

**OFFICIAL RULES**  
**FOR SUMMIT MEDIA RADIO CONTEST**  
**KFXJ Diving Deep Los Cabos Cantina Gift Cards 9.6-11.26.21**

The following are the official rules of Summit Media, LLC (“Sponsor”) for the **KFXJ Diving Deep Los Cabos Cantina Gift Cards 9.6-11.26.21** contest (“Contest”). By participating, each participant agrees as follows:

**1. NO PURCHASE IS NECESSARY.** Void where prohibited by law. All federal, state, and local regulations apply.

**2. ELIGIBILITY.** This Contest is open only to legal U.S. residents age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the KFXJ FM listening area. Individuals age 13 to 17 may be eligible to participate in Contests with the approval of a parent or legal guardian, provided that the parent or legal guardian is a legal U.S. resident at least 18 years of age at the time of entry with a valid Social Security number and resides in the sponsoring Summit Media radio station’s listening area, but Sponsor reserves the right to refuse to award certain prizes to or on behalf of any minor. Employees of Summit Media, its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Summit Media radio station’s listening area, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. An individual who has won more than \$500 in a Summit Media Contest or Sweepstakes in a particular calendar quarter is not eligible to participate in another Summit Media Contest or Sweepstakes in that quarter unless otherwise specifically stated. Entrants may not use an assumed name or alias (other than a screen name where a contest involves use of a social media site). The Contest is subject to all applicable federal, state and local laws and regulations. Participation in the Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest.

**3. CONTEST PERIOD.** The Contest will Tuesday September 7, 2021 12pm CT and end Friday November 26, 2021 1pm CT. Sponsor’s office computer is the official time keeping device for the Contest.

**4. CONTEST AND HOW TO ENTER.**

Listen to KFXJ-FM between 12pm – 1pm daily during the Diving Deep feature. Caller #10 at the DJ solicit will win the feature prize. Contest happens daily M-F in the 12pm CT hour.

b. For contests conducted on-air that allow telephone entry, at the time of their call, entrants must provide all requested information, including, their first name and last name, complete address, city, state, zip code, email address, telephone number, and date of birth. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Promoter. The contest administrator’s telephone system is the official time keeping device for the Contest. Telephone responses to “cues to call” are only official when heard on-air via Sponsor.

**5. TELEPHONE AND DELIVERY DISCLAIMER.** Participants are restricted to the use of ordinary telephone equipment. Participants that enable the “Caller ID” block function will not be

allowed to participate unless they enter their correct area code and telephone number. The Sponsor disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Sponsor is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. Due to the time delay that exists between a Summit Media radio station's over-the-air signal and its online webcast, listeners who listen to a Summit Media radio station online may hear Contest information or a cue to call later than listeners listening to the station's over-the-air signal. As a result, the odds of an online listener winning a Contest may be diminished.

**6. WINNER SELECTION AND ODDS OF WINNING.** At the time of the DJ solicit on-air, the 10<sup>th</sup> caller will be selected to read their song list and win the prize. If the Contest requires Entrant to answer trivia, provide information or otherwise perform in some manner to participate and qualify to win, the decisions of Sponsor and/or the other judges will be final as to all matters including the accuracy and/or completeness of the answer, as well as the quality of the information or other performance. Odds of winning a Contest prize depend on a number of factors, including, but not limited to, the number of eligible entries received by Sponsor during the Contest Period and the number of listeners participating at any given time. The winning entrant will be contacted using the email address and/or telephone number provided with the entry and will be awarded the prize subject to verification of eligibility and compliance with the terms of these rules or the specific Contest rules. Sponsor's decisions as to the administration and operation of Contests and the selection of potential winners are final and binding in all matters related to the Contest. Any protest in the conducting of the contest, the selection of the winners, or the awarding of prizes must be made within three days of the conclusion of the contest; the resolution of any protest shall be in the sole discretion of Sponsor, whose decision shall be considered final.

