

The following promotion is intended for participants in the State of Arizona only, and will be governed by Arizona and applicable 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 CAMRY ROADTRIP

### 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 KMLE Camry Roadtrip promotion ("Promotion"), which is being conducted by KMLE-FM ("Station"). The Promotion begins on September 18, 2017 and ends on October 15, 2017 ("Promotion Dates").
- b. To enter the Promotion, entrant may enter by text message, online or on-site as set forth below during the entry periods described below:
- c. Entrants may listen to the Station and enter by text message or online beginning on Monday, September 18, 2017, at 6:00 a.m. Mountain Standard Time ("MST") and ending on Friday, October 6, 2017, at 6:00 p.m. MST (the "On-Air Entry Period"). Listen to the Station on-air during the On-Air Entry Period for the announcements of the Keywords ("Keywords") and cue-to-enter ("Cue") during the dates and approximate times listed below. 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. Keywords will air weekdays beginning Monday, September 18, 2017, through Friday, October 6, 2017, at approximately 6:30 a.m. MST, 8:30 a.m. MST, 12:30 p.m. MST, 3:30 p.m. MST, and 5:30 p.m. MST once.
- d. In addition, entrants may enter by text message or online using Keywords identified at participating Valley Toyota Dealers beginning on Monday, September 18, 2017, at 8:00 a.m. MST and ending on Friday, October 6, 2017, at 9:00 pm MST (the "Dealer Entry Period"). Entrants may enter online or by text using the Keywords displayed at participating Valley Toyota Dealers during the Dealer Entry Period. Entries without the correct Keyword will be disqualified. Participating Valley Toyota Dealers are listed below, and Keywords may be viewable during regular business hours during the Dealer Entry Period:
  - Camelback Toyota 1550 E. Camelback Rd. Phoenix, AZ 85014

- AutoNation Toyota Tempe 7970 S. Autoplex Loop Tempe, AZ 85284
  - Riverview Toyota 2020 W. Riverview Auto Dr. Mesa, AZ 85201
  - Avondale Toyota 10005 W Papago Frwy Avondale, AZ 85323
  - Bell Road Toyota 2020 W Bell Rd Phoenix, AZ 85023
  - Right Toyota 7701 E Frank Lloyd Wright Scottsdale, AZ 85260
  - Larry H Miller Toyota Peoria 8633 W Bell Rd Peoria, AZ 85382
  - Big Two Toyota of Chandler 1250 S Gilbert Rd Chandler, AZ 85286
  - Earnhardt Toyota 6136 E Autoloop Ave Mesa, AZ 85206
  - Toyota of Surprise 13543 N Auto Show Ave Surprise, AZ 85388
- e. For both the On-Air Entry Period and the Dealer Entry Period, 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.
- f. **Text Entries:** For entry by text message, entrants must text the Keyword displayed at any of the participating Toyota dealership locations listed above and/or text the Keyword announced on air for that specific hour and day during the respective entry periods 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.
- g. **Online Entries:** For entry online, entrants must 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 respective entry period above. **Each online entry must include the correct Keyword.** 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.

- h. **Limit one (1) entry per person per Keyword, regardless of entry method.** Multiple participants are not permitted to share the same phone number or email address.
- i. **Onsite Entries:** To enter on-site, visit the KMLE Studio on Friday, October 13, 2017, starting at 2:00 p.m. MST and ending at 3:45 p.m. MST to obtain an official entry form (available while supplies last), then legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on an official entry form and place the completed entry form in the dedicated collection box. P.O. Boxes are not permitted. **All entries must be received by 3:45 p.m. MST on Friday, October 6, 2017.** Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification.
- j. A total of twenty (20) Semi-Finalists shall be selected in the promotion. Fifteen (15) Semi-Finalists shall be selected, one (1) per weekday between Tuesday, September 19, 2017, and Monday, October 9, 2017, in a random drawing of all valid text and online entries received as of 11:59 p.m. MST on the prior day (or 6:00 p.m. MST on the final day of the On-Air Entry Period). Non-winning entries will be included in successive drawings as applicable. Each drawing shall be conducted by the Station at approximately 10:00 a.m. MST. Three (3) Semi-Finalists shall be selected on Monday, October 9, 2017, at approximately 10:00 a.m. MST from all text and online entries received during the Dealer Entry Period. At least two (2) Semi-Finalists shall be selected on Friday, October 13, 2017, at approximately 3:45 p.m. MST from all valid Onsite Entries. Odds of being selected as a Semi-Finalist depend on the number of entries received in each respective drawing.
- k. 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 of any nature.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all legal U.S. residents who are 21 years of age or older at the time of entry with a valid driver's license at time of entry and who reside in Arizona. Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Valley Toyota Dealers Association, participating Toyota dealerships, the Station, CBS Radio Inc., each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities") and other radio stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) 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, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

