

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

## **KMLE(FM) ULTIMATE COUNTRY THUNDER EXPERIENCE GIVEAWAY**

### **OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

#### 1. HOW TO ENTER

- a. These rules govern the "Ultimate Country Thunder Experience Giveaway" promotion (the "Promotion"), which is being conducted by KMLE(FM) (the "Station"). The Promotion begins on Monday, March 20, 2017, and ends on Monday, April 3, 2017 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter by text message or online beginning on Monday, March 20, 2017, at 6:05 a.m. Mountain Standard Time ("MST") and ending on Friday, March 31, 2017, at 7:00 p.m. MST (the "Entry Period") as follows:

Listen to the Station on-air during the Entry Period for the announcements of the Keywords ("Keywords") during the following dates and approximate times listed below. Then continue listening; the Station will announce the cue-to-enter ("Cue") on-air approximately twenty to forty (20-40) minutes after each Keyword announcement. Entrants may then enter online or by text using the respective Keyword until the top of the hour following each Cue announcement. Any entries received before the Cue is aired will be disqualified. (For example, if the Keyword is announced at 8:00 p.m. MST and the Cue airs at 8:30 p.m. MST, the Keyword would be valid from 8:30 p.m. MST to 9:00 p.m. MST.) Entries without the correct Keyword for that specific hour and day will be disqualified.

Listen for a Keyword each weekday beginning on Monday, March 20, 2017, and ending on Friday, March 31, 2017, at the following approximate times: 6:05 a.m. MST, 8:05 a.m. MST, 11:05 a.m. MST; 1:05 p.m. MST; 3:05 p.m. MST; 5:05 p.m. MST.

Keywords will be deemed correct and valid at the sole discretion of the Station. Station will be the timekeeper for this Promotion at its sole discretion. Upon hearing the Cue, enter by text or online as follows:

- (i). **Text Method**: Text the Keyword announced on air for that specific hour and day to 22108 to enter the Promotion. Message and data rates may apply. Wireless service providers may charge entrants for each text message, including

any error message that is sent or received in connection with the Promotion. The Station is not responsible for any fees and taxes incurred by an entrant for this method of entry. **BY ENTERING BY TEXT, ENTRANTS CONSENT TO RECEIVE AT LEAST ONE (1) AUTODIALED INFORMATIONAL TEXT MESSAGE FROM THE STATION ON THEIR WIRELESS NUMBER, INCLUDING A MESSAGE CONFIRMING ENTRY AND LEGAL DISCLAIMERS,** AND ENTRANTS UNDERSTAND THAT THEIR CONSENT IS NOT REQUIRED AS A CONDITION OF PURCHASE. Text entrants consent to receive additional autodialed text messages or a notification phone call at the number from which the text entry was received if selected as a qualifier, finalist or winner, as applicable, and to accept any charges associated therewith. Potential prize winner(s) in a text message promotion must provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth to verify eligibility. P.O. Boxes are not permitted. Text messaging may not be available through all wireless carriers, and the Station makes no guarantee that any particular wireless service provider will participate.

OR

(ii). **Online Method:** Visit [kmle1079.com](http://kmle1079.com) and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Each entry must include the Keyword for that specific hour and day. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator.

- c. **Limit one (1) entry per person per Keyword/Cue, regardless of entry method.**
- d. There will be up to a total of sixty (60) Qualifying Prize winners and up to one (1) Grand Prize winner selected in the Promotion.
- e. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

## 2. **ELIGIBILITY RESTRICTIONS**

- a. The Promotion is open to all persons who are legal U.S. residents 21 years of age or older and who reside in Arizona. Void where prohibited or restricted by law. Employees, officers, directors, and agents of Country Thunder, the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Phoenix metropolitan area, the members of their immediate families (spouse, parents,

siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

- b. Only one (1) winner per household is permitted in this specific Station-conducted promotion.
- c. Each winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

