

Contest Rules

Look at the current Copyright Policy on the website I think we can just cut and paste the content rules below the same way. Note: We will also need to post these same rules on ZCountry Website.

Chelan Valley Media Group, LLC
Contest Rules for Stations:
KOZI-FM, Chelan, Washington
KOZI(AM), Chelan, Washington
KZAL(FM), Manson, Washington

I. General Rules (Applicable to all Contests)

A. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER TO WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Unless otherwise stated herein, the Contest is open to legal US residents who are age 18 years or older residing or located in the following Washington counties: Chelan, Douglas, Okanogan (“Contest Area”). No one under the age of twelve (12) will be permitted to enter a contest under any circumstances. All federal, state and local laws and regulations apply. Contest is void outside Contest Area and where prohibited by law. Do not enter this contest if you are not located in the United States at the time of entry. Please review Article II for special contest rules. One prize will be awarded to one person per household within a 30 day time period or six months per person per household for any prize valued at \$600 or more.

B. Chelan Valley Media Group (the “Company”) will conduct its contests substantially as described in these contesting rules, and by participating, each participant agrees as follows: the Company may from time to time conduct contests concurrently and simultaneously on several participating radio stations owned by the Company, and the Company may add or remove participating stations or change call letters of any participating station at any time during a contest as announced on the affected station. The Contest is administered by the Company and any questions, comments or complaints regarding the Contest must be directed to the General Manager of the Company as its Contest Administrator. Entrant(s) acknowledges and understands that any information provided will be used for administering the Contest and in accordance with Company privacy practices. The Contest sponsor(s), promotional partners and administrators is herein collectively referred to as the Contest Entities.

C. In the event any contest specific rules conflict with these general rules, the contest specific rules shall control. On occasion, circumstances may require the rules of a contest to be modified. Changes to contest rules will be announced on-air and posted on Chelan Valley Media Group, LLC’s website. Chelan Valley Media Group reserves the right to interpret and apply all rules applicable to its contests and its interpretation and application shall be final. For a copy of contest rules send a self-addressed, stamped envelope to Chelan Valley Media Group, LLC, Attn:

Contest Rules, 123 E. Johnson Avenue, Chelan WA 98816 and include the name of the contest you are inquiring about. For a list of contest winners send a self-addressed, stamped envelope to Chelan Valley Media Group, LLC, Attn: Contest Rules, 123 East Johnson Ave, Chelan WA 98816 and include the name of the contest you are inquiring about. Chelan Valley Media Group reserves the right to amend the rules to any contest at any time. Chelan Valley Media Group's decision is always final.

D. By participating, you agree (a) to be bound by these Official rules; (b) as between you and the Company, that the decision of the Company is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you not comply with the rules, then the eligible winner will be disqualified. To win a prize, you must reside within the listening area of the Chelan Valley Media Group's station as defined at the exclusive discretion of Chelan Valley Media Group's Management. All Entries become the property of Company. All judges' discussions are final and are solely at the judge's own digression and option. The Station, in its sole discretion reserves the right to select an alternate qualifier and/or potential winner at that time. Contestant and members of his or her immediate family may only win once during the Contest Period.

E. Entries will be deemed made by the authorized user of the telephone number submitted at the time of entry and qualification (the "Contestant"). In the event a business phone is used to enter, the Contestant will be the employee of that business who was assigned the use of the phone at the time of entry. In the event a phone on a family plan is used to enter, the Contestant will be the family member who was assigned the use of the phone at the time of entry. Incomplete keywords, misspelled keywords, keywords accompanied by additional characters and/or multiple entries will be disqualified. Use of any device to automate entry is prohibited. The Company is not responsible for entries not received due to service outage or delays, computer difficulties and other technological problems. The Company is not responsible for lost, misdirected, late or incomplete entries or receipt acknowledgements. Multiple participants are not permitted to share the same telephone number. Proof of submission of an entry shall not be deemed proof of receipt by the Company for text entries.

II. Description of Contest/Participation

A. Dates of Contest: The contest run time will air in promos or be posted on Facebook for a specific contest, to begin and end at dates specified in the promos or social media (the "Contest Period"). The contest is subject to all applicable federal, state and local laws and regulations.

