

KFDI Can't Top Tiny Contest

OFFICIAL RULES

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

These rules (the "Official Rules") govern the KFDI Can't Top Tiny Contest ("Promotion") which is played on-air each weekday morning Monday – Friday at approximately 7:50am CT. KFDI Can't Top Tiny will not be played on a holiday if it falls on a weekday. These Official Rules cover the contest for April 3, 2017 – December 31, 2017.

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 within a 50-mile radius of Wichita, KS. Employees of SummitMedia, Inc., d/b/a KFDI-FM (SummitMedia, Inc.) (the "Promoter" or "Station"), its corporate parent, subsidiary, and affiliated entities, of the advertising agencies and participating sponsors/promotional partners associated with this Promotion, other broadcasting stations in the Wichita metropolitan area, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. Void where prohibited.
- b. Limit one prize per person in this Promotion. A winner must wait 30 days before winning another Promoter contest or promotion, including all contests or promotions conducted by SummitMedia, LLC Wichita (KFDI-FM, KICT-FM, KFXJ-FM, KYQQ-FM and KFTI-AM).
- 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. All decisions of Promoters' management with respect to the Promotion are final.

ENTRY

- a. To participate in the Promotion, you may enter via telephone. The telephone entry period begins each morning Monday – Friday at or around 7:05 am CT. Participants must listen for the on-air "call to action" and then dial (316) 436-1013. The Station will collect information from the first 10 callers after the call to action is given. At the time of their call, entrants must provide all requested information, including their first name, last name, phone number and home town.
- b. Use of any device to automate entry is prohibited. Proof of submission of an entry will not be deemed proof of receipt by Promoter. The Promoter's computer is the official time keeping device for the Promotion.

4. CONTESTANT SELECTION AND NOTIFICATION AND PLAYING "CAN'T TOP TINY"

- a. Of the 10 callers from whom information is taken, one will be randomly chosen contestant for the Can't Top Tiny portion of the Promotion (the "Contestant"). At 7:50am Station will call that day's potential Contestant back at the number the potential Contestant provided. If the potential Contestant does not answer the call, is not in compliance with the Official Rules, or does not meet the eligibility requirements, that potential Contestant will be disqualified, and the Station will randomly select a different Contestant from the remaining nine callers for that day.
- b. The Can't Top Tiny promotion will not occur on days when Tiny and/or JJ are not working, such as vacation days or sick days. The Can't Top Tiny portion of the Promotion will proceed as follows. Once the Contestant has been chosen, Station on-air personality Tim "Tiny"

Burger will leave the studio. JJ Hayes, Tiny's on-air partner, will act as the "game show host" and will ask the Contestant five general knowledge questions. Tiny will have no prior knowledge of the five questions to be answered. The Contestant must answer each question within three seconds, and the answers will be recorded. After the Contestant has answered the five questions, Tiny will be brought back into the studio. JJ will then ask Tiny the same five questions, and his answers will also be recorded. He also has three seconds per question to answer each question.

- c. If the Contestant has more right answers than Tiny, the Contestant will win the prize. If Tiny answers more questions correctly, Tiny will win. If there is a tie, Tiny will win. JJ will determine in his sole discretion whether Tiny or a Contestant has answered a question correctly and who has won the Can't Top Tiny portion of the Promotion each weekday.
- d. Promoter reserves the right to delay Promotion announcements, postpone or reschedule a cue to call, and/or modify Promotion deadlines if breaking news, sports coverage or other unanticipated events prevent the call-in portion of the Promotion from occurring as scheduled. If such changes occur, they will be posted on the Station website.
- e. A Can't Top Tiny winner will be asked to fill out and sign a SummitMedia, LLC prize form which includes providing their SSN and a W-9 in order to receive the prize of \$100. Once both documents are on file, a check will be cut and mailed directly to the winner with an arrival time of two to four weeks.

PRIZES

- a. Winner Prizes: Each Contestant who tops Tiny and answers more questions correctly will win \$100. The \$100 prize will be awarded in the form of a check.
- b. Daily Consolation Prize: Each Contestant who doesn't top Tiny will receive a consolation prize, which will be a small prize selected in the sole discretion of Promotion (gift card, CD, event tickets) with an approximate retail value of at least \$20.
- b. Prize is awarded as-is. There is no substitution, transfer, or cash equivalent for prize, except that Promoter may, at its sole discretion, substitute a prize of comparable value or cash. The prize is expressly limited to the item(s) listed above and does 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 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.
- c. Any prize certificates, tickets, or coupons are subject to the terms and conditions as set forth by the issuer of the certificate, ticket, or coupon. Prizes are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will any prize be replaced if unused, lost, stolen, or damaged.

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. Acceptance of 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 to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. 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 Promoter, its sponsors and promotional partners, its advertising and promotion agencies, its prize providers 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. 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. Any dispute relating to these Official Rules and/or this Promotion must be brought in the state or federal courts located in Hamilton County, Ohio. All participants and winners agree, by their participation in the Promotion, to submit to the personal jurisdiction of the courts in Hamilton County and waive the right to contest jurisdiction.
- e. Promoter, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process or 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, Promoters may consider, in their sole discretion, data reasonably available to Promoters through information technology systems in Promoters' control, but Promoters will not be obligated to consider any data or other information collected from any other source. Promoter reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion 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, corrupts or affects the administration, security, fairness, integrity or proper conduct of the telephone portion of the Promotion as determined by Promoter in its sole discretion. If Promoter does so, Promoter will not pick additional winners after the termination and will announce its action on air.
- f. For those 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 Promotion 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.

- g. The Released Parties are not responsible for (1) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (2) 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 (3) lost, stolen, mangled, misdelivered, misdirected, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a prize 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. Any failure by Promoter to enforce any of these Official Rules will not constitute a waiver of such Official Rules. 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.
- h. To obtain a copy of the Official Rules or the winners list following completion of the Promotion, send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winner Name" to KFDI Can't Top Tiny Winners List or Official Rules Request, 4200 N. Old Lawrence Rd. Wichita, KS 67219. Copies of the Official Rules and the winners list (when complete) are also available during regular business hours at KFDI, 4200 N. Old Lawrence Rd. Wichita, KS 67219. All such requests must be received within 60 days following completion of the Promotion.

SPONSOR/PROMOTER

SummitMedia, Inc., d/b/a KFDI-FM, 4200 N. Old Lawrence Rd. Wichita, KS 67219.