

# General Contest Rules

Fat Dawgs Broadcasting – General Contest Rules

NO PURCHASE IS NECESSARY TO PARTICIPATE

A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR  
CHANCES OF WINNING

**1. Rules Generally.** Except to the extent set forth in the specific rules for a particular contest, these general contest rules will apply to all contests conducted by KFIG-1430 ESPN and KFPT-790 ESPN 2 (the “Station”). To the extent that the specific rules for a particular contest differ from these general contest rules, the specific rules for that particular contest will govern and control the conduct of such contest. Any violation of these rules will result in disqualification. A copy of these general contest rules, along with any specific contest rules if/when applicable, are available: during regular business hours, Monday through Friday (excluding holidays) 10:00 am to 4:00 pm, at the Station’s studio location at: 5528 n. Palm #121, CA 93704 (the “Studio”). For directions to the Studio, or for questions and additional information about Station contests or prizes, please call (559) 710-1177 during regular business hours as stated above.

**2. Dates/Terms.** The Station may change the dates and/or terms of the contest without prior notice. Any material changes will be broadcast on the Station and/or posted on its website:

<http://www.1430espnfresno.com/http://www.790espnfresno.com>. Contests are subject to all applicable laws and regulations and are void where prohibited by law.

**3. Eligibility.** Unless the Station otherwise specifies, the contest is open to legal U.S. residents, eighteen (18) years of age and older, residing in CA. Only if the Station, in its sole discretion, allows individuals fourteen (14) years of age or older to enter, in the event a prize is won by any entrant who is under eighteen (18) years of age, such entrant’s parent or legal guardian will be deemed the winner for all purposes hereunder. Employees or agents of the Station, Fat Dawgs Broadcasting, other area radio stations or any entity associated with the contest, as well as members of the same household of any such employee or agent, may not participate. Persons who have previously won a prize (cash, services, merchandise) from a contest or station event from any of Fat Dawgs Broadcasting station (KFIG-FM, KFPT-FM) are subject to the following

restrictions: (i) Persons who have won a prize valued up to \$100 in the last thirty (30) days are not eligible to participate; (ii) Persons who have won a prize valued between \$101 and \$499 in the last ninety (90) days are not eligible to participate; (iii) Persons who have won a prize valued between \$500 and \$999 in the last six (6) months are not eligible to participate; and (iv) Persons who have won a prize valued at \$1,000 or more in the last twelve (12) months are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners. As stated above, the Station, in its sole discretion, may allow persons who have previously won a prize to be eligible to win another prize without any time restrictions. If participation requires the submission of an email address, only one entry per email address per household is permitted. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. There is no purchase necessary to enter or win. A purchase or payment will not increase your chance of winning.

**4. Disclaimer.** The Station is not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, Internet transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Contest, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties

which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Contest or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical or other errors in the printing, the offering, or the Administration of the contest or in the announcement of a prize; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Station.

**5. Prizes Generally.** All sales, prize and other local, county, state, and federal taxes, gratuities and any other incidentals associated with the prize are the sole responsibility of the prizewinner(s). The Station assumes no responsibility or liability for damages, losses, or injury resulting from acceptance or use of the prize(s). The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter, or performer. The Station, in its sole discretion, may award prizes to entries received by alternate means. The Station will be the sole arbiter in all matters relating to the contest, including without limitation, contest entries and in the interpretation of contest rules. All decisions by Station will be final and may not be appealed. Entry into contests constitutes agreement by entrants to abide by these rules, as well as any other rules established by the Station.

**6. Sale/Transfer of Prize.** The Station reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. Prize(s) may not be redeemed for cash, substituted, transferred or assigned, except as may be determined by the Station at its sole and absolute discretion on a case-by-case basis. Winners are prohibited from selling any prize awarded or transferring any prize without the Station's authorization, which authorization must be in writing by a Station representative and will be granted or withheld in the Station's sole discretion on a case-by-case basis. In the event that the Station discovers or suspects (correctly or incorrectly) that a winner is attempting to sell his/her prize from the Station (i.e., eBay, Craigslist, StubHub, or otherwise), the Station reserves the right, in its sole discretion, on a case-by-case

basis to take any one or more of the following actions: (i) immediately disqualify the winner and deem any prize they were otherwise entitled to as forfeited; (ii) refuse to award the prize to such winner, even if he/she represents that they will not resell or transfer the prize; and/or (iii) prohibit the violating winner from participating and/or winning any future contests, whether for a fixed period of time or in perpetuity, in the Station's sole discretion, and if such winner ever wins a future contest during the period that he/she is banned, he/she will be disqualified from the contest and required to forfeit any prize once it has come to the Station's attention. Further, the Station reserves the right to track and/or cancel and invalidate any prize awarded that the Station suspects was sold or transferred without authorization.

