

## **Max Media General Contest Rules**

Max Media, LLC, (KJHM/ KFCO) and its subsidiaries and affiliated companies (“Station”), periodically conducts contests that are subject to these General Contest Rules (“Rules”). By participating in a contest each participant agrees to these Rules and the following terms and conditions:

1. No purchase necessary.
2. Prizes: The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash, or exchangeable for any other prize. **All prizes must be redeemed from the Station within thirty (30) days after station notifies eligible winner, unless otherwise stated in the specific contest’s official rules. Certain prizes are date specific (i.e. concerts) and the winner or winners must be available on the dates specified. If a winner cannot be contacted (i.e. phone out of service, etc.) or is disqualified for any reason, the Station reserves the right to determine an alternate winner or not to award that winner’s prize, in its sole discretion.**
3. Eligibility: Participants and winner(s) must be legal U.S. residents. The age limit will vary from contest to contest as determined by the Station or the prize. Certain prizes (e.g. concert tickets) may be at venues that require winners to be 21 or older. Please refer to official rules for each particular prize contest. If the contest is open to minors, a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Max Media reserves the right to refuse to award a prize to or on behalf of any minor. **Unless otherwise stated in the official contest rules, only one (1) entry per person. Only one (1) prize per household for a contest. Only one (1) prize per household from the Station within any thirty (30) day period for prizes valued at under \$100. Only one (1) prize per household from the Station within any sixty (60) day period for prizes valued over \$100.** If the contest involves listener participation by voting for a contest participant on the Station's website, then the voting is limited to one (1) vote per person. If a contestant receives multiple and/or irregular votes from the same user or users, regardless of the source, the Station reserves the right to disqualify the contestant in its sole discretion. Employees of Max Media, its parents, subsidiaries, or affiliated companies, the Contest’s participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. 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, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. Telephone and Delivery Disclaimer: If a contest is a call in to win contest and/or a telephone is needed to participate in the contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Station disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Station's control, or otherwise. For all contests the Station disclaims all liability for any delays, loss, or failure in the delivery of any item sent by mail, electronic transmission, or other delivery method. ***The Station(s) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet, ISP issues, or 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 the contest.***
5. Entry forms in a register-to-win contest must comply the official rules for that contest. No photocopies or mechanical reproductions of entry forms are permitted.
6. Awarding of Prizes: Prizes will be awarded according to the official rules for a contest as decided by station, whose decision is final. Winners will be notified by telephone or email.
7. Odds of winning: Depend upon the number of eligible entries received or callers attempting to call in. Any prize notification or prize returned to Station as undeliverable or that are not picked up by winner in the time allotted will result in disqualification and the awarding of an alternative winner. If the prize is date specific (i.e. a concert) and the prize is not claimed by an eligible winner by the date of the event, then the prize is void and will not be awarded.
8. Contest is open to any person living in the United States who is not ineligible under any other provision of these Rules.
9. Acceptance of the prize offered constitutes permission to use the winner's name, biographical information and/or likeness for the purpose of advertising and promotion without further compensation to the winner.
10. By accepting a prize, winner agrees to release and hold Station and sponsors harmless from any and all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death and property damage. By participating in a contest, participants agree to be bound by these Rules.

11. Prize Details: The value of any particular prize may vary depending on the prize. Please see the official rules for that contest.
12. Winner is responsible for all taxes, expenses, and gratuities not expressly included in and as part of the prize. Winner agrees to accept all blackout dates, space availability requirements, etc. and is responsible for all goods or services needed to utilize the prize, such as hotels, airlines, trains, ships, etc. Winner agrees that acceptance of any prize from Station is done entirely upon their own initiative, risk, and responsibility. If the prize is for entry to a concert or other ticketed event and the concert or event is postponed, rained out, canceled, or for other reasons does not occur, *Station is not responsible* for replacing the prize.
13. By participating in the contest you agree to indemnify and to hold Station, its affiliated, subsidiary, and parent companies harmless in the event of any injuries or other damages sustained with regards to participation in any contest staged or sponsored by Station or their sponsors and those sponsor's parent, or affiliate companies. You agree that by entering the contest you do so at your own risk, and agree to hold nobody responsible for any injuries or misfortune with regards to participation in any contest.
- 14. *Winners shall solely be responsible for all applicable taxes or additional charges on any prize awarded. Winners may be required to execute a W-9 tax form or forfeit their prize. It is understood that an Internal Revenue Form 1099 to report on the value of any such prize as earned income will be issued for such purposes. Winner agrees to accept the estimate of fair market value. This is applicable to all prizes valued at \$500 or more including cash won that adds up to \$600 or more in any given year. See official contest rules for specific information.***
15. Winners must use their true, legal name when playing contests or claiming prizes and may not win any contest under an assumed name. Winner will be disqualified and prize(s) forfeited if they are found playing under an assumed name or alias or otherwise falsify any information requested or required by Station.
16. In addition to meeting these eligibility requirements, winners must execute and return a Release of Liability Prize Acceptance Form, a valid government issued identification, and a completed IRS form W-9 (for prizes valued at over \$500) within thirty (30) days of notification attempt or prize will be expired or forfeited.
17. Station reserves the right to amend these rules at any time.
18. All contests are void where prohibited by law.
19. These rules and conduct of contests are governed by applicable laws of the United States of America which take precedence over any rule to the contrary.