

LA MESA/CHANNEL 94.1 MEXICO TRIP GIVEAWAY
OFFICIAL RULES

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

The La Mesa/Channel 94.1 Mexico Trip Giveaway (“Contest”) begins on February 5, 2019 at 11:00am CST and ends on February 23, 2019 at 7:00pm CST (“Promotion Period”). The time will be determined by Sponsor’s timekeeping systems. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Contest. All times mentioned in these Official Rules are Central Standard Time unless expressly noted otherwise.

Open only to legal U.S. residents who are at least 21 years of age as of date of entry and reside in Nebraska in the following counties Wayne, Madison, Stanton, Thurston, Cuming, Burt, Platte, Colfax, Dodge, Washington, Nance, Polk, Butler, Saunders, Douglas, Sarpy, Cass, York, Seward, Lancaster, Otoe, Fillmore, Saline, Jefferson, Gage, Johnson, Nemaha, Pawnee and Richardson, the following counties in Iowa: Monona, Crawford, Harrison, Shelby, Audubon, Pottawattamie, Cass, Mills, Montgomery, Adams, Fremont, Page and Taylor, and Atchison County in Missouri. Void wherever prohibited by law and outside the listed counties. Employees of SummitMedia, LLC & La Mesa Restaurants, (collectively, “Sponsors”), their respective affiliates, subsidiaries, advertising and promotion agencies, prize suppliers, including any vendors providing services in connection with this Contest (collectively, the “Sponsor Affiliates”) and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of any of the foregoing individuals are not eligible. By participating, contestants agree to be bound by the Official Rules and the decisions of Sponsor.

TO ENTER: During the Promotion Period, listeners may stop by any of the below La Mesa Restaurants & complete a registration form. Registration forms may be limited. All registration forms must be legible & must provide all requested information, including, their first name and last name, complete address, city, state, zip code, telephone number, and e-mail. The Promoter & Sponsors are not responsible for lost, incomplete, or illegible entries. There will be a total of one hundred-fifty (150) qualifiers selected on Thursday, February 21st at 12:00 p.m. CST.

Participating La Mesa Restaurant Locations:

- 11002 Emmet Street, #112, Omaha, NE
- 3036 S. Expressway Street, Council Bluffs, IA
- 1405 Fort Crook Road, Bellevue, NE
- 829 Tara Road, Papillion, NE
- 5055 S. 155th Street, Omaha, NE
- 15825 W Maple Rd, #102 Omaha, NE 68116

Incomplete entries will be disqualified. Contestants may not enter the Contest more than once. Multiple entries from the same person will not be accepted. Multiple entries by means of software-generated or other automated processes will be disregarded. Illegible and incomplete entries are void. Sponsor is not responsible for interrupted, distorted, or incorrect broadcast information; lost, late, misdirected entries; or entries not received for any reason. If there is a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email account identified on the entry form. The authorized

account holder of an email account is deemed to be the natural person who is assigned to an email address by an Internet access provider, service provider, or online organization responsible for assigning email addresses for the domain associated with the submitted email address. Received entries become the property of Sponsor and will not be returned.

Submitted Materials: Each Entry must satisfy all of the following submission requirements (the “Submission Requirements”):

- The Entry must be the original creation of contestant.
- The Entry must not portray any recognizable individual, other than the contestant.
- Contestant must either own all rights to the Entry or otherwise have the right to submit the Entry in the Contest and to provide the rights to Sponsor as set forth herein.
- The Entry must not portray any dangerous activity.
- Entries must not infringe any third party’s intellectual property right.
- The Entry may not contain illegal, indecent, obscene, pornographic, or sexually explicit content, or otherwise offensive material or inappropriate content such as aberrational behavior, graphic violence, drug abuse, or nudity.
- The Entry must not promote bigotry, racism, hatred or harm against any group or individual or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Entry must be non-defamatory and must not invade any third party’s right of privacy or publicity.
- The Entry must otherwise be appropriate for publication or broadcast or display on a general interest website.

By submitting an Entry, each contestant represents and warrants that the Entry meets all of the Submission Requirements and that the distribution, reproduction, display and any other uses of any part of the Entry by Sponsor as permitted herein will not infringe any third party rights. Each contestant further agrees to indemnify and hold Released Parties (defined below) harmless from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by such contestant of such warranties or representations made by contestant or of these Official Rules.

By submitting an Entry, contestant grants to Sponsor (and to those acting on its behalf) a non-exclusive, perpetual, world-wide, royalty-free license (and waives all moral rights in and to the Entry) to display or otherwise use the Entry in connection with this Contest and as set forth herein.

If Sponsor determines, in its sole discretion and at any time during the Contest, that any Entry violates the Submission Requirements, is otherwise unsuitable, offensive, or in poor taste, or violates these Official Rules, Sponsor reserves the right to remove and disqualify the Entry. Sponsor retains sole discretion as to whether any Entry satisfies the Submission Requirements and the Official Rules.