B. How To Enter TEXT to WIN: On each weekday during the Contest Period, Listeners will be given a keyword. Listeners will have 30 minutes (i.e., until :30 past in each contesting hour,) to text each keyword to the number 64-63-6. Maximum of one accepted entry per keyword per Contestant. Submitting more than one accepted entry per contestant per keyword will invalidate all entries by that contestant. Standard text and data rates apply. Text STOP to 64636 to end all messages. Text messaging is not available in all areas or on all carriers, within

the United States. Contact your cell phone carrier for specific details. When texting a keyword, it must be spelled correctly and cannot be accompanied by any other characters such as punctuation, auto signatures, etc. After submitting a correct entry, the Contest's Texting System will, within 5 minutes or so, send back a confirmation text to the Contestant accepting the entry. If an invalid entry (misspelled, etc.) is submitted, the Contest's Texting System will NOT send back a response indicating that the entry was not accepted. Only submit one keyword per text message. When applicable the Company's text database system will be deemed the official time keeping device for the Contest promotion. Contest entries must contain all information requested and must be received on the deadline for qualification to be deemed valid. All Entries become the property of Company. Text messages will be considered eligible if received within the 30 minutes following the contest announcement. The Company will then use an automated system to randomly select a qualifier from the eligible entries. The Company reserves at its sole discretion the right to choose an alternative qualifier in the event that a qualifier has been disqualified or is deemed ineligible. Once a qualifier has been selected, within 30 minutes of the conclusion/closing of each contest, the Company will place a phone call or reply to the text to the phone number associated with the selected text. If the qualifier answers the phone, he or she will win the Prize. If no one answers after four rings or reply's to the company's text, an alternate qualifier will be selected and will be called. Alternate qualifiers will continue to be selected and called until one answers his or her phone to claim the Prize.

C. How To Enter CALL to WIN: During the Contest Period, Listeners will be asked to call the station hotline number. Callers might be required to be a specific caller number and also answer a question correctly. When applicable the Company's text database system will be deemed the official time keeping device for the Contest promotion. Contest entries must contain all information requested and must be received on the deadline for qualification to be deemed valid. All Entries become the property of Company.

D. How To Play CALL to WIN: Listeners will be told to call the Station's call in number. If the caller is the correct caller number and can answer the question to the satisfaction of the judges, they win the current prize. All judges' discussions are final and are solely at the judge's own digression and option. Company reserves at its sole discretion the right to choose an alternative qualifier in the event that a qualifier has been disqualified or is deemed ineligible. The Company is not responsible for dropped, misdiald or misdirected call.

E. How To Enter and Win On FACEBOOK, INSTAGRAM Or TWITTER: During the Contest Period, Listeners will be asked to "like" or comment on a specific post within a specific time frame. All those who commented on (respectively) the post within the specified time frame will be entered in a random drawing. The Company is not responsible for computer or internet outages. Facebook is not responsible for any aspect of the Facebook contest. Entries will be deemed made by the authorized user of the Facebook account at the submitted at the time of entry and qualification (the "Contestant"). The Contestant is not necessarily the owner of the Facebook account but rather that assigned uses at the time of entry. In the event a Facebook account is used to enter, the Contestant will be the employee of that business who was assigned the use of the Facebook account at the time of entry. The Company is not responsible for lost, misdirected, late or incomplete entries or receipt acknowledgements. Multiple participants are

not permitted to share the same Facebook account. Participants are not permitted to enter from multiple accounts. When applicable the Company's Facebook timestamp will be deemed the official time keeping device for the Contest promotion. Contest entries must contain all information requested and must be received on the deadline for qualification to be deemed valid. Entry of any Chelan Valley Media Group's promotion on Facebook, Instagram, or Twitter assumes a complete release of Facebook, Instagram, or Twitter by each entrant or participant. Any promotions held by Chelan Valley Media Group through Facebook, Instagram, or Twitter are not sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or Twitter. Any information provided by the participant is providing information to Chelan Valley Media Group and not to Facebook, Instagram, or Twitter.

III. Prizes

A. The specific prizes will be aired as station promos or be posted on Facebook. In the event a winning entry is submitted by an eligible Contestant, the corresponding Contestant who submitted the winning entry will be eligible to claim the prize, subject to approval and verification of compliance with these official rules. The Company, in its sole discretion, reserves the right to select an alternate entity if the conditions of the prior sentence are not satisfied. The Company is not responsible for any change of email address, mobile telephone number and/or mailing address. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion. All prize winners must accept delivery of prize within 30 days of contest or as otherwise instructed by Station. Failure of the winner to take possession within such time will result in disqualification. Winner must provide a valid driver's license, or other State Identification to claim prize. The Company does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose.