### 3. PRIZES

- a. Up to sixty (60) Qualifying Prizes will be awarded in this Promotion. Each Qualifying Prize consists of only ONE (1) of the following ticket options (not all four (4) options):
  - i. Two (2) Thursday Country Thunder Festival tickets (valid for winner and one (1) guest) valid only on April 6, 2017 in Florence, Arizona
  - ii. Two (2) Friday Country Thunder Festival tickets (valid for winner and one (1) guest) valid only on April 7, 2017 in Florence, Arizona
  - iii. Two (2) Saturday Country Thunder Festival tickets (valid for winner and one (1) guest) valid only on April 8, 2017 in Florence, Arizona
  - iv. Two (2) Sunday Country Thunder Festival tickets (valid for winner and one (1) guest) valid only on April 9, 2017 in Florence, Arizona

The Approximate Retail Value (“ARV”) of each Qualifying Prize is \$150.00. Qualifying Prize winners’ guests must be at least 18 years old. Qualifying Prize winners will select one (1) of the four (4) options in the order in which they were selected as Qualifying Prize winners. Qualifying Prizes are first come, first serve; while supplies last. Qualifying Prize winner’s choice is final; no substitutions permitted. The winner 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. The prize is awarded as is. Tickets valid only on the date(s) printed on the tickets. Tickets are not 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 Promotion Entities, their sole responsibility to the winner will be to award the remaining

available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the winner and/or guest if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the Country Thunder Festival.

- b. Up to one (1) Grand Prize will be awarded in this Promotion. The Grand Prize consists of the following:
  - i. Four (4) Thursday through Sunday (4-Day) Country Thunder Festival tickets (valid for winner and three (3) guests) scheduled for April 6, 2017 through April 9, 2017 in Florence, Arizona
  - ii. One (1) campsite pass good for a four (4) day campsite at Crown Campground during Country Thunder Festival valid Thursday through Sunday in Florence, Arizona
  - iii. A four (4) day RV rental. RV accommodates winner and three (3) guests for the nights of April 6<sup>th</sup> – April 9<sup>th</sup>, 2017 at Country Thunder Festival (Winner and guests will use the RV only for evening accommodations. Winner and guests are not permitted to drive the RV.)
  - iv. Two (2) Chris Young stage seat passes (valid for winner and one (1) guest) scheduled for April 6, 2017 at 10:00 p.m. MST at Country Thunder in Florence, Arizona
  - v. Two (2) Dierks Bentley stage seat passes (valid for winner and one (1) guest) scheduled for April 7, 2017 at 10:00 p.m. MST at Country Thunder in Florence, Arizona
  - vi. Two (2) Thomas Rhett stage seat passes (valid for winner and one (1) guest) scheduled for April 8, 2017 at 10:00 p.m. MST at Country Thunder in Florence, Arizona
  - vii. Two (2) Blake Shelton stage seat passes (valid for winner and one (1) guest) scheduled for April 9, 2017 at 9:00 p.m. MST at Country Thunder in Florence, Arizona
  - viii. Four (4) Thursday through Sunday VIP KMLE Country Thunder Festival Skybox tickets (valid for winner and three (3) guests) scheduled for April 6-9, 2017 in Florence, Arizona
  - ix. Two (2) Chris Young meet and greet passes (valid for winner and one (1) guest) at Country Thunder on April 6, 2017 in Florence, Arizona. Meet and greets are subject to artist's availability (could be before, during or after the concert).
  - x. Two (2) Dierks Bentley meet and greet passes (valid for winner and one (1) guest) at Country Thunder on April 7, 2017 in Florence, Arizona. Meet and greets are subject to artist's availability (could be before, during or after the concert).
  - xi. Two (2) Thomas Rhett meet and greet passes (valid for winner and one (1) guest) at Country Thunder on April 8, 2017 in Florence, Arizona. Meet and greets are subject to artist's availability (could be before, during or after the concert).

