

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

96.5 KOIT TRANS-SIBERIAN ORCHESTRA INSTAGRAM ONLINE PHOTO CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Contest Administrator: 96.5 KOIT, 201 Third Street
Suite #1200, San Francisco, CA 94103

1. HOW TO ENTER

- a. These rules govern the 96.5 KOIT Trans-Siberian Orchestra ("Contest"), which is being conducted by 96.5 KOIT ("Station"). The Contest begins on Friday, October 26, 2018 and ends on Friday, November 23, 2018 ("Contest Dates"). Entrants may enter via online only.
- b. To enter the Contest, entrant may enter online beginning on Friday, October 26, 2018 at 12:01AM PST and ending on 23, 2018 at 12:00PM PST ("Entry Period") as follows:
- c. Instagram Contests: To enter, log in to your existing account, or to sign up for a free account, with the social media network site Instagram, (1) post an eligible photo as instructed by Station on the 96.5 KOIT Instagram account (@965koit), subject to compliance with the photo requirements in Section 11(h) (ii) below, and (2) include the unique hashtag, #TSO965 for the Contest, as designated and announced by the Station. Entrants must post a photo showing their TSO pride, EX: SIGNS ENTRANT MADE, PICS FROM LAST YEAR, ETC. Posts that include any hashtag other than the designated hashtag, and/or posts that do include the designated hashtag for the Contest, will not be accepted for Contest entry.
- d. In the event of a dispute regarding the identity of an Online, Social Media, Text, or App Contest Entrant, the Entrant will be the one (1) individual who can demonstrate control over the means by which the Entry was submitted to the Station, as applicable: (i) by logging into an applicable Listener Club, Facebook, Twitter, and/or Instagram account with the correct user name and password; or (ii) by evidencing ownership of the phone and/or phone number either from which the Entrant's text entry was sent or on which the App is installed and registered to such Entrant.

- e. For any Contest specifically requiring for Entrants to submit a photograph as part of the entry process, the terms "Photograph", "Photo", and/or "Image" may be used interchangeably, and may include, but will not be limited to the inclusion of, any image that may be produced by an analog or digital camera, an optical image scanner (or simply, "scanner"), a "screen dump," "screen capture," "screenshot," or "screengrab," and/or the digital manipulation of one or multiple photographs achieved by the use of image editing software. Photo must be uploaded in either the ".jpeg" or ".jpg" file format (no other formats will be accepted). **THE ENTRANT MUST BE VISIBLE IN THE PHOTO. NO OTHER PERSON MAY BE DEPICTED IN SUCH PHOTO** no matter how far away or obscure; provided, however, that Station reserves the right to accept Photos that have parts of other people visible that Station deems at its sole discretion is not material to the Photo and such persons are completely indistinguishable (e.g., a leg or finger). Further Station's decision in this matter is final and not appealable and Station is not obligated to treat every Photo identically (e.g., Station may decide that in one photo a leg is not material, but that a leg is in another photo). Any Photo with any other person(s) depicted in it will be ineligible and disqualified, except as otherwise permitted in this subsection.
- f. For any Contest specifically requiring for Entrants to submit a video as part of Entry process, **ONLY THE ENTRANT MAY BE CAPTURED IN THE VIDEO. NO OTHER PERSON'S IMAGE, VOICE OR TALENT CAN BE CAPTURED IN THE VIDEO** (no matter how far away, obscure, or otherwise). Any video with any other person(s) or more than one person captured in it will be ineligible, and will be disqualified. 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, the Contest. Entrants should not rely on streamed broadcasts and are encouraged to listen to the Station on-air versus online. The Station is not responsible for any disadvantages or losses that result from online streaming delays of any nature, nor is station otherwise responsible for any delays in online streaming.
- g. Only one (1) entry per person is permitted. There will be up to a total of One (1) winner selected in the Contest.
- h. All online entries must be received by the end of the Entry Period.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of California Eighteen (18) years of age or older, and who reside in one (1) of the nine (9) counties that make up the Greater San Francisco / Bay Area (San Francisco, Santa Clara, Alameda, Contra Costa, Marin, San Mateo, Solano, Napa, and Sonoma Counties). Void where prohibited or restricted by law.

- b. The following individuals are NOT eligible to enter Station contests, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. Unless the Station otherwise specifies, in its own discretion, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the last thirty (30) days are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the last ninety (90) days are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the last six months are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the last twelve (12) months are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners. As stated above, the Station, in its sole discretion, may allow persons who have previously won a prize to be eligible to win another prize without any time restrictions.
- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. 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.
- f. This Contest 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.

3. PRIZES

- a. One (1) prize will be awarded. The prize is: two (2) Front Row tickets to Trans-Siberian Orchestra on November 28, 2018 at 7:30pm at Oracle Arena in Oakland. The Approximate Retail Value ("ARV") of the prize(s) is \$140.00.
- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prizewinner(s). Prizes are not

transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter, or performer actions. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station/judges are final.

- c. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. One (1) prize winner will be selected in the Contest during the following periods of time ("Drawing Periods")
- c. One (1) prize winner will be selected on Friday, November 23, 2018 at approximately 12:00PM PST in a random drawing of all eligible photo entries posted on the 96.5 KOIT Instagram account.
- d. Odds of winning depend upon the number of eligible online entries received.
- e. Entries are specific to each designated Drawing Period and will not be included in subsequent drawings.
- f. One (1) winner will be randomly selected by our online system and contacted immediately after being selected. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.
- g. Winners do not need to listen to the Station to win and do not need to be present to win. All prizes may be picked up at the office of the Station at: 201 Third Street, Suite #1200, San Francisco, CA 94103 between regular business hours of 9:00a.m. and 5:00p.m. If a winner chooses to have a prize shipped, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.

- h. Potential winner(s) will be notified of winning by telephone at the time of the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the 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 Station or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

5. CONDITIONS

- a. 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 Contest Administrator's computer or telephone system is the official time keeping device for this Contest. 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 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 Contest. Failure to comply with the rules of the Contest 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 Contest, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.
- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest,

- including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: 997now.COM within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest 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.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
 - d. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.
 - e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release,

forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.

- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, 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, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner's 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 Contest cannot be conducted and/or if a prize, either in whole or in part, 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.
- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Salt Lake City, Utah; (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. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

6. PRIVACY

- a. By participating in the Contest, 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: koit.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.

7. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: KOIT.COM in person at the Station 201 Third Street, Suite #1200, San Francisco, CA 94103 during regular business hours 8:00a.m. to 5:00p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- b. For a list of winners', mail a request and a self-addressed stamped envelope to 201 Third Street, Suite #1200, San Francisco, CA 94103, identifying 2018 Winners' List for 96.5 KOIT Trans-Siberian Orchestra Online Photo Contest.