

## Big Backyard Box Sweepstakes OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

### 1. PROMOTION DATES

These rules (the “Official Rules”) govern the Big Backyard Box Sweepstakes (“Promotion”), which will begin on **May 4, 2020 at approximately 9 a.m. Mountain Time (“MT”) and end on June 15, 2020 at approximately 12pm MT.**

### 2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all legal U.S. residents who are 18 years of age or older at the time of entry and who live in the Boise Designated Market Area, as that term is defined by The Nielsen Company (the “Promotion Area”). Employees of Lotus Boise Corp. (the “Promoter”), d/b/a KRVB/94.9 The River, KTHI/107.1 KHITS, and KJOT/J105.1 (each, a “Station” and collectively the “Stations”), Basalite Concrete Products, CHF Home Furnishings, Victory Greens, Capital Cleaning, The Lifetime Store, Butte Fence, Apple Plumbing, Archaic Concrete, their parents, subsidiaries, and affiliated entities, the Promotion sponsors, advertising agencies, and promotion agencies, any other third party involved in the development or administration of the Promotion, other broadcasting stations in the Promotion Area, and the members of those individuals’ immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. Void outside the United States and outside the Promotion Area.

b. Individuals are not eligible if they have won a Promoter contest or promotion within the 30 days prior to the start of the Promotion Period, including all contests or promotions conducted by KRVB/94.9 The River, KTHI/107.1 KHITS, and KJOT/J105.1.

c. Entrants are required to provide truthful information, and Promoter will reject and delete any entry that it discovers to be false or fraudulent. Promoter will disqualify any entry from individuals who do not meet the eligibility requirements if discovered by Promoter.

### 3. ENTRY

You may participate in the Promotion via the following methods:

a. **VIA ON-AIR** – The on-air portion of the Promotion will be available on the Stations weekdays beginning on or about May 11, 2020 and ending on or about June 15, 2020. Upon hearing the cue to call, the correct caller number (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line will be named a qualifier (“Qualifier”) for the Big Backyard Box Grand Prize Drawing, which will be held the morning of June 15, 2020, with the winning Qualifier announced on-air. On-air Qualifiers will be notified of their status at the time of their phone call. 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. If the selected caller is

disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will be deemed a Qualifier. There is no limit to the number of times a listener may attempt to call in to qualify, but a listener may be a Qualifier only once. Promoter reserves the right to delay the announcement of the cue to call if breaking news or other unanticipated events prevent the cue to call announcement from occurring as scheduled. If such changes occur, they will be posted on the Station's website.

b. **VIA REMOTES** – The Promotion will also be offered at Station remote events (each, a "Remote"). To participate in the Promotion at a Remote, accurately complete the entry form (available while supplies last) and place it in the entry box at the Remote. For the dates, times, and locations of Remotes, visit the Station websites. All Remote entries must be original and hand-written and be submitted on the official entry form. Limit one entry per person per Remote. Individuals who are discovered to have placed multiple entries into an entry box at a Remote will be deemed ineligible.

#### 4. CONDITIONS APPLICABLE TO ALL ENTRIES

a. Entries submitted will not be acknowledged or returned and will be the property of Promoter. Use of any device to automate entry is prohibited. All entry information must be accurate. Proof of submission of an entry will not be deemed proof of receipt by Promoter. The Promotion administrator's computer is the official time keeping device for the Promotion.

b. There will be a total of up to 100 Qualifiers. Limit one Qualifier per immediate family and household, and each person may claim no more than one Qualifier position. If it is discovered that Qualifiers live in the same household, the last to qualify will be disqualified.

#### 5. QUALIFIER AND WINNER SELECTION AND NOTIFICATION

a. On-air Qualifiers will be selected and notified as set forth above, and odds of being named an on-air Qualifier depend upon the number and order of calls received.

b. Promoter will select five Qualifiers by random drawing from among the eligible entries received at each Remote. Odds of being chosen as a Qualifier via a Remote depend on the number of eligible entries for that Remote. Remote entries will not carry over from one Remote to the next. You must be present at the Remote to enter, but you need not be present at the Remote when the Qualifiers are announced. Promoter will attempt to contact potential Qualifiers by telephone, and potential Qualifier must respond within 24 hours of initial notification attempt.

c. Each potential Qualifier may be required, in Promoter's sole discretion, to complete and return an Affidavit of Eligibility, a scan or photo of legal ID, Release of Liability and/or a Publicity Release before being allowed to participate in the Grand Prize selection event at the Event. If required, all forms must be completed and returned prior to the Grand Prize selection portion of the Event. Noncompliance within this time period, failure to comply with the Official Rules (including eligibility requirements), failure to respond within 24 hours of initial notification attempt (for potential Remote and Connections Credit Union Qualifiers), or within 10 minutes of announcement of potential Qualifier status (for potential Event Qualifiers), may result in disqualification and forfeiture of opportunity to receive Grand Prize. If a potential Remote, Event, or Connections Credit Union Qualifier is disqualified, Promoter may, at its discretion, choose a replacement Qualifier by random drawing from remaining eligible, non-

winning entries for that drawing. All decisions of Promoter management with respect to the Promotion are final.

d. Qualifiers need not be present during the Grand Prize Drawing in order to win. Odds of winning the Grand Prize are no more than 1 in 100.

d. If the Grand Prize winner has not already completed and returned an Affidavit of Eligibility, a scan or photo of legal ID, Release of Liability and/or a Publicity Release, Grand Prize winner may be required to do so prior to receipt of Grand Prize. If Grand Prize winner fails to do so by the deadline established by Promoter or fails to comply with the Official Rules (including eligibility requirements), winner will be disqualified, the Grand Prize will be forfeited, and the Grand Prize may, at Promoter's discretion, be awarded to another qualifier who will be selected in a second random drawing from qualifying entries. Properly claimed prize will be awarded, but in no event will Promoter award more prizes than are provided for in these Official Rules.