- b. Only one (1) winner per household is permitted to win in this promotion.
- c. Semi-finalists may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to participate in Finals. Grand Prize Winner must hold a current and valid U.S. driver's license from the State of Arizona and also must qualify for required vehicle insurance, and present evidence of such insurance prior to the delivery of the 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. Twenty (20) Semi-Finalist Prizes: each Semi-Finalist Prize shall be a \$25 Visa gift card. Gift cards will be subject to the terms and conditions as set forth by their issuer. Gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. The Approximate Retail Value ("ARV") of each Semi-Finalist Prize is \$25.00.
- b. Three (3) Friday-Saturday Road Trip Prizes: The three (3) Finalists will receive a tour of the Phoenix metro area including a visit to Arizona State Fair in Phoenix, AZ; overnight accommodations at Hilton Garden Inn Downtown (15 E Monroe St, Phoenix, AZ 85004) on Friday, October 13, 2017 (one room, single occupancy); a visit to the Wildlife World Zoo in Litchfield Park, AZ; and a visit to the Main Event in Gilbert, AZ, and Dolphinaris, in Scottsdale, AZ. (ARV: \$540.00 except for the disqualified Finalist, who will also receive a \$100.00 Lyft transportation credit (ARV: \$640.00)).
- c. Two (2) Saturday-Sunday Road Trip Prizes: The two (2) remaining Finalists will receive overnight accommodations at a hotel TBD by the Station on Saturday, October 14, 2017 (one room, single occupancy); a visit to the iFly indoor skydiving park in Scottsdale, AZ; and a visit to Top Golf in Gilbert, AZ. (ARV: \$250.00).
- d. One (1) Grand Prize: Grand Prize shall be a 2018 Toyota Camry SE, or a vehicle of comparable or increased value if the identified vehicle is not readily available

at the time of awarding the prize ("Grand Prize Vehicle"). The Grand Prize Vehicle will be the vehicle used in connection with the Camry Roadtrip. The Grand Prize Vehicle ARV is \$26,000; such figure is based on Manufacturers Suggested Retail Prices ("MSRP") of the Grand Prize Vehicle as well as the associated sales tax. Grand Prize's actual retail value may vary from the ARV stated herein due to the selection of options, accessories, or delivery location, and any applicable taxes or government-required fees not specified herein. The Grand Prize winner shall be solely responsible for any and all applicable taxes, as well as title, plate fees, and registration and documentation fees, insurance (proof of which must be shown prior to taking possession of vehicle), dealer preparation fees or destination charges (if any), operating and maintenance expenses, or any other fees and expenses not specified herein associated with the receipt and use of the Grand Prize. Selection of Grand Prize Vehicle color, options, and equipment will be determined by Station or dealership in its sole discretion will be based on dealer stock/availability. Dealer incentives or rebates will not be credited or applied to any vehicle won. Grand Prize winner must take possession of vehicle at a dealership designated by the Station or its designee by the sooner of the deadline below or whenever winner's vehicle becomes available. Winner is solely responsible for all costs associated with any permitted or available vehicle upgrade/option package and/or accessories. **Winner must have a valid U.S. driver's license and proof of insurance to take delivery.** Vehicle awarded may differ from any vehicle shown in Promotion materials. The prize is provided as is. Neither the Promotion Entities nor the dealer/retailer have made or are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply.

- e. Grand Prize Cash Option: In lieu of taking title to the Grand Prize Vehicle, the Grand Prize winner will have the option of receiving \$15,000.00 in cash ("Cash Option"), which shall be payable as a check to the Grand Prize winner. Grand Prize Cash Option ARV: \$15,000.00.
- f. For the Camry Roadtrip prize components, any difference between stated value and actual value will not be awarded. Finalists must accompany the Station designee and participate in the Camry Roadtrip to remain eligible. Itinerary may be subject to availability. If a Finalist is unable or unwilling to participate in the Camry Roadtrip that Finalist will be disqualified (and, depending on the timing of the disqualification, the Station reserves the right, but not the obligation, to select an alternate Finalist from the remaining Semi-Finalists). All other costs not specifically stated herein, including but not limited to those of taxes, meals/room service, tips and ground transportation are the responsibility of the Finalists. Station will determine itinerary in its sole discretion. The Station reserves the right to structure the travel route and select hotels in its sole discretion. Finalists may be required to present a valid credit card upon hotel check in to cover any

incidental expenses incurred during the Finalists' stay. Finalists must sign a Publicity, Liability Waiver and Travel Release form prior to participating on the Camry Roadtrip. If a prize-related event or travel 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(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). No compensation will be made in the event of the cancellation or delay of any transportation.

- g. No more than the stated number of prizes specified in these official rules will be awarded. Grand Prize must be claimed at TBD Valley Toyota Dealer at the address below during regular business hours. The winner(s) will forfeit any prize(s) or prize certificate(s) not claimed as set forth herein. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will not be awarded. The Station may opt to deliver any prize to the winner by mail or overnight courier solely at its discretion. In the event that the Station delivers the prize to the winner by mail or courier with the winner's consent, the winner assumes the risk of the prize's loss, damage or delay.
- h. Except as expressly provided for above, 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). The Prize(s) is provided as is. 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, with the exception of any standard manufacturer's warranty that may apply. Other restrictions may apply.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. All Semi-Finalists will be notified of winning by telephone promptly following their drawings (except for the two (2) Semi-Finalists selected onsite on October 13, 2017, who will be notified in person). All Semi-Finalists will be invited to attend the KMLE Camry Roadtrip event ("Camry Roadtrip") beginning at the KMLE Studios at 840 N. Central Ave., Phoenix, AZ 85004, on Friday, October 13, 2017.