**7. NOTIFICATION AND VERIFICATION OF POTENTIAL WINNER.** POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules and/or the Office Rules of the specific Contest, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email and/or telephone call, after the date the Contest concludes. Failure to respond to the initial verification contact within three (3) days of notification may result in disqualification. The potential winner will be required to come in person to Sponsor's local office at 4200 N Old. Lawrence Rd. Wichita, KS 67219 by a specific date during normal business hours, Monday through Friday, to provide proof of identity, execute an affidavit of eligibility, a liability/publicity release (except where prohibited), and a W-9 IRS Form, in order to claim his/her prize. A winner who executes these documents within the required time period will be deemed to have accepted the prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to provide the affidavit of eligibility and/or the liability/publicity release within the required time period, or if the prize or prize notification is returned as undeliverable, potential winner forfeits the prize. In the event that the potential winner of a Contest prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all

remaining eligible entries, or other means chosen by the Sponsor and indicated in the particular contest rules.

## **8. PRIZES.**

Prize is (1) \$25 Los Cabos Cantina & Grill gift card. ARV = \$25.00

Winner is responsible for all taxes associated with prize receipt and/or use. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

For prizes that involve travel, winner agrees to accept all blackout dates, space availability limitations, etc. established by Sponsor's prize provider(s), such as those regarding hotels, airlines, railroads and ships. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of Prize will not be awarded and is specified in these Official Contest Rules. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Selection of airline and hotel are solely within Sponsor's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner and guest. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Additional prize award details and travel information to be provided to the prizewinner at the time of notification. Travel for the trip awarded must take place on and/or within the designated dates and is subject to schedule and availability, alternative travel dates will not be provided. If the prizewinner(s) is unavailable for travel on the designated dates, the specified or prize will be forfeited and may or may not be awarded to an alternate prizewinner(s) at the sole discretion of the Sponsor. Exact travel dates and arrangements may be subject to availability whether specified or not. Winner and travel guest must travel on same itinerary. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned herein are the sole responsibility of the prize winner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Sponsor shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. Trips are non-transferable and no substitution will be made except as provided at the Sponsor's or prize provider's sole discretion. If the trip requires traveling outside of the U.S., the winner must have a valid U.S. passport, and if winner does not have a passport at the time of travel, the trip prize may be forfeited. If the winner is eligible, but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A MINOR (DETERMINED BY THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE) MAY ONLY ACCOMPANY THE WINNER AS A TRAVEL GUEST IF THE WINNER IS THE MINOR'S PARENT OR LEGAL GUARDIAN. ALL MINORS MUST BE ACCOMPANIED AT ALL TIMES DURING TRIP (INCLUDING, BUT NOT LIMITED TO, IN-FLIGHT, HOTEL STAY AND ALL PRIZE-RELATED EVENTS) BY MINOR'S PARENT OR LEGAL GUARDIAN. In taking any trip as a prize from Sponsor, winner does so entirely on their own initiative, risk and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH

MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

If concerts or other ticketed events have been awarded as a prize and the concert or event is postponed, rained out, cancelled or does not occur for other reasons beyond Sponsor's control, or if prize winner fails to attend the concert or event, Sponsor will not be responsible for replacing the prize.

If promotional cards are awarded as a prize, the promotional cards shall include and herein be referenced as "promotional card(s)" collectively to any prefunded bank card, a gift card, an electronic gift card, stored-value card or certificate, a store card, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. Promotional cards are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. The promotional cards are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the promotional card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the promotional card. The promotional card cannot be redeemed for the purchase of other promotional cards. Except as required by law, the promotional card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any promotional card is lost, stolen, destroyed or used without permission. If the promotional card is lost or stolen, it will not be replaced.

If winner requests that a prize be mailed to him/her, and Sponsor agrees to do so, winner agrees that Sponsor will send the prize by U.S. Postal Service, and that Sponsor is not responsible for lost, stolen, or misdirected mail, and that the prize will not be replaced if it is not received by winner.

ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR 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.

**9. ENTRY CONDITIONS AND RELEASE.** By entering the Contest, each participant agrees to: (a) comply with and be bound by these Official Rules, the Office Rules of the Contest, and the decisions of Sponsor, which are binding and final in all matters relating to the Contest; (b) release and hold harmless Sponsor, Summit Media, and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and

against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

**10. PUBLICITY.** Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law. Each contest participant acknowledges and agrees that any telephone calls placed to the Station's contest line may be broadcast live on the Station, and also may be recorded for use on-air at a later time. Winners may be required to sign a separate publicity waiver and/or release upon collecting a prize.