B. All costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of the prize winner. All income, federal, state and local taxes are prize winner's sole responsibility. All prize awards are non-transferable and no prize substitution allowed, except at Administrator's sole discretion as provided herein. All taxes, upgrades and any other expenses not specifically identified in these Official Rules as included in a prize are the responsibility of each winner. Prizes consisting of CD's are valued at an approximate retail value of fifteen (\$15) per CD. Concert tickets & other prize values are as specified in contest specific rules. Chelan Valley Media Group is not liable if a concert or event with which a prize is associated is canceled due to circumstances beyond Chelan Valley Media Group's control.

C. Other restrictions may apply. Contest with prizes involving travel outside the United States are open only to citizens holding a valid United States Passport whose physical condition permits the entrant travel safely to the destination. Chelan Valley Media Group reserves the right to require proof that these entry requirements have been satisfied. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein. Each prize winner will be required to complete and return a 1099 form reflecting the value of the prize (if prize value exceeds \$600.00 or if the winner has won additional prizes during the tax year that

would be cumulative of \$600.00), affidavit of eligibility and liability/publicity release, and present a valid driver's license, or other state identification before the prize will be awarded. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. Conditions and restrictions may apply.

D. The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize, except in Company's sole discretion. **All prizes must be redeemed from Chelan Valley Media Group, LLC, Attn: Contest Rules, 123 East Johnson Avenue, Chelan WA 98816 from 8:30am-5pm, Monday-Friday (excluding holidays), within thirty (30) days of the contest end date unless otherwise stated in the contest's official rules. Unless impossible or impractical, winners may choose to have the prize mailed.** Prizes will be mailed within 30 (thirty) days of the contest's end date. Chelan Valley Media Group shall not be held responsible if the prize is lost or damaged through the mailing process. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If the winner is not available on the specified dates, the winner will be disqualified and the Company reserves the right to choose an alternative prize winner. For certain prizes that are date specific such as event or concert tickets, Company is not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded. In the event that the Company uses transportation in a contest and the charter bus company deems driving conditions as unsafe to travel or its charter bus breaks down during the trip, all Prizes will be cancelled and no substitution or compensation shall be awarded. Company reserves the right to not award the prize associated with that canceled event or concert, without any payment or obligation to the winner or potential winner. Location of seats and tickets are in Company's sole discretion. If actual value of the prize is less than the stated value, or the winner or his/her guest(s) and/or eligible travel companion(s) forfeit, do not use, or are ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited.

E. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. No more than the advertised number of prizes will be awarded.

F. The prize is subject to certain terms and conditions as specified herein. Winner and guest must comply with all rules and regulations for acceptance of the prize (the "Prize Rules and Regulations"). Failure to do so may result in forfeiture of prize in its entirety. The prize elements will be awarded as described herein (subject to legal restrictions, etc.). If the winner is disqualified or is found to be ineligible for the contest, the Company reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. By accepting the prize, winner must agree to the prize conditions on participation and must sign a release to be eligible to receive a prize and hereby agrees that: (i) all decisions of the Company, judges, and Contest Entities with respect to the Contest are final and binding; (ii) to release the Company, Stations and sponsors and their respective parent companies and affiliates, officers, directors, employees, agents and licensees from any and all claims in connection with the Contest and the award or use of the prizes; (iii) to allow the Company and sponsors to use their names, voices,

photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this contest, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. The Contest Entities are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of prize winner. The Company does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including without limitation, its quality, mechanical condition, or fitness for a particular purpose. The Company will have no further obligation to winner.