## 5. GRAND PRIZE

a. There is one Grand Prize. The Grand Prize consists of \$1,000 gift certificates from each of the following nine prize providers: Basalite Concrete Products, CHF Home Furnishings, Victory Greens, Capital Cleaning, The Lifetime Store, Butte Fence, Apple Plumbing, Archaic Concrete, plus a \$1000 check provided by Lotus Boise Radio. The total value of the Grand Prize is \$10,000, although winner may choose to decline any of the gift cards. There are no prizes for the Qualifiers. All prizes provided for promotional purposes.

b. There is no substitution, transfer, or cash equivalent for prize, except that Promoter may, at its sole discretion, substitute prize of comparable value or cash. The prize is expressly limited to the items listed above and do not include taxes, gratuities, or any other expenses. Promoter is not responsible for winner's limitations that prevent acceptance, use, or nonuse of prize. Entrants acknowledge that the Released Parties, as defined herein, have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning the prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law.

c. Any gift cards are subject to the terms and conditions as set forth by the issuer of the certificate or coupon. Such gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will such gift cards be replaced if unused, lost, stolen, or damaged.

## 6. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner. Winner will be required to complete and submit an IRS Form W-9 or the equivalent including the winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by Promoter in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of the prize constitutes each Qualifier's permission for the Promoter or its agents to photograph, film, record that Qualifier and to use his or her name, city, state, voice, or likeness, and any statements made by him or her regarding the Promotion or its Promoter or Prize Providers for purposes of trade, publicity or promotion in connection with the Promotion without additional financial or other compensation, and to sign a publicity release confirming such consent prior to acceptance of the prize.

c. By entering, participating and/or accepting the prize in the Promotion, each entrant and Qualifier agrees not to sue and to release, discharge, indemnify, hold harmless, and absolve the Promoter, Prize Providers, the Promotion sponsors, advertising agencies, and promotion agencies, and any third party involved in the development or administration of the Promotion, and each of their respective parent, subsidiary and affiliated entities and the officers, shareholders, directors, employees, agents, and representatives and the successors and assigns of each of them (the "Released Parties") from and against any and all claims, demands, actions, suits, losses, expenses, costs, damages, and liabilities including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses arising directly or indirectly from the prize or participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

d. Promoter, in its sole discretion, reserves the right to disqualify any person (and all of that person's entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or is otherwise in violation of the Official Rules or direction of Promoter. If a dispute arises regarding compliance with these Official Rules, Promoter may consider, in its sole discretion, data reasonably available to Promoter through information technology systems in Promoter's control, but Promoter will not be obligated to consider any data or other information collected from any other source. Promoter's failure to enforce any term of these Official Rules will not constitute a waiver of this provision. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Promotion, the terms of these Official Rules will govern. If because of circumstances beyond the control of Promoter, the Event is delayed, rescheduled, postponed or cancelled, Promoter reserves the right, but not the obligation, to modify, suspend, or cancel the Event and choose the winner by random drawing from among the on-air, Remote, and Connections Credit Union Qualifiers, and Promoter will announce its action on-air on all of the Stations.

e. For those viewing/listening to the Station stream on the Internet or other non-broadcast means: Please be advised that you may be listening to a delayed stream of the broadcast signal, which may vary depending on your computer's memory capacity and your connection. For that reason, we strongly recommend that you turn on your radio to the Station to participate in this or any other call-in contest to be sure you are participating in "real time." The Stations assume no responsibility for participants not making timely phone calls to a Station as a result of the delays in the method of viewing/listening.

f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals; or any other difficulties that may prevent an individual from entering or participating, or (iii) lost, stolen, mangled, misdelivered, misdirected, illegible, incomplete, incorrect, or

late entries. Further, the Released Parties are not responsible if any part of a promotion prize that cannot be awarded due to acts of God, acts of war, natural disaster, weather, acts of terrorism or other factors beyond the Station's control.

g. EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Promoter in connection with the Promotion will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio. The courts of Ohio in Hamilton County will be the exclusive forum for any dispute relating to these Official Rules and/or this Promotion. All participants and winner agree, by their participation in the Promotion, to submit to the personal jurisdiction of the courts of Ohio in Hamilton County and waive the right to contest jurisdiction.

h. To obtain a copy of the Official Rules or the winner's name following completion of the Promotion, send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winner Name" to Big Backyard Box, KTHI-FM, KRVB-FM, KJOT-FM, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706. A copy of the Official Rules and the winner name (when complete) are also available during regular business hours at the Stations, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706. All such requests must be received within 60 days following completion of the Promotion.

#### 7. SPONSOR/PROMOTER

Lotus Boise Corp., d/b/a KRVB/94.9 The River, KTHI/107.1 KHITS, and KJOT/J105.1, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706.