

## KMPS CLASS OF 2017 BACKSTAGE BLOGGER

### 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 KMPS Class Of 2017 Backstage Blogger promotion (the "Promotion"), which is being conducted by KMPS-FM (the "Station"). The Promotion begins on Monday, October 2, 2017 and ends on Tuesday, October 17, 2017 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter via Instagram or Twitter beginning on Monday, October 2, 2017 at 6:00am Pacific Time ("PT") and ending on Wednesday, October 11, 2017 at 11:59pm PT (the "Entry Period") as follows:
  - i. To enter on Instagram or Twitter, entrant will need to have a valid Instagram or Twitter account. If they do not already have one, entrants can open a free Instagram account at [www.instagram.com](http://www.instagram.com) or a free Twitter account at [www.twitter.com](http://www.twitter.com). Entrant must post a video submission ("Video") of themselves explaining why they should be chosen to be the Station's official social media blogger at the Class of 2017 concert, on the entrants Instagram or Twitter social media account, and must include the hashtag **#941BloggerEntry** and tag the Station's (@941KMPS) Instagram or Twitter account to be entered in the Promotion. Entrants must create an original post that must include all three (3) elements (Video, correct hashtag, and tag the Station) in order to be valid. **Entrants' Instagram or Twitter accounts must be set to "public" for the entry to be valid.** The Video must be in a format that can be posted and viewed on Twitter or Instagram and may not exceed sixty (60) seconds in length. Video cannot include any person other than the entrant. Entrant will receive one (1) entry for each post. Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address or Instagram/Twitter accounts. Multiple participants are not permitted to share the same email address, Instagram, or Twitter account. 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. By entering the Promotion, entrants consent to be subject to all notices posted online including but not limited to CBS Radio's/Station's Privacy Policy as applicable. Use of Instagram or Twitter as a means of entry will be subject to their respective privacy policy and terms of service. Entrant specifically agrees to release Instagram from any and all liability associated with this Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter.
  - ii. Entrant must have the right to submit any content ("Content"). Content submitted by an entrant may not defame or invade publicity rights or privacy of any person, living

or deceased, or otherwise infringe upon any person's personal or proprietary rights including but not limited to copyrights or trademarks. Content must be the original work of entrant, and any elements appearing in the Content, including, without limitation, photographs, comments, art or any other materials, must be entrant's own original work, created by entrant, or be in the public domain. **Further, by participating in the Promotion, entrant grants to the Station a perpetual, royalty-free license to use and publish the Content in connection with the Promotion and for marketing and promotional purposes in any media now existing or hereafter created without any notification, opportunity to review, right of approval, or additional consideration whatsoever.** Entrant agrees that the Station reserves the right, but not the obligation, to comment or reply on or to display, re-post, re-tweet, or otherwise forward or share selected Content on its website(s) or on its social media page(s) or to broadcast such Content, in whole or in part, on-air. Unless otherwise specified, selecting such Content to share or broadcast shall be for publicity purposes only and shall have no bearing on the outcome of the Promotion or the selection of winners. Unless otherwise specified, any material, text or otherwise, included as part of the Content must be in the English language, and no personal information, including but not limited to name, image, or likeness of any person other than the entrant, or those from whom the entrant has obtained permission (or from their parents/guardians if individuals are minors), is to be included or referred to in the Content. As determined by the Station in its sole discretion, Content must not include, depict, reference or promote any indecent or inappropriate subjects or include obscenities, profanity, offensiveness, materially dangerous activities or violence, sexual explicitness, drug use, commercial products or services of third parties, material that is defamatory, disparaging, misrepresentative, discriminatory, false or misleading, or otherwise unlawful, or any material that infringes on another's rights. The Station reserves the right to disqualify any entry that includes Content that it deems, in its sole discretion, to be indecent or inappropriate, unsuitable for public display, broadcast, or posting on any Station-administered website (i.e., entries must be radio clean), otherwise in violation of these guidelines or which communicate messages or images inconsistent with the positive images and/or goodwill to which the Station and its sponsor(s) wish to associate. Entries that do not comply with these guidelines may not be eligible.

- c. Videos submitted by the potential Finalists will also be posted on the Station's website, and by submitting a Video, entrant certifies that he or she has the permission to post the Video.
- d. There will be up to a total of one (1) prize winner selected in the Promotion.

