

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.

KNCI FIRST RESPONDER FACE-OFF 9.20

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: KNCI, 280 Commerce Circle, Sacramento, CA 95815

Contest Sponsor: MCA Records, 70 Universal City Plaza North Hollywood, CA 91602

1. HOW TO ENTER

- a. These rules govern the WEB: FIRST RESPONDER FACE-OFF 9.20 ("Contest"), which is being conducted by KNCI ("Station"). The Contest begins on Monday, September 20, 2021 and ends on Monday, September 27, 2021 ("Contest Dates"). Entrants may enter via online only.
- b. To nominate a First Responder Agency for entry in the contest, entrant may enter online beginning on Monday, September 20, 2021 at 7AM PST and ending on Monday, September 27, 2021 at 5PM PST ("Entry Period") as follows:
  - i. To enter online, visit KNCIFM.com and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period outlined above. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Only one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator.
  - ii. Nominators must answer the following two (2) questions about the First Responder Agency to be considered in the Contest:
    1. Name of your first responder?
    2. Why should your First Responder agency win the acoustic performance by Jordan Davis?

- c. 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.
- d. Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process, but membership/participation is not required to enter the contest.
- e. The Contest Sponsor and/or Station may discard any Submission that it deems suspicious, objectionable or in poor taste, as determined by the Contest Sponsor and Station in their sole discretion.
- f. Only one (1) entry per person is permitted regardless of the method of entry. There will be up to a total of ONE (1) team winner(s) selected in the Contest.
- g. 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 the Sacramento Metropolitan area as defined by Nielsen; this includes Yolo, Sacramento, Sutter, Nevada, Placer, and El Dorado Counties. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, 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, 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 thirty (30) days prior to entering the current contest are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to entering

the current contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the current contest are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the current contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.

- d. To claim a prize, the winner(s) must have internet access to provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number. 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.
- 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. JUDGING CRITERIA/VOTING PERIOD

- a. A judging panel consisting of the Station employees (“Judges”) will judge each eligible Submission. The Judges will select one (1) Submission from among all eligible Submissions based on the following criteria (“Judging Criteria”): (1) the compelling story told on the entry form, (50%) and (2) evaluation of the role/location of the nomination (50%). Once the Judges select their qualifying winner the winner’s parent or legal guardian will be contacted by the Station to confirm accuracy of all the information provided in the Submission. Once accuracy of the Submission is confirmed, the Student and the Student’s parent or legal guardian must provide consent and a photograph (photograph criteria listed below) of the winner for the Submission to be eligible to receive the weekly qualifying prize and be entered to receive the grand prize at the end of the Contest.
  - i. Photographs must contain only a picture of the Student. Each photograph, in its entirety, must be a single work of original material taken of the Student by permission of the Student and the Student’s parent or legal guardian. By entering the Contest, the parent or legal guardian of the Student represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the parent or legal guardian, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or

intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

- ii. ii. The Student must be fully dressed in the photograph and the photograph must not contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
- b. b. Starting on May 1, 2020 at 6:00 a.m. (PT) and running through May 31, 2020 at 3:00 p.m. (PT), the general public will vote for their favorite Submission (“Voting Period”). Each person will be able to vote for one (1) Submission each day during the Voting Period. The Submission that receives the highest number of votes at the end of the Voting Period will win the grand prize.

#### 4. TIE BREAKER

- a. In the event of a tie for any prize, the tie breaker will be determined from among all tied potential winners by the Station. The Station, at its sole discretion, shall make the final decision to resolve any tie.

#### 5. PRIZES

- a. TBD number of team qualifying prize(s) will be awarded. Each qualifying prize consists of ONE (1) nomination spot on KNCIFM.com for listeners to go to and vote for their agency team between Thursday September 23, 2021 at approximately 12AM PST – Monday, September 27, 2021 at approximately 5PM PST. The Approximate Retail Value (“ARV”) of the prize(s) is \$0.01. Transportation costs are excluded in the given price. 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 is valid only on the date(s) printed on the prize, and they are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. 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 Station or Contest Administrator or Sponsor, 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, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related event(s).
- b. ONE (1) team grand prize(s) will be awarded in the Contest. The grand prize consists of up to TWENTY (20) spots for your team of first responders into an exclusive acoustic set performance by Jordan Davis at your team’s location [TBD] on Friday, October 1, 2021 at approximately 2PM PST – 3PM PST. The

- ARV of the grand prize is \$0.01. Transportation costs are excluded in the given price. Any difference between stated value and actual value will not be awarded. Certain restrictions may apply and is subject to hotel availability. Advanced reservations are required. The winner's guests must be either eighteen (18) years of age or older or must be accompanied by a parent/legal guardian who is eighteen (18) years of age or older. Any difference between stated value and actual value will not be awarded. Prize(s) is subject to availability. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, and tips, are the responsibility of the winner(s). If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. The winner(s) and guest(s) must sign an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms. 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 Contest Administrator or Sponsor, 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). 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.
- c. 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/prize cancellations as a result of weather, or 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 are final.
  - d. All prizes are awarded "as is" and the station does not make (and is not responsible for) any representations, guarantees, or warranties of any kind, express or implied, in fact or in law, relating to any prize (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), and all such warranties are hereby disclaimed.
  - e. 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.

## 6. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. ONE (1) team prizewinner(s) will be selected in the Contest during the following periods of time (“Drawing Periods”)
  - ONE (1) team prize winner will be selected on Monday, September 27, 2021 at approximately 5PM PST in a random drawing of all eligible online entries received between 7AM PST Monday, September 20, 2021 and 5PM on Monday, September 27, 2021.
- c. Odds of winning depend upon the number of eligible online entries received during the applicable Drawing Period.
- d. Entries are specific to each designated Drawing Period and will not be included in subsequent drawings.
- e. All prizes must be picked up or claimed within THIRTY (30) days of winning, as directed by the Station, including in-person, if public health conditions permit, at the office of the Station located at 280 Commerce Circle, Sacramento 95815 between regular business hours of 8:30 a.m.PST 5:30 p.m. PST, Monday through Friday. If public health conditions do not permit a Winner to claim the prize in person within THIRTY (30) days, the Station will coordinate with the Winner to confirm Winner’s identity remotely and to deliver the prize by mail or other means of delivery. If a Winner has 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.
- f. 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.

## 7. CONDITIONS

- a. Effective immediately, KNCI Promotions Department is temporarily closed for prize pick up until further notice to limit the spread of COVID-19. Please check back to this page and keep tuning into KNCI for further updates, and follow our social media accounts on Twitter, Facebook, and Instagram for the latest.
- b. 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 multiple entries 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.
- c. 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: KNCIFM.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.
- d. 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.
  - e. 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.
  - f. 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.

- g. 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.
- h. 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 Sacramento, California; (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.

## 8. 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: [KNCIFM.com](http://KNCIFM.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. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies

## 9. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(e), only one (1) entry per person. Any attempt by any one or more entrants to obtain more than one entry by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: KNCIFM.com, in person at the Station 280 Commerce Circle, Sacramento, CA, 95815, during regular business hours 8:30 a.m. to 5:30 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- c. For a list of winners', mail a request and a self-addressed stamped envelope to 280 Commerce Circle, Sacramento, CA, 95815, identifying "2021 Winners" List for WEB: FIRST RESPONDER FACE-OFF 9.20. All requests for winner lists must be mailed and received by the Station no later than December 27, 2021.