



Adress: 5660 E. Franklin Road Suite 200, Nampa, ID 83687 ~ Phone: 208.465.9966 ~ Fax: 208.465.2922

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- 1) Sponsor will conduct all Impact Radio Group station contests, including on-air contests, online and text-based contests and contests conducted through an Impact Radio Group station's social media accounts (e.g., Facebook, Twitter, etc.), substantially as described in these rules, and by participating, each participant agrees as follows:
- 2) Unless otherwise specified, all contests are open to only legal US residents 18 years of age or older who reside in Ada County, Idaho, Canyon County, Idaho, or who live in the Boise, Idaho Designated Market Area (DMA) as defined by Nielsen Media Research, Inc. Contestants must also have a valid tax ID number and be able to provide proof of US residency. Residency must be proven by producing, upon request, a valid, legal United States photo ID.
- 3) Those contest winners who have won any prize from Impact Radio Group within thirty (30) days of entry, or have won any prize from the same contest, for the same event or for the same series of concerts/shows/events (multiple dates within a 30 day period) are not eligible. Only one winner per household per year is permitted in the event that the prize won is equal to or greater in value than \$600. Employees of other radio stations are not eligible. Only one entry per person or household is permitted. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren and any other person residing within the same household. Only three winners per office per contest.
- 4) Prizes may not be transferred, substituted or redeemed for cash, except that Impact Radio Group reserves the right to substitute prizes of equal or greater value in its sole discretion.
- 5) **HOW TO ENTER:**
  - a. **Phone Entries:** Only calls to the specified phone number(s) will qualify. Contest sponsors are not responsible for inability of caller to complete call whether due to busy lines, disconnections, telephone equipment malfunctions or other circumstances. Two (2) attempts will be made to contact a possible winner before another potential winner will be chosen and contacted.
  - b. **Mail-In Entries:** No mechanically reproduced entries permitted. Not responsible for lost, stolen, late, mutilated, misdirected, incomplete or postage due entries or entries not received in time for the random drawing. Illegible entries are void. Only entries received at the specified address will be considered.
  - c. **On-Line Entries:** Sponsors are not responsible for failed, partial or garbled computer transmission, service outages or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, other causes beyond sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, sponsor reserves the right, in its sole discretion, to disqualify any individual



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who tampers with the entry process, and to cancel, terminate, modify or suspend the contest. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any electronic entry to be received on accord on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulted from participation in or downloading any materials from this contest. In the event of a dispute over an electronic entry, prize will be awarded to that name on the entry form, not the owner of the e-mail account. Internet entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, on-line service provider, or other organization that is responsible by assigning e-mail addresses or the domain associated with the submitted e-mail address.

- d. **Texting Entries:** Contestants may enter through the means of "texting" when solicited over the air. Standard texting charges (see your local carrier/service provider for details) apply. For each contest, we may have a pre-specified process for selecting a winner, i.e. 96<sup>th</sup> text will win, or we will randomly select from all eligible combined text and on-line entries received one (1) contestant who will be called and personal information and eligibility will be verified before they are officially deemed a winner. Two (2) attempts will be made to contact a possible winner before another potential winner will be chosen and contacted. Sponsors are not responsible for failed, partial or garbled computer transmission, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, other causes beyond sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the contest. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any electronic entry to be received on accord on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulted from participation in or downloading any materials from this contest. In the event of a dispute over an electronic entry, prize will be awarded to that name owner of the cell phone at it is listed on the monthly statements. By participating in a contest in which text message based entry is permitted,



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entrants acknowledge that text messages are distributed and delivered through third party providers; Station does not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. Station will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. Station is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. The station further reserves the right to cancel, terminate or modify the contest if, in the sole discretion of the station, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

