

Z-92 \$500 Triple Shot

OFFICIAL RULES

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

1. PROMOTION DATES

a. These rules (the “Official Rules”) govern the Z-92 \$500 TRIPLE SHOT CONTEST (“Promotion”) will begin on Monday, October 7th, 2019 at 12:00:00 AM and end on Friday, November 1st, 2019 at 11:59:59 PM CT.

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all legal residents of the United States and the District of Columbia who are 18 years of age or older. Employees of Summit Media, Co., d/b/a KEZO-FM (the “Promoter” or “Station”), its corporate parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, Omaha/Council Bluffs market and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY, and where prohibited.

b. Only one winner per household is permitted to win Promotion.

c. Winner must complete prize sheet and W-9 in order to obtain prize.

d. 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, and Promoter will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children’s Online Privacy Protection Act and as otherwise required by law.

3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

VIA TELEPHONE – Each weekday beginning on Monday, October 7th and ending on Friday, November 1st, listen to The Todd-N-Tyler Radio Empire to hear the Triple Shot Artist of the Day and a specific window in which the Triple Shot will air. Then listen to KEZO-FM between 10:00:00 AM CT and 6:00:00 PM CT, KEZO-FM will air the designated \$500 Triple Shot Sounder and the featured Triple Shot Artist. At the time that the sounder air, caller number ninety-two (92) at 402-938-9200 will be declared the winner. The sounder will air one (1) time each weekday during contesting period. 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. On Thursdays, the promotion will turn into Thousand Dollar Thursdays, with the same rules in place, but the

prize will be increased to an additional \$500 in approximate value between cash and or other prizes making up a Thousand Dollar Value. Caller will choose between a decreasing number of envelopes with each one containing either one of three \$500 prize packs or an additional \$500. 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 Promotion. For purpose of this Promotion, a "Day" shall begin at 12:00:00 a.m. CT and shall end at 11:59:59 p.m. CT.

b. Only per person per household is eligible to win in Promotion.

c. This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook. By submission of an entry, an entrant releases Facebook from any responsibility or liability for the Promotion, the Promotion's administration, prizes, or promotion. You are providing entry information to the Station and not to Facebook.

4. PRIZES

a. There are a total of twenty (20) prizes of \$500 cash to be paid in the form of a check by Summit Media Corp. There will be one additional cash prize of \$500 added on Thousand Dollar Thursdays, and three additional prize packs valued at approximately \$500 as prizes for Thousand Dollar Thursdays.

b. All prizes are awarded as-is. There is no substitution, transfer, or cash equivalent for prizes, except that Promoter may, at its sole discretion, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Promoter is not responsible for winners' 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 any 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. Other restrictions may apply.

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

5. WINNER SELECTION AND NOTIFICATION

a. All decisions of Promoter management with respect to the Promotion are final.

b. Each weekday beginning on Monday, October 7th and ending on Friday, November 1st, between 10:00:00 AM CT and 6:00:00 PM CT, KEZO-FM will air the designated \$500 Triple Shot Sounder. At the time that the sounder airs, caller number ninety-two (92) at 402-938-9200 will be declared the winner. The sounder will air one (1) time each weekday during contesting period. 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 Promotion. There will be a total of twenty (20) winners in the Promotion.

c. The odds of winning are dependent on the number of callers at the time the sounder airs on KEZO-FM

d. Winners need to listen to special sounder to air on KEZO-FM to hear the queue to call.

f. Winner will be notified by the KEZO-FM on-air staff member at the time of the call. Winners (or their parents or legal guardians if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited and an alternate winner may be chosen by selecting caller number ninety-three (93) or any subsequent calls until an eligible winner is found. If a potential winner cannot be contacted, fails to complete, sign and return the required affidavit of eligibility and liability/publicity release within the required time period of thirty days, or if a prize or prize notification is returned as undeliverable, potential winner will be disqualified and will forfeit the prize.

g. The winner will need to come to the radio station located at 10714 Mockingbird Drive, Omaha, NE 68127 weekdays between 8:00 AM and 5:00 PM to fill out appropriate paperwork. The prize check will be mailed to the winner or will be made available for pick up at the station, within 4-6 weeks after paperwork is completed. The winner will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. Prize or prize certificates will not be mailed to the winner without the winner's prior written consent in which the winner shall agree to assume its risk of loss. The Promoter, its sponsor, or promotional partner are not responsible for the safe arrival of a prize or prize certificate.

6. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winners. Winners 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 any prize constitutes each entrant's and winner's (and guest's where applicable) permission for the Promoter or its agents to photograph, film, record that entrant, winner, or guest 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 sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.

c. Prior to awarding any prize or prize certificate and, depending on the nature of the prize and eligibility requirements of the contest, the Promoter in its sole discretion will require verification of Promotion winner's identification by a showing of valid government-issued photo identification. By entering, participating and/or accepting a prize in the Promotion, each entrant, winner, and guest if

applicable, agrees not to sue and to release, discharge, indemnify, hold harmless, and absolve the Station, the Promoter, its sponsors and promotional partners, its advertising and promotion agencies 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. Promoter may require eligible Promotion winners and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winners, guests or travel companions are under the age of majority in their state of residence), to sign a liability release confirming such consent. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize (s) shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Milwaukee, WI; (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"). Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

d. Promoter, in its sole discretion, reserves the right to disqualify any person (and all their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of Promoter's web channel or is otherwise in violation of the Official Rules or direction of Promoter. Promoter further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Promoter's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by Promoter in its sole discretion. Any attempt by an entrant or any person to deliberately damage any Promoter web channel or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, Promoter reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of Promoter, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Promoter reserves the right, but not the obligation, to modify, suspend, or cancel the Promotion and shall not be required to award a substitute prize.

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 dial-up 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 Station assumes no responsibility for contestants not making timely phone calls to the 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, postage due, 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, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize (s) shall be resolved individually, without resort to any form of class action; (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"). Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

h. To obtain a copy of the Official Rules or a list of winners following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winner List" to Z-92 \$500 Triple Shot Contest Winner List or Official Rules Request, KEZO-FM, 10714 Mockingbird Drive, Omaha, NE 68127. A copy of the Official Rules and a list of winners (when complete) are also available during regular business hours at KEZO-FM, 10714 Mockingbird Drive, Omaha, NE 68127. All such requests must be received within thirty (30) days following completion of the Promotion.

7. TERMS OF USE AGREEMENT & PRIVACY POLICY

a. By entering this Promotion, you agree to use of your personal information as described in the Privacy Policy located at: www.z92.com

b. By use of this web channel and by entering this Promotion, you agree to the Promoter's Terms of Use Agreement: www.Z92.com.

Sponsor:

KEZO-FM/Summit Media Corp.
10714 Mockingbird Drive
Omaha, NE 68127