

# WIN A MAZDA 3

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. All federal, state and local regulations apply. Sponsored by Townsquare Media Boise 827 E. Park Blvd., #100, Boise, ID 83712 ("Sponsor"). These Official Rules govern the sweepstakes (the "Promotion") being conducted by participating Townsquare Media Boise radio station, KSAS – 103.5 KISS FM (the "Station").

This Promotion is titled: Win A Mazda 3.

### 1. PROMOTION DATES

This Promotion begins on August 6, 2015 at 6:00am local time and ends at 5:00pm on August 29, 2015 (the "Promotion Period").

#### 2. ELIGIBILITY

- a. The Promotion is open to all legal U.S. residents who are **18** years of age or older who reside in the Station survey area as defined by Nielsen Audio. Employees of the Station, the Station's licensee, Sponsor, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and participating sponsors (collectively, "Promotion Entities"), other radio stations in the Station's metropolitan area, the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. "Immediate family" members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations may participate in this Promotion. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- b. Proof of age, identity and eligibility must be furnished to Station upon request. All entry information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry.
- c. 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 entry from individuals who do not meet the eligibility requirements. The Station will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

## 3. HOW TO ENTER AND WINNER SELECTION

- a. Starting on Thursday August 6, 2015, listen to 103.5 KISS FM every weekday from 6:00am 7:00pm local time for the Cue To Call into the 103.5 KISS FM contest line (208) 384-1035 to be Caller #9 for a chance to qualify for the Grand Prize. Each confirmed, qualified Caller #9 will be deemed a Contest qualifier and be awarded one of the first one hundred three (103) invitations (car keys) to the 103.5 KISS FM Team Mazda Birthday Party finale event located at the showroom of Team Mazda 6218 Cleveland Blvd, Caldwell, ID 83607 on Saturday August 29, 2015, at 3pm, local time. Qualifiers must be present with a valid driver's license to participate/win the Grand Prize.
- b. An additional chance to qualify for the Grand Prize will be made available on the station website at <a href="https://www.1035kissfmboise.com">www.1035kissfmboise.com</a> and join the "Friends With Benefits" loyalty club. Look for the Win A Mazda 3 Contest instructions inside the "Friends With Benefits" loyalty club and submit your entry. Qualifiers will be randomly selected from this pool of qualified online entrants and added to the on-air pool of qualifiers before selecting the Grand Prize winner at the 103.5 KISS FM Team Mazda Birthday Party finale event located at the showroom of Team Mazda 6218 Cleveland Blvd, Caldwell, ID 83607 on Saturday August 29, 2015, at 3pm, local time. Qualifiers must be present with a valid driver's license to participate/win the Grand Prize.
- c. More chances to qualify for the Grand Prize will be made available via 103.5 KISS FM Street Team appearances at Team Mazda located at 6218 Cleveland Blvd, Caldwell, ID 83607 on Saturday August 8,

2015, from 12noon – 2:00pm location time, on Saturday August 15, 2015, from 12noon – 2:00pm location time, on Saturday August 22, 2015, from 12noon – 2:00pm location time, as well as Saturday August 29, 2015, at 3:00pm location time. Qualified entrants may simply enter for a chance to win. Qualifiers will be randomly selected from this pool of qualified entrants and added to the on-air pool of qualifiers before selecting the Grand Prize winner at the 103.5 KISS FM – Team Mazda Birthday Party finale event located at the showroom of Team Mazda 6218 Cleveland Blvd, Caldwell, ID 83607 on Saturday August 29, 2015, at 3pm, local time. Qualifiers must be present with a valid driver's license to participate/win the Grand Prize

- d. Another chance to qualify for the Grand Prize will be made available on the social media channels belonging to 103.5 KISS FM. These opportunities and instructions on how to be a Contest qualifier will be announced on 103.5 KISS FM and on the station social media channel(s). Qualifiers will be randomly selected from this pool of qualified entrants and added to the on-air pool of qualifiers before selecting the Grand Prize winner at the 103.5 KISS FM Team Mazda Birthday Party finale event located at the showroom of Team Mazda 6218 Cleveland Blvd, Caldwell, ID 83607 on Saturday August 29, 2015, at 3pm, local time. Qualifiers must be present with a valid driver's license to participate/win the Grand Prize.
- e. An additional thirty-seven (37) bonus invitations (car keys) will be made available to win once the initial one hundred three (103) invitations (car keys) have been awarded to eligible qualifiers.
- f. Note, you must be 18 years of age or older with a valid driver's license in order to participate in this Contest.
- g. Only one invitation (car key) will be awarded to each qualified entrant.
- h. The Contest Entities in their sole discretion, reserve the right to disqualify any participant if such participant play the contest in manners deemed by the Contest Entities as potentially illegal or is illegal, indecent or otherwise offensive, unsuitable for the public or broadcast on Townsquare Media Boise radio stations and related digital platforms.