**11. CONSUMER CREATED CONTENT.** If the entry for the Contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Sponsor or its Contest partners under any fiduciary or other obligation, that Sponsor is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, Sponsor and its contest sponsors do not waive any rights to use similar or related ideas previously known to Sponsor or its partners, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, or, to the extent that any third party ownership rights exist, you have obtained all necessary licenses and/or clearances to use such third party content, and (4) you are hereby granting Sponsor a perpetual, worldwide, nonexclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

All Content submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must comply with these Official General Rules, the rules of the specific contest, and any Terms of Service on the Sponsor website;
- Content must be uploaded/submitted in the format specified and must comply with the posting requirements set forth above and as posted on the Sponsor website;
- The Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language;
- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be offensive, endorse any form of hate or hate group;

- Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about the Sponsor, the station, any of their respective products and/or services, or about any other people, products or companies;
- Content cannot infringe on or violate any copyright, patent, trademark, trade secret, trade dress, right of publicity, or other intellectual property, proprietary, or contractual right of a third party and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses or street addresses, other than entrant's;
- Content cannot advertise or promote any brand or product of any kind, without permission;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant, except copyrighted materials owned by Sponsor, is grounds for disqualification from the Contest. Therefore, do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Sponsor and Contest Entities);
- Content shall not include any background artwork, unless it is an original work of the entrant (any artwork, murals, etc. that can be seen in the Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein);
- The Content cannot be abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Content cannot depict, and cannot itself, be in violation of any law; and
- The Content must be socially acceptable and in good taste, as determined by the station in the station's sole discretion.

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF THE SPONSOR. The Sponsor reserves the right to reject any Content, in its sole discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by the Sponsor and/or station for airing advertising. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Contest Content requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Entry Period, to request that any entrant resubmit his or her Content which fails to comply with the Content requirements prior to any

judging period. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WAS NOT EDITED BY SPONSOR AND IS THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DOES NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. If you think that any Content infringes your intellectual property rights, contact us by mail at DMCA Designated Agent, Summit Media LLC, 2700 Corporate Drive #115, Birmingham, AL 35242 or by email to dmca@summitmediacorp.com.

**12. TAXES.** All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded in the Contest become the sole responsibility of the winner. Winners will be required to fill out and return an IRS W-9 tax form. Valuation of prizes may be based on information given to Sponsor by the provider of the prize. All those who win a prize or prizes over a certain threshold value in any given year may be issued an IRS Form 1099 to report their winnings.

**13. GENERAL CONDITIONS.** Sponsor may cancel the Contest or any part of the Contest, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner, or to be acting in violation of any federal, state or local law. Any attempt by any person to deliberately undermine the legitimate operation of a Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek legal remedies including damages from any such person to the fullest extent permitted by law. Sponsor may, in its sole discretion, waive or change any of these Official Rules in a particular case, but will advise the public of such waiver or changes as practicable as possible after they are made.

**14. LIMITATIONS OF LIABILITY.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**15. DISPUTES.** Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The

arbitrator shall apply the law of the state of the sponsoring station, consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

If for any reason arbitration is not legal or available, then entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the entrant's Summit Media radio station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the entrant's Summit Media radio station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the entrant's Summit Media radio station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the entrant's Summit Media radio station is located.

**16. ENTRANT'S PERSONAL INFORMATION.** Information collected from entrants via the Internet, including the Summit website or Internet applications, is subject to Sponsor's Privacy Policy, which is available on every Summit Media radio station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion. Sponsor is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay



in operation or transmission, communications line failure, theft or destruction or unauthorized access to a Summit Media radio station website.

To the extent the Contest involves use of a 3<sup>rd</sup> party website, application or platform, individuals should be aware that the third party's Privacy Policy may apply as well. Summit claims no responsibility for the actions of any such third party in the collection or use of your information. Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Contest, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.

**17. CONSTRUCTION.** The invalidity or enforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

**18. LIST OF WINNERS/COPY OF RULES.** A copy of the Official Rules of the Contest, or list of the winners of the Contest may be obtained requesting a copy and sending a self-addressed stamped envelope to the Sponsor address identified below. A list of winners will be made available 30 days after the conclusion of the Contest.

**SUMMIT MEDIA, LLC, 4200 N Old Lawrence Rd. Wichita, KS 67219**