- xii. Two (2) Blake Shelton meet and greet passes (valid for winner and one (1) guest) at Country Thunder on April 9, 2017 in Florence, Arizona. Meet and greets are subject to artist's availability (could be before, during or after the concert).
- xiii. One (1) acoustic guitar signed by Country Thunder artists during Country Thunder April 6 – 9, 2017 in Florence, Arizona

The ARV of the Grand Prize is \$2,176. The Grand Prize winner may be required to present a valid credit card upon campsite check-in to cover any incidental expenses incurred during the winner's stay and/or campground clean up to attend the 2017 Country Thunder Festival in Florence, AZ. **The Grand Prize winner is responsible for all camping gear (e.g. Trailer/RV generator, sleeping bag, food, toiletries, etc.).** The Grand Prize winner must follow Country Thunder Festival rules, procedures, and guidelines. You do not have to camp in order to attend Country Thunder. The winner 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. The prize is awarded as is. Tickets valid only on the date(s) printed on the tickets. Tickets are not 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. **Grand prize winner's guests must be at least 18 years old. Grand prize winner's guests between the age of 18 and 21 must be accompanied by a parent or legal guardian.** 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 Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the winner and/or guest if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the Country Thunder Festival.

- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. Qualifying Prize winners and Grand Prize winner will forfeit any prize or prize certificate if not claimed by 5:00 p.m. MST on Wednesday, April 4, 2017. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.
- d. Prize(s) is not transferable, 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 item(s) 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, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, 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. Up to sixty (60) Qualifying Prize winners will be selected as follows:

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 21, 2017 in Station-conducted random drawings from all entries received on March 20, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 22, 2017 in Station-conducted random drawings from all entries received on March 21, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 23, 2017 in Station-conducted random drawings from all entries received on March 22, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 24, 2017 in Station-conducted random drawings from all entries received on March 23, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 27, 2017 in Station-conducted random drawings from all entries received on March 24, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 28, 2017 in Station-conducted random drawings from all entries received on March 27, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 29, 2017 in Station-conducted random drawings from all entries received on March 28, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 30, 2017 in Station-conducted random drawings from all entries received on March 29, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on March 31, 2017 in Station-conducted random drawings from all entries received on March 30, 2017.

Up to six (6) Qualifying Prize winners will be selected at 8:30 a.m. MST on April 3, 2017 in Station-conducted random drawings from all entries received on March 31, 2017.

The Qualifying Prize winners will be notified by telephone promptly following their respective random drawing. Entries will not rollover to subsequent random drawings.

- c. Up to one (1) Grand Prize winner will be selected in a Station-conducted random drawing from all eligible Qualifying Prize winners at approximately 9:30 a.m. MST on Monday, April 3, 2017. The Grand Prize winner will be notified by telephone promptly after the Grand Prize drawing on Monday, April 3, 2017.
- d. Odds of winning a Qualifying Prize depend on the number of combined eligible online and text message entries received for their respective random drawing. Odds of a Qualifying Prize winner winning the Grand Prize are 1 in 60.
- e. Entrants must listen to the Station to acquire the announced Keywords for entry via online or text message but need not be present to enter or win a Qualifying Prize. Qualifying Prize winners do not need to listen to the Station or be present to win the Grand Prize.
- f. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. The Qualifying Prize winners and Grand Prize winner must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:00 p.m. MST on Wednesday, April 5, 2017, or Qualifying/Grand Prize(s) will be forfeited and an alternate Qualifying/Grand Prize winner will not be selected. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s).

## 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 an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an 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 guest's, 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, advertising 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, except where prohibited by law. Each winner (and 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 prize(s) 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 or text message 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 services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a 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/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 keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. 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-administered Promotions and seek damages to the fullest extent permitted by law.
- g. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances 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). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- 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 situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include 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. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to "Ultimate Country Thunder Experience Giveaway (3/20) – Official Rules," Attn: Promotions, KMLE(FM), 840 N. Central Ave., Phoenix, AZ 85004. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked "Ultimate Country Thunder Experience Giveaway (3/20) - Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and online at [kmle1079.com](http://kmle1079.com).

## 6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at [www.kmle1079.com](http://www.kmle1079.com). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Promotion Administrator: 107.9 KMLE(FM) 840 N. Central Ave. Phoenix, AZ 85004

Sponsor: Country Thunder, 730 Gallatin Pike N. Madison, TN 37115