**Attendance on Friday, October 13, 2017 is required for a chance to be selected as a Finalist.**

- c. Semi-Finalists must arrive and register with Station personnel by 3:45 p.m. MST on Friday, October 13, 2017. Semi-Finalists must present valid government-issued photo ID at the time of registration. Semi-Finalists who have not registered by this time will be ineligible to participate in the Final Event. At approximately 4:00 p.m. MST, the Final Event will begin. Each of the timely-registered Semi-Finalists will be randomly ordered and given a CD from the Station before the Final Event begins. Once the Final Event begins, each Semi-Finalist will insert their CD into the Toyota Camry's CD player. Seventeen (17) Semi-Finalists will hear a "Wah Wah" sound indicating that they will not qualify to win the Grand Prize. Three (3) Semi-Finalists will hear "Congratulations, you're going on a road trip with Jared Marshall." These three (3) Semi-Finalists will be deemed "Finalists" upon confirmation of eligibility. Odds of a Semi-Finalist being selected as a Finalist are approximately 3:20.
- d. The three (3) Finalists will be invited to go on the Camry Roadtrip with Station talent, Jared Marshall, in which Jared will drive the Finalists around the Phoenix metro area from Friday, October 13, 2017, through Sunday, October 15, 2017 in the Grand Prize Vehicle. **FINALISTS MUST PARTICIPATE IN THE CAMRY ROADTRIP FOR A CHANCE TO WIN THE GRAND PRIZE. FAILURE TO PARTICIPATE IN THE CAMRY ROADTRIP WILL RESULT IN DISQUALIFICATION. THE STATION RESERVES THE RIGHT TO RANDOMLY SELECT ANOTHER SEMI-FINALIST TO PARTICIPATE AS A FINALIST IN THE EVENT THAT A FINALIST DECLINES TO PARTICIPATE AT THE BEGINNING OF THE ROAD TRIP.** The Station reserves the right but not the obligation to further set scheduled activities or specific departure or activity times, which must be followed to be eligible to participate on the Camry Roadtrip or to win the Grand Prize.
  - i) **Friday, October 13, 2017:** Jared Marshall will first drive the three (3) Finalists to the Arizona State Fair in Phoenix, AZ. Each Finalist will be provided overnight accommodations at a hotel TBD by the Station on Friday, October 13, 2017 (one room, single occupancy).
  - ii) **Saturday, October 14, 2017:** Jared Marshall will drive the Finalists to the Wildlife World Zoo in Litchfield Park, AZ where they will visit and tour the zoo. Jared Marshall will then drive the Finalists to the Main Event in Gilbert, AZ, where they will be entertained. Jared Marshall will then drive the Finalists to Dolphinaris, in Scottsdale, AZ, where they will all tour the dolphin water park. On Saturday, October 14, 2017, at approximately 7:00 p.m. MST, the Station will conduct a random drawing of the three (3) Finalists to eliminate one (1) Finalist. (Two (2) Finalists will be selected to continue on the Camry Roadtrip, and one will be given a \$100 Lyft code to go home.). Each remaining Finalist will be provided overnight

accommodations at a hotel TBD by the Station on Saturday, October 14, 2017 (one room, single occupancy). Odds of a Finalist being selected to participate in the second night of the Camry Roadtrip are 2:3.

iii) **Sunday, October 15, 2017:** Jared Marshall will drive the Finalists to the iFly indoor skydiving park in Scottsdale, AZ. Jared Marshall will then drive the Finalists to Top Golf in Gilbert, AZ, after which, Jared Marshall will drive the Finalists back to the Station's studios. On Sunday, October 15, 2017, at approximately 2:00 p.m. MST, the Station will conduct a random drawing of the two (2) Finalists to eliminate one (1) Finalist. One (1) Finalist will be selected to win the Grand Prize, upon verification of eligibility. The eliminated Finalist will not receive an additional prize. Odds of a Finalist being selected after the second night of the Camry Roadtrip to win the Grand Prize are 1:2.

e. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. **Prize winners must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:30 pm MST on Friday, October 20, 2017, or their respective Prize will be forfeited and an alternate winner will not be selected.** If a potential winner(s) is deemed ineligible for any reason, 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). The Promotion Entities are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 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, unsuccessful, or late entries or notifications; (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 Maricopa County, Arizona; (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. Arizona 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 "KMLE Camry Roadtrip – 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 "KMLE Camry Roadtrip – 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 may be posted online at [www.KMLE1079.com](http://www.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.

Administrator: KMLE-FM 840 N Central Ave., Phoenix, AZ 85004.

Sponsor: Valley Toyota Dealers Association 1850 N Central Ave., Suite 1800 Phoenix, AZ 85004.