#### GRAND PRIZE WINNER SELECTION:

One (1) winner will be randomly selected from the pool of eligible entrants during the 103.5 KISS FM — Team Mazda Birthday Party Finale event scheduled for Saturday August 29, 2015, at 3:00pm located at the showroom of Team Mazda 6218 Cleveland Blvd, Caldwell, ID 83607. Qualifiers must be present with a valid driver's license to participate/win the Grand Prize. Decisions of the Station management with respect to the Promotion are final.

### 4. GRAND PRIZE

a. One (1) Mazda 3 provided by Team Mazda of Nampa, Idaho. Additional prizes may be added to the Grand Prize package, or as qualifying prizes, to be announced on 103.5 KISS FM.

(Grand Prize Total value: \$17,000.00 US, plus tax and license).

- b. Odds of winning depend on the number of eligible participants, but not greater than 140:1.
- c. The winner will be solely responsible for all taxes and all other expenses not specified herein associated with the receipt and use of the prize. The prize is awarded as is, and the Promotion Entities have neither made nor are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, with the exception of any standard manufacturer's warranty that may apply to the prize. Additional restrictions may apply. Prize is subject to availability. The winner must sign and return to Sponsor an affidavit of eligibility/ publicity and liability release form prior to accepting the prize, as described below. If any prize related event is unable to take place as scheduled, for any reason, the Sponsor's sole responsibility to the winner will be to award the remaining available portion of the prize and no substitution or compensation will be provided for the unawarded portion of the prize. Sponsor reserves the right to remove or to deny the prize to the winner, if winner engages in disruptive or unruly behavior or in any manner with intent to annoy, abuse, threaten or harass any other person associated with the prize.
- d. All prizes may be picked up at the office of the local Station. The winner will forfeit any prize not claimed within thirty (30) days of winning, unless the prize is time sensitive, and expired or takes place within that period, in which case, the prize must be picked up within that date.
- e. There is no substitution, transfer for prizes, except that the Sponsor may, at its sole

discretion, substitute prizes of comparable value.

## 5. WINNER NOTIFICATION AND CLAIM

- a. Winner will be verified and announced in accordance with these Official Rules. All decisions of the Contest Entities with respect to the Promotion are final.
- b. If necessary, the winner must execute and return any required affidavit of eligibility and/or liability/publicity release within seven (7) days of winning or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required 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. Unless otherwise permitted by the Station, winner must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner.

#### 6. CONDITIONS AND LIMITATION OF LIABILITY

- a. Entrants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Promotion Rules, and by participating, participants agree to be bound to these Official Rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Promotion, without regard to that jurisdiction's choice of law rules.
- b. The winner 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 valued at \$600 or more or for any prizes awarded by the Station in a calendar year with an aggregate value of \$600 or more. Failure to submit a completeW-9 or equivalent upon request may result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- c. By entering the Promotion, entrants and participants grant to the Promotion Entities the right to publicize the participant's name, photograph, video, image, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law.
- d. Winners and entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Promotion Entities, their employees, agents and representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of this Promotion, from any and all tax liability that may be imposed or associated with receipt or use of the prizes, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury or losses (INCLUDING PERSONAL INJURY OR DEATH) sustained in connection with the receipt, ownership, or use of the prize or while traveling to, preparing for, or participating in any Promotion-related or prize-related activity.
- e. 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 Sponsor's control 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, or if safety is compromised by severe weather, acts of God, other field-related obstacles beyond Station's control, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.
- f. Station, in its sole discretion, reserves the right to disqualify any person not abiding by the official rules, or for tampering with the entry process or the operation of the Station's website, or for any violation of the Official Rules. 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 Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with the Promotion, Station reserves the right to disqualify that entrant from entering and/or winning future promotions and to prosecute and seek damages to the fullest extent permitted by law.
- g. Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond Station's control, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Sponsor 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.

### 7. DISCLAIMER

a. Contest Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Promotion are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station or Sponsor due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service: communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections. cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Promotion, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Promotion or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modern access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical errors in any materials relating to the Promotion; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Promotion Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Promotion or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Promotion, in its sole discretion. Promotion Entities make no warranty, guarantee, or representation of any kind concerning any prize, and PROMOTION ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

## 8. PRIVACY

a. By use of the Station's website or by entering the Promotion through the Station's website, you agree to the website's Terms of Use Agreement located at <a href="https://www.1035kissfmboise.com">www.1035kissfmboise.com</a> and to the use of your personal information as described in the Privacy Policy located at <a href="https://www.1035kissfmboise.com">www.1035kissfmboise.com</a>.

## 9. RULES AND WINNERS LISTS

a. For a copy of the official rules of the Promotion, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Promotion Period to Attn: Promotion Rules, Townsquare Media Boise 827 E. Park Blvd, #100, Boise, Idaho 83712. For the names of the prize winner send a SASE for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case, please be sure to specify the name of the Promotion for which you are requesting the rules or winners list. Official rules and winner lists (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at the Station's web site.