or act of God. This portion of the prize has no monetary value, and no alternate prize will be awarded.
12. Winner does hereby release and agree to indemnify and to save and hold harmless employees and representatives of the Station and its Sponsors from any and all liability claims and demands resulting in any manner from the prize(s) or future use of the prize(s).
13. With the exception of concert and event tickets, Prizes that are not picked up by the Winner within 30 days of winning will be forfeited.
14. All prizes awarded must be picked up at the Station's studios located at 610 N 4th St #310, Burlington, IA 52601, Monday thru Friday, excluding holidays, during the hours of 9 a.m. and 5 p.m.

## **WINNER SELECTION AND NOTIFICATION**

1. Odds of winning dependent upon the number of entries received unless otherwise stated.
2. Station management will have complete discretion with respect to any decision or interpretation relating to the contest, and any decision or interpretation adopted by Titan Broadcasting or its management relating to the contest shall be final, conclusive and binding.
3. Winners must execute and return any required Affidavit of Eligibility and/or Release of Liability Prize Acceptance Form on site after winning.

## CONDITIONS

1. By participating in the contest, the winner or winners agree to have their name, voice, recorded voice, likeness, and biographical material used in any promotional, advertising or broadcasting material relating to this contest, any advertisers or sponsors associated with this contest and their products and services, Titan Broadcasting, LLC (and its licensee, corporate parents, subsidiaries, and affiliates), or any Titan Broadcasting radio station, without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
2. Prior to awarding any prize or prize certificate, Titan Broadcasting, LLC in its sole discretion may require contest winners (and their travel companions, if any) to sign a liability release, agreeing to hold Titan Broadcasting, its corporate licensee, its parent, subsidiary and affiliated corporations, and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest.
3. Winner is prohibited from selling any prize awarded or transferring any prize. In the event that the Station discovers or suspects (correctly or incorrectly) that a winner is attempting to sell his/her prize from Station (i.e., eBay, Craig's List or other), Station reserves the right in its sole discretion to take one or more of the following actions: 1) to immediately disqualify the winner and deem any prize s/he was awarded as forfeited; 2) refuse to award the prize; 3) prohibit the violating winner from participating and/or winning any future Station contests.
4. Titan Broadcasting, LLC reserves the right, in its sole discretion, to make changes in the rules of the contest, including the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Titan Broadcasting, LLC, an event is rescheduled, postponed, or cancelled beyond our control, Titan Broadcasting, LLC reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

Copies of the written contest rules and a list of winners (when complete) are available during regular business hours at the main studio of Titan Broadcasting, 610 N 4th St #310, Burlington, IA 52601.

**Location:** Downtown Burlington, Burlington, Iowa