

## KBDS CONTEST RULES

# Home for the Holidays Giveaway

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANTS CHANCE OF WINNING.

### 1. HOW TO ENTER

- A. These rules govern the KBDS promotion (the “Promotion”), which is being conducted by KBDS Fire 103.9 FM (the “Station”).
  - To enter, Listen on-air 103.9 FM or visit online [www.fire1039.com](http://www.fire1039.com)
  - Enter online through the entry form on the website – Nominate whom you think shall win this prize
- B. Only one (1) entry per household.
- C. The entry window for the promotion will start 10/10/24 at 7 AM and end on 11/1/24 at 3 PM.
  - TO Win: You must have been nominated by someone to be eligible to win; a representative from the station will pick the prize winner
- D. Winner will be picked for Grand Prize on 11/1/24 during the 3 PM Hour.
- E. The Grand Prize Drawing is for the following:
  - Four (4) Coach airline tickets from anywhere in the continental US to Bakersfield, CA.
  - (2) hotel rooms for three (3) nights. Accommodation will be provided with hotel room and tax prepaid. All incidentals, including but not limited to room service, parking, resort fees, cleaning fees or damages will be the responsibility of the winner and or guest. A credit card will be required to check-in.
  - In order to guarantee a 21 day advance, please submit the traveling party’s names (as they appear on their IDs) along with dates of birth, city/airport for departure and preferred travel dates by Monday, November 4th. The travel window for the four (4) day trip is Wednesday, November 27, 2024 – Saturday, January 4, 2025.
  - Once a winner is deemed, please advise on winner’s name, address, date of birth and social security number. At that time, the total cost value for this promotion will be determined and a compliance letter will be generated.
  - Please note: the letter can be signed by someone outside of the Programming department (i.e. General Manager, Promotions Director.) Should the prize be valued over \$600, winner be issued a 1099
  - In addition to waivers and or documents required by the station requires a travel waiver/release form for both winner and guest.
  - Winner and guest are responsible for adhering to any and all travel guidelines and requirements along with any and all costs associated with those mandates.

### 2. ELIGIBILITY RESTRICTIONS

- A. The promotion is open to all persons who are legal U.S. residents 18 years of age or older who reside in the State of California. Void where prohibited or restricted by law. Employees, officers, directors and agents of this station, KBDS, Shemogul Media, LLC, their corporate affiliates, station’s advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (Collectively the “Promotion Entities”) , the members of their immediate families and those living in the same household of each

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- (whether related or not), are ineligible to enter or win, as well as other radio stations in KERN COUNTY METROPOLITAN AREA.
- B. Listeners are eligible to win prize(s) in a station-conducted promotion (both on-air and online) only once every thirty (30) days from Shemogul Media, LLC. Only one (1) winner per household is permitted in any station conducted promotion.
  - C. The winners will be required to present valid government issued photo identification and must provide the winner's complete address, date of birth and phone number to claim prize(s).
  - D. Entrants are required to provide truthful information and the Station will reject and delete any entry that it deems to be false or fraudulent. The station will disqualify any entrant who does not meet the eligibility requirements.
3. PRIZES
- A. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize is awarded as is. If the prize is ticketed event, tickets valid only on the date(s) printed on the tickets. Tickets are non-refundable or transferable and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party. If a prize related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the promotional partner(s), their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The station, in its sole discretion, reserves the right to deny entry to or to remove the

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- winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse threaten or harass any other person at the event.
- B. 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 thirty (30) days of winning. In the event that a prize or certification 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 certification(s).
  - C. Prize(s) is not transferrable, 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 items 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, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, mechanical condition or fitness for a particular purpose. Other restrictions may apply.
4. WINNER SELECTION AND NOTIFICATION
- A. Decisions of the Station management with respect to the Promotion are final.
  - B. Odds of winning a prize depends upon the number and order of entries received.
5. CONDITIONS
- A. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full social security number or the equivalent for receipt of any prize(s) and will be required to complete and submit and IRS form W-9 with the winners full social security number or equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the station in a calendar year with the aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
  - B. Participation in the promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guests if applicable) permission for the station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the station, the promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and

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- guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- C. Participation in the promotion and/or acceptance of prizes constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion or delivery, possession, acceptance and/or use or misuse of any prize or participation in any promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- D. If for any reason this promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the released parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the promotion, or if the promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the promotion. If the promotion is terminated before the original end date, the station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s) unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- E. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, 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 or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any service to winner(s) (and guest's if applicable) including any results thereof such as change in services or location necessitated by same. Further, the Released Parties are not responsible if any part of promotion prize 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. Any attempt by any entrant to obtain more than the stated number of entries by using multiple or 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 Promotion administrator's computer or telephone system is the official time

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- keeping device for this promotion. 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 Promotion. Failure to comply with the rules of the promotion 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 Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station executed promotions and seek damages permitted by law.
- G. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstance beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
  - H. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts ; (2) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include the 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.
  - I. For a copy of these Official Rules, send a self-addressed stamped envelope to: KBDS - OFFICIAL CONTEST RULES, Attn: Promotions Dept., 1615 "V" Street, Bakersfield, CA 93301. For the names of the contest/prize winner's send a self-addressed stamped envelope to the above address to: KBDS "CONTEST NAME-WINNER LIST".  
The Official Rules are also available during regular business hours at the main offices of the station and may be posted online at [www.fire1039.com](http://www.fire1039.com)  
[Administrator: \(661\) 374-8118](tel:6613748118).
6. PRIVACY
- A. By participating in the Promotion, entrant agrees to the Station's Contest Rules and to the use of entrant's personal information as described.