



**2014 The Mighty 1090 Rapid-San Diego Metropolitan Transit System Aztec ("Contest")
Official Giveaway Rules 10/6/2014**

No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. All federal, state, and local regulations apply. The Contest is sponsored by San Diego's Sports Leader The Mighty 1090 (XPRS-AM) (the "Station"), Rapid-San Diego Metropolitan Transit System (Collectively the "Sponsors").

1. **HOW TO ENTER:** Starting, Monday, October 6th, 2014, San Diego's Sports Leader The Mighty 1090 (XPRS-AM) (the "Station"), listeners will get access to the SDSU Football entry page. On that page and ONLY on that page, listeners may submit one entry for the duration of the promotion. Contestants will come from three Radio San Diego stations. All entrants from The Mighty 1090, will be pooled together and a single winner will be chosen at random by a staff member.

The Stations, Sponsors, game provider, insurance provider and prize provider are not responsible for late submissions, server congestion, busy phone line, full mailbox, faulty phone connections, misspelled text messages, incorrect destination number, unidentifiable contact information, etc., which may cause your submission to be voided.

2. **PRIZE:** The Mighty 1090 Rapid-San Diego Metropolitan Transit System Aztec Contest

- **\$100 Gift Certificate to Tilted Kilt Mission Valley**
 - Restrictions may apply
 - \$100 value
- **4 Tickets to SDSU Aztecs Football Game**
 - Future 2014 season game
 - \$116 total value, \$29 each ticket value
- **4-pack of Compass Cards**
 - \$20 total value, \$5 each

Prize may not be traded in and negotiations for a different prize will not be entertained.

3. The staff of San Diego's Sports Leader The Mighty 1090 (XPRS-AM), will make arrangements for winners to receive their prize. Prize Winners will be required to present his/her California State issued ID to claim their prize. Prize is non-transferable and may not be substituted, except that the Stations may, at its sole discretion, substitute prizes of comparable value. All other expenses not specifically mentioned herein (including but not limited to taxes, personal charges, tips, gratuities, deliver charges, any additional costs, etc.) are solely the responsibility of the winners. No responsibility is assumed by "The Company". Winners may be required to come to San Diego's Sports Leader The Mighty 1090 (XPRS-AM), Business Offices on the date specified by the staff of the Stations to present his/her California State issued ID and to claim their prize. The prize is expressly limited to the item set forth herein and does not include taxes, gratuities or any other expenses unless otherwise set forth in these rules. Other restrictions may apply.

4. **ELIGIBILITY RESTRICTIONS:** Giveaway is offered only to residents of San Diego, Imperial, Orange and Riverside Counties, who are 21 years of age or older at the time of entry. Only one winner per household. Winner will be chosen by the staff of San Diego's Sports Leader The Mighty 1090 (XPRS-AM), KPRI 102.1, and 105.7 MAX FM. Employees of San Diego's Sports Leader The Mighty 1090 (XPRS-AM), KPRI 102.1, 105.7 MAX FM, its parent, subsidiary, and affiliated companies, and its advertising or promotional agencies (collectively, the "Giveaway Entities"), and the immediate families or members of the same households of such individuals are not eligible. This "Giveaway" is not open to other San Diego County Radio/TV station employees, or their immediate families, agencies and representatives. The term "immediate family members" include spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Giveaway or reproduce or distribute any portion of these rules to their members. Proof of age, identity, and eligibility must be furnished to the Station upon request. All entry form information must be complete and accurate. The Stations will not award a prize to anyone not meeting eligibility requirements at the time of entry. Winners of a major Station Giveaway (any Giveaway with prizes valued over \$599) within the past six months are not eligible. 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 Stations will disqualify any entry from individuals who do not meet the eligibility requirements. The Stations reserves the right to disqualify any entrant if these Giveaway rules are not followed. Military Exemption Clause: In the case of Active Military (United States Armed Forces) employees, who are based in San Diego, Imperial, Orange or Riverside Counties but do not claim San Diego, Imperial, Orange or Riverside County as their official residence on their Federal/State IRS Tax Forms are exempt from the California Residency clause. Active Military based in San Diego, Imperial, Orange or Riverside Counties do not need to be a legal resident of California, however they must be based in California under their US Armed Forces orders with the expectation that they will remain in California for at least 6 more months.

5. **ADDITIONAL TERMS AND CONDITIONS:** Winner(s) will be required to waive any and all claims against San Diego's Sports Leader The Mighty 1090 (XPRS-AM), KPRI 102.1, 105.7 MAX FM, its affiliates, employees, agents, and representatives for personal injury or loss which may occur from the participation in this Giveaway or from the receipt or use of any prize. By participating in this Giveaway, entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Giveaway 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 Giveaway, 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 Giveaway-related or prize-related activity. By entering the Giveaway or by winning, entrants grant to the Giveaway Entities the right to publicize the participant's name, photograph, image, video, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law. Winner(s) must execute any required affidavit of eligibility and liability and publicity release within two weeks of winning. The Station retain the discretion to make all decisions regarding the interpretation and application of these rules. All decisions of the Stations are final and discretionary. In the event the selected winner(s) are/is ineligible or refuse(s) the prize or in the event the prize is forfeited for any other reason, the prize will be forfeited and revert back to the Stations. The laws of the State of California shall govern this Giveaway, without regard to California's choice of law rules. The courts of California shall be the exclusive forum for any dispute relating to these Rules and/or this Giveaway. All participants and winners agree, by their participation in the Giveaway, to submit to the personal jurisdiction of the courts of California. Prize(s) may be considered income, and any and all taxes associated with prizes are responsibility of winner. Payments of all federal, state and local taxes are solely the responsibility of the winners. 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 Stations in a calendar year with an aggregate value of \$599 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Giveaway 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 Contest 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—this includes, but is 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 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 Sweepstakes, 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 television or radio signals to all or limited geographic areas during the playing of the Giveaway 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 contestants' ISP, DSL, or cable modem 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 an entry; (2) typographical or other errors in the printing, the offering or the administration of the Giveaway, or in the announcement of a prize or any other materials relating to the Giveaway; (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 Giveaway 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 Giveaway or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Sponsor reserves the right to suspend, terminate, modify, or continue the Giveaway, in its sole discretion. Giveaway Entities make no warranty, guarantee, or representation of any kind concerning any prize, and Giveaway Entities specifically DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

6. **OFFICIAL RULES AND LIST OF WINNERS:** To receive a copy of these official Giveaway Rules, visit San Diego's Sports Leader The Mighty 1090 (XPRS-AM) or send an SASE to, 6160 Cornerstone Ct. East, Suite 100, San Diego, CA. 92121. Official rules supersede all other published editions. The Station reserves the right to change, alter, or amend these Giveaway rules as necessary, in their sole discretion, to ensure the fair administration of the Giveaway or to comply with applicable law. A list of winners' names is available at the Station, "San Diego's Sports Leader The Mighty 1090 Rapid-San Diego Metropolitan Transit System Aztec Contest", 6160 Cornerstone Ct. East, Suite 100, San Diego, CA. 92121, provided you send an SASE after November 9, 2014.