WINNER SELECTION: Qualifiers will be randomly drawn from all entries & contacted by a KQCH-FM Staff Member by no later than Friday, February 22, 2019. Qualifiers are required to be at La Mesa Restaurant at 1405 Fort Crook Road, Bellevue, NE, on Saturday, February 23,

2019 between 4:00pm & 6:00pm CST. Between those times, La Mesa will conduct a contest in which each qualifier will be assigned a number between 1 & 150. In numerical order, qualifiers will be blindfolded & led to a cooler filled with miniature Corona bottles. If qualifiers select a bottle with a lime in it, they will qualify to move on to the next round. In the final round, the person to select the last remaining bottle with a lime in will win the Grand Prize Trip. Decisions of Sponsor are final on all matters. Limit one prize per person/household address.

WINNER NOTIFICATION AND RELEASES: Winner must be present at the final event and will be notified by a KQCH-FM staff member. Winner 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 random selection of all remaining eligible qualifiers. If a potential winner: (a) does not respond within 10 days of initial notification attempt; (b) is not in compliance with these Official Rules, (c) does not meet the eligibility requirements, (d) declines the prize, or (e) does not sign and return required documents or provide required identification by deadlines established by Sponsor, he or she will be disqualified and an alternate winner will be selected by applying the criteria set forth above. Each potential winner may be required, in Sponsor's sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity Release (TN residents need not sign Publicity Release) and a scan or photo of legal ID and also to have any companion(s) who will participate in the prize activities, if applicable, return the same documentation before claiming the prize or being allowed to participate in any prize activities. If any of the potential winner or the companion(s), if applicable, is under the age of majority in his or her state of residence, then the parent or legal guardian of the minor potential winner or companion(s) must sign and return all required forms. All forms must be postmarked within 10 days of the date on notification materials if return is requested via mail or forms must be completed before receipt of any prize if prizes are picked up in person.

PRIZE: The Grand Prize Trip is a trip for 2 to Mexico that is being provided by La Mesa Restaurants & is valued at up to \$2,000. It will include airfare & hotel. Other trip details will not be determined until the winner is selected (dates, location, etc). Winner & guest are responsible for food, transportation, and for all other expenses incurred while on their Grand Prize Trip. Winner & guest are also responsible for getting to and from Omaha-Eppley Airfield and for abiding by all airline rules & regulations. KQCH-FM and participating sponsors are not responsible for winners who do not follow the airline rules & regulations. The Grand Prize Trip is not transferable. KQCH-FM and participating sponsors are not responsible for delayed or cancelled flights, hotel reservations, or other events. Once the travel is booked, winner & guest are required to travel during specified travel dates & winner will not receive any alternate prize if they are not able to travel on specified dates. La Mesa Restaurants are responsible for giving trip value & 1099 tax form to winners (estimated value of \$2,000). Prizes consist of only those items specifically listed as part of the prize. Sponsor reserves the right to substitute any prize with prize of equal or greater value in its sole discretion. No substitution or transfer/assignment of prize by winners permitted. *Subject to all terms, conditions and restrictions on face of tickets, gift cards or imposed by issuer.* All properly claimed prizes will be awarded provided a sufficient number of eligible entries are received, but under no circumstances will more than the advertised number of prizes be awarded. Prizes are awarded "AS IS."

Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law.

PUBLICITY AND MARKETING: Submission of an entry in the Contest constitutes permission to the Sponsor to use contestant's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, social media handles and identities, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law.

LIABILITY RELEASE & INDEMNIFICATION: By entering this Contest, contestants agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, contestant's participation in this Contest or any Contest-related activities (including, without limitation, any event attended as part of a prize) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by the contestant in connection with the Contest; any non-compliance by the contestant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the contestant's involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest.

OTHER TERMS: Sponsor not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Contest, whether caused by computer, technical or human error. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest whether caused by computer, technical or human error. Sponsor reserves the right to terminate or modify the Contest or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsor, in its sole discretion. If Sponsor terminates the Contest, Sponsor will determine the winner(s) by applying the criteria set forth above to all eligible, non-suspect entries received as of the termination date and will post notice of its action on the Contest website. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any

requirement of participation or with any provision in these Official Rules. Sponsor reserves the right to disqualify any individual from further participation in the Contest if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Contest; (b) has disregarded or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Contest; or (d) has acted toward Sponsor, any Sponsor Affiliates, or any other contestant in an unfair, inequitable, annoying, threatening, disrupting or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any attempt to undermine the operation of this Contest may be a violation of criminal and civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law. Any failure by Sponsor 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 Contest, the terms of these Official Rules will govern.

GOVERNING LAW & JURISDICTION: EXCEPT WHERE PROHIBITED, CONTESTANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, 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 CONTESTANT WITH REGARD TO THIS CONTEST, 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 contestants and Sponsor in connection with the Contest 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 state and federal courts located in Hamilton County, Ohio will be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the state and federal courts in Hamilton County, Ohio and waive the right to contest jurisdiction.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

WINNERS LIST: For the winner name(s), available after February 23, 2019, send a self-addressed, stamped envelope to: (La Mesa/Channel 94.1 Mexico Trip Giveaway Winner List and contact info) to be received by April 23, 2019.

SPONSORS: SummitMedia, LLC Channel 94.1 10714 Mockingbird Drive, Omaha, NE, 68127 and La Mesa Restaurants 11002 Emmet Street, #112, Omaha, NE; 3036 S. Expressway Street, Council Bluffs, IA; 1405 Fort Crook Road, Bellevue, NE; 829 Tara Road, Papillion, NE; 5055 S. 155th Street, Omaha, NE; or 15825 W Maple Rd, #102 Omaha, NE 68116.