## 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 the greater Seattle Metropolitan area (Island, King, Kitsap, Pierce, Snohomish, and Thurston Counties, Washington). Void where prohibited or

restricted by law. Employees, officers, directors and agents of 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 Seattle-Tacoma 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. Persons are eligible to win a prize valued at \$600 or more only once every six (6) months.
- c. The 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(s).
- 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 one (1) prize will be awarded. The prize consists of one (1) ticket (valid for the winner) to the Class of 2017 concert at 7:00pm PT on October 24, 2017 at the Snoqualmie Casino, located at 37500 SE N Bend Way, Snoqualmie, WA 98065 (the "Venue") and the opportunity to blog from backstage using the Station's social media accounts during the concert. There is no cash or retail value associated with the prize.

The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize(s) 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(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station 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 any Prize event(s).

Prize winner may be required to arrive early to show, attend formal sound check, etc. Directions and instructions will be provided by the Station. If at any time the Station deems that the winner is not appropriately using the Station's social media accounts, the

Station may revoke the opportunity from the winner. Station will have final approval on all social media posts made by the winner at their sole and absolute discretion.

- b. 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 (CBS Radio Seattle, 1000 Dexter Ave N, Seattle, WA 98109) during regular business hours. Winner will forfeit any prize(s) or prize certificate(s) not claimed by 5:30pm PT on Tuesday, October 24, 2017. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written or verbal consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- c. 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. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. On Thursday, October 12, 2017 at approximately 9:00am PT, the Station will select up to three (3) "Finalists" from among all eligible Video entries received during the Entry Period and posted at the time of the conclusion of the Entry Period. Finalists will be selected by a judging panel made up of up to three (3) Station employees and will be selected based on the following judging criteria: personality, originality, social media presence, and overall presentation. Potential Finalists will be notified via Instagram or Twitter Direct Message. Entrants must monitor their Instagram or Twitter account and respond promptly to any Direct Message notifications from the Station or risk forfeiting their selection as a Finalist. **There is no prize associated with being deemed a Finalist.**
- c. Beginning at approximately 12:00pm PT on Thursday, October 12, 2017 and ending at 11:59pm PT on October 16, 2017 (the "Voting Period"), the Station will post the three (3) Finalists' Videos to a contest blog on the Station website ([www.kmps.com](http://www.kmps.com)) with a unique keyword for each Finalist's Video. Station listeners and social media followers will be encouraged to go online during the Voting Period, view each Finalist's Video, obtain the unique keyword for their favorite Finalist, and vote by text or online, as follows:

- I. **Text Method:** To vote by text, visit [www.kmps.com](http://www.kmps.com) and obtain the keyword that corresponds to the Finalist's Video you want to vote for, and text it to 54994 during the Voting Period. Message and data rates may apply. The Station is not responsible for any fees incurred by a voter for this method of voting. By voting by text, voters consent to receive a confirmation text message from the Station.

OR

- II. **Online Method:** To vote online, visit [www.kmps.com](http://www.kmps.com) obtain the keyword that corresponds to the Finalist's Video you want to vote for and follow the links and instructions to vote in the Promotion by completing and submitting the online form during the Voting Period. The vote must include the keyword for the specific Finalist's Video the wish to vote for. Online voters are subject to all notices posted online including but not limited to the Station's Privacy Policy. Votes submitted online may not be acknowledged or returned. Proof of submission of a vote shall not be deemed proof of receipt by the Promotion administrator.

All online and texting votes must be received by 11:59pm PT on October 16, 2017. One (1) vote per person, regardless of method, will be allowed during the Voting Period. Once the Voting Period has concluded, the Station will total the final voting numbers, which will account for forty percent (40%) of a Finalist's final score in order to determine the winner.

The remaining sixty percent (60%) of a Finalist's final score will be based on the judging criteria described above scored by the panel of judges. Once all Finalists' scores have been totaled, the Finalist with the highest score will be deemed the winner, upon confirmation of eligibility. The potential winner will be notified by the Station on Tuesday October 17, 2017 at approximately 11:00am PT.

- c. Entrants need not listen to the Station or be present to be deemed a Finalist or to win but must be available to attend the Class of 2017 concert at the Venue on Tuesday, October 24, 2017 to win.
- d. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Winner must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:30pm PT on Tuesday, October 24, 2017 or prize(s) will be forfeited and an alternate winner may be selected (time permitting) using the judging criteria described above. 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 and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and 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 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 make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to 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).

- 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 October 17, 2017 to "KMPS Class Of 2017 Backstage Blogger – Official Rules," Attn: Promotions, KMPS, 1000 Dexter Ave N, Ste. 100, Seattle, WA 98109. For the names of the prize winner send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by December 17, 2017 to the above address marked "KMPS Class Of 2017 Backstage Blogger – 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.kmps.com](http://www.kmps.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.kmps.com](http://www.kmps.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/Sponsor: KMPS-FM, 1000 Dexter Ave N., Ste 100, Seattle, WA 98109.