IV. Tampering and Delivery Disclaimer.

A. The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who the Company determines (in its sole discretion) is or is attempting to: (i) tamper with the Company's website and/or any part of the Contest; (ii) attempting to undermine the legitimate operation of Contest by cheating, deception, fraud, unsportsmanlike competition, or other unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants or the Company's Agents; and/or (iv) otherwise violating these Official Rules or the Terms of Use of the Company's website. Any attempt to deliberately damage the Company's website (or any part thereof) or undermine the operation of this contest may be a violation of criminal and civil laws. Should any such attempt be made, the Company and its licensees (if any) reserve the right to seek damages and any other available remedies from any such person(s) responsible for any such attempt to the fullest extent permitted by law. Each entrant (or, if the entrant is not of age of majority in his/her state of residence, the legal guardians thereof) agrees to indemnify and hold harmless the Company and its Agents from and against any and all claims, losses, damage and/or liabilities (including reasonable attorney's fees and expenses) that may be asserted against or incurred by any of them at any time, in connection with the use thereof, and/or by entrant's breaches of any representation, warranty or covenants associated with this contest. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address or mobile phone number, the entry in question may be disqualified.

B. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, text message, or other delivery method. The Company is 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 or text entries, traffic congestion on telephone lines and cellular networks, the Internet or at 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 or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. The Company 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 Company's control, or otherwise. Any entry forms in a register-to-win contest must be handwritten. Photocopies or mechanical reproductions of any entry forms are not permitted. By participating in a contest in which text message-based entry is permitted, entrants acknowledge that text messages are distributed and delivered through third party providers; the Company does not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. Not all wireless carriers support access to some texting destinations. The number being used to enter a contest may or may not be compatible with all wireless carriers, and as such, you may not be able to enter through the text method of entry. Entrants may use the alternative entry method to ensure registration. The 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. Standard text and data rates will apply. The Company 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 Company further reserves the right to cancel, terminate or modify the contest if, in the sole discretion of the Company, 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. The Company reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. In the event of termination of the Contest by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company. In no event will the type, value and quantity of prizes awarded exceed the number of prizes described in the Contest Official Rules.

V. Publicity; Use of Personal Information.

A. By participating, all winners and contestants grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree that the Company may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list. BY SUBMITTING A TEXT MESSAGE IN THIS CONTEST, YOU HEREBY AUTHORIZE THE COMPANY TO CALL YOU IN ORDER TO AWARD THE PRIZE, IF ANY, AND HEREBY AUTHORIZE THE COMPANY TO RECORD AND PLAYBACK YOUR CALL ON AIR ON THE STATIONS WITHOUT NEEDING TO SECURE ANY FURTHER AUTHORIZATION FROM YOU.

VI. Release

A. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. In order to receive a prize, participants must sign an official waiver form provided by the Company.

VII. Taxes

A. Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize(s) which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

VIII. Conduct and Decisions.

A. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. If, for any reason, more bona fide winners come forward seeking to claim the prize, the winner may be selected in a random drawing from among all persons making purportedly valid claims for the prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the advertised number of prizes will be awarded. All decisions will be made by the Company and are final. Any reference in these Official Rules or as part of the Contest to the Company's, Station's and/or Sponsor's "discretion" and/or any exercise of discretion by Sponsor, Station or the Company shall mean in Company's, Station's and/or Sponsor's "sole and unfettered discretion."

B. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of any Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law. The Company further reserves the right to: (i) terminate or declare any Contest null and void and

rescind any prize, if in its sole judgement, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) cancel, terminate or modify the contest if, in the sole discretion of the Company, 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; (iii) alter or amend these Contest rules at any time; and (iv) stop or conclude the Contest at any time without prior notice. Material changes to the contest rules will be updated on the Stations' website www.kozi.com when practical.

IX. Miscellaneous.

A. Void outside the Contest Area and where prohibited unless otherwise determined by the Company. Odds of winning depend upon the number of eligible entries received during each weekday of the Contest Period. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Station(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or visit the Station's website www.kozi.com

B. Employees, agents, immediate family members of Chelan Valley Media Group, its advertising agencies, sponsors, affiliates, and representatives are not eligible to participate. Immediate family members include spouses, siblings, parents, children, grandparents, and grandchildren whether by current marriage, past marriage, adoption, or as in-laws, or anyone residing in the same household.

C. All entries become the property of the Company and will not be returned. As a condition of participating in the Contest, participants agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein. Each entrant may enter a contest only once, unless otherwise specified. In the case of multiple entries by the same person, all entries may be withdrawn and the entrant disqualified.

X. Compliance with Law.

A. The conduct of the Contest is governed by the applicable laws of the United States of America and the State of California, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winner,

running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by applicable local and state law.