- 6) Contestants will not be considered “winners” until all required information has been received. If for some reason a disconnection of the phone line takes place before we receive all of the required information, Impact Radio Group reserves the right to choose another contestant.
- 7) Winners are solely responsible for all federal, state, and local taxes if any.
- 8) Certain companies that participate in the contest(s) may require “notarization” of documents. Any fees associated with notarizations are the responsibility of the winner and the winner’s guests (if any).
- 9) **No purchase necessary. Void where prohibited. All federal, state, and local regulations apply.**
- 10) Some restrictions apply.
- 11) Decisions of Station management are final. Such decisions may include, but are not limited to, whether an entry adheres to the entry criteria, the time of entry receipt by Station, the order in which text message entries are received, the eligibility of the entrant, and, in the event entry requires the submission of an answer or response, whether that answer or response is correct.
- 12) Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or who is otherwise in violation of the rules. If Station determines that any entry contains false, misleading or fraudulent information, such entry will be disqualified. Station may require, on request, proof of identity as to the rightful owner Of the phone number from which the text message entry was sent.
- 13) Failure to comply with the contest rules may result in a contestant's disqualification.
- 14) Winners may be required to show proof of age and identity and may be required to execute an Affidavit of Eligibility, Indemnification and Release allowing sponsors to use his/her name and likeness for publicity and releasing Impact Radio Group from any liability in connection with acceptance and use of the prize, within the time period specified by the sponsor. By participating in the contest, the winner or winners (and their guest or traveling companion, if applicable) agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest



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without additional financial or other compensation, and to sign a publicity release prior to acceptance of the prize.

- 15) Odds of winning are dependent on the number of qualifying entries received.
- 16) In the event a prize winner has not fulfilled his/her obligations to receive the prize, the prize may be forfeited, and an alternate winner may be selected at random from all eligible entries.
- 17) Impact Radio Group reserves the right in its sole discretion to modify the contest rules and dates at any time for any reason. Material modifications shall be announced on-air, when practical. By participating in this contest, listeners agree to be bound by these contest rules, any modifications thereof, and by all other rules imposed by Impact Radio Group management. If due to circumstances beyond the control of Impact Radio Group, any event associated with the contest or the prize is delayed, rescheduled, postponed or cancelled, Impact Radio Group reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.
- 18) Randomly selected winners will be randomly selected from all of our eligible qualifying entries. Before awarding Prize winners their prize, the winners will be required to show proof of age, identity and residency and to execute an Affidavit of Eligibility and Release specifying, among other things, that sponsors may use their names, voices and likenesses for publicity and promotional purposes in any and all media worldwide in perpetuity and releasing the Contest Sponsors, Impact Radio Group, affiliated, and successor companies, and their respective officers, directors, employees, agents and representatives from any liability or expense arising from or relating to participation in the sweepstakes and/or acceptance or use of any prize. The Affidavit of Eligibility and Release must be signed and returned within 10 days of receipt or winner will be disqualified.
- 19) **Publicity:**
  - a. Except where prohibited, participation in a Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
- 20) **Taxes:**
  - a. All State, Local, Federal, and or other, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded in any Contest become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
- 21) **General Conditions.** Sponsor reserves the right to cancel, suspend and/or modify any Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be



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tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of a Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 22) Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
- 23) If concert, show or other event has been awarded as a prize and is postponed, rained out, canceled, or does not happen for reasons beyond our control, Impact Radio Group will not be responsible for replacing the prize.
- 24) Contestants and winners acknowledge that if they enter any contest under a false, fictitious, or fraudulent name, address, phone number, ID number or Social Security number, they will be automatically disqualified from this contest and any future contests on Impact Radio Group.
- 25) Tickets for movie screenings are usually overbooked to fill the theatre. Seating is not guaranteed! We strongly suggest that you arrive early. Once capacity has been reached, the theatre will be considered closed and any one that has not entered the theatre will be turned away, and not compensated.
- 26) If any part of the prize consists of travel, such travel is subject to availability. Certain restrictions apply. Winners and their traveling companions, if any, must depart on the date and from the location specified by Impact Radio Group. If a winner cannot take the trip on the specified date, the prize will be forfeited.



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- 27) In the case of trivia question, caller must have heard the question being asked over the air, and have the correct answer when screener asks (they must also be the correct number caller) \*. Due to time constraints, the phone screener will not be allowed to repeat the question over the phone. It is the responsibility of the caller to have heard the question over the air, before entering the contest. \*If the required caller cannot answer the question correctly, the next caller will be taken until a caller is deemed "a winner".
- 28) Impact Radio Group 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.
- 29) Prizes awarded are limited solely to those items explicitly set forth as being part of the prize and shall not include any and all other expenses, incidentals or taxes that may arise out of the winner's receipt of this prize. Prizes will be awarded as is, with no written or express warranty.
- 30) Note: These are the basic contest rules for Impact Radio Group and it's Stations. Each individual contest may have different or additional rules, which will supersede these rules. Individual contest rules may be requested by sending a self addressed stamped envelope to: Impact Radio Group, (title of contest) Rules, 5660 E Franklin Rd Suite 200, Nampa ID 83687.