**7. Prize Travel and Accommodations Limitations.** Any prize involving travel, including without limitation prizes consisting in whole or in part of overnight accommodations and/or travel by air, rail, ship, or motor coach, will be based upon availability and subject to additional terms and restrictions imposed by the Station, contest sponsors, and/or other agents participating in the contest and/or fulfillment of the prize, including without limitation blackout dates, peak period restrictions, expiration dates, and/or additional age restrictions imposed upon the winner and/or the winner's guest(s). These restrictions are not subject to negotiation. Winner's guests may be required to sign one or more liability release agreements before being authorized by Station or its sponsor to be allowed to participate as winner's guest on a trip. In addition, such winners and guest(s) are required to travel on the same itinerary, to which changes may not be made once booked, and are solely responsible for obtaining any international travel documents, visas or passports that may be required. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Overnight accommodations will consist only of standard double occupancy accommodations, and winner will be solely responsible for all ground transportation, for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees. Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses. Air travel will consist only of round trip coach air transportation to/from a commercial airport in/near the destination city from/to a commercial airport in the greater metropolitan area in which the Station is located, and the winner will be solely responsible for all ground transportation and for the pre-payment of any applicable taxes or airport, baggage, or

government fees or charges. The Station and sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of the Station and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, the Station is not responsible for any work stoppage, bankruptcy or other condition beyond the Station's control that may affect the Station's ability to provide any of the prizes. The Station is not responsible for any expenses incurred by contest winners as a result of such cancellations, delays or other circumstances beyond the Station's control.

**8. Celebrity Prizes.** Any prize that consists of an opportunity to meet with, participate in an activity with, interview or have similar interaction with any celebrity (other than employees of Station) is contingent upon the celebrity appearing for such activity/event, which is beyond the Station's control. The Station is not responsible if a winner and/or his/her guests are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason. The Station is not responsible for such portion of the prize, which has no monetary value, and no alternate prize will be awarded and the event/activity will not be rescheduled. In the event that Station elects, at its sole discretion, to attempt to reschedule any such event/activity or offer an alternative prize, the Station will have no obligation whatsoever to offer any other alternate prize if such attempt to reschedule or other offer is not accepted by or utilized by winner for any reason whatsoever.

**9. Gift Cards or Certificates.** For any prize that is awarded in the form of a gift certificate or gift card, the use and/or redemption of such certificate or card may be subject to additional terms and restrictions, including without limitation an expiration date, specific locations at which such certificate or card may be redeemed, may be based on availability and may include black-out periods, restrictions or excluded items (i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.

**10. Cash Prizes.** Any prize involving the award of cash will be fulfilled in the form of a company check payable to the verified winner only and made available six

(6) to eight (8) weeks from the date upon which the winner completes and submits all documents required.

**11. Prize Selection.** In all instances in which winner has the right to select specific products, the choice of products offered may be limited by the Sponsor or certain specific products or manufacturers may be excluded, and Winner will receive additional information on such restrictions and limitations after they have been awarded the prize.

**12. Notification of Winning.** Depending upon the type of contest, the means of entry, and the entry information provided/required, Station may contact entrant(s), qualifier(s), winner(s), and/or grand prize winner(s) by phone, by email, by text message, by direct message or public post on social media network, and/or in person, as applicable. Station will only be required to leave one voicemail message, send one email, send one text message, send one direct message on social media, and/or make one public posting on social media. Station reserves the right, but not the obligation, to attempt to contact any entrant(s), qualifier(s), winner(s), and/or grand prize winner(s) more than once, at its sole discretion, and will not be required to attempt to contact entrant(s), qualifier(s), winner(s), and/or grand prize winner(s) an equal number of times or in the same manner.

**13. Prize Pickup.** Prize(s) will be released to winners only. Prize(s) will not be mailed, unless otherwise determined by the Station, in its sole discretion. Prizes awarded must be picked up at the Studio during normal business hours (as described above), unless otherwise specified by the Station. Prizes not claimed within thirty (30) business days of being advised by Station that the prize is available for pick-up, or in the case of a time-sensitive prize within its period of usability if shorter than thirty (30) business days, will be considered forfeited without notice to the winner(s), and will become property of Station. Such prize may be disposed of at the discretion of Station personnel ("Management"). If a winner chooses to have a prize shipped, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.

**14. Verification and Disqualification of Winner.** No potential winner of any contest will be entitled to receive any prize until the Station has verified such

potential winner's contest eligibility and compliance with the contest rules and until such potential winner has completed and submitted all documents required by Station. In order to receive any prize, winners may be required to present Station-approved identification, such as a valid government-issued photo identification, to provide a valid social security number, and/or to provide or complete and sign any other documents required by the Station, including without limitation, one or more liability release agreements relieving the Station, its parent and affiliates and their respective officers, directors, members, managers, employees, agents, contest sponsors and others from any and all liability with respect to the entrant's participation in the contest and the receipt and/or use of the prize. Winners may also be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station. Each winner may receive an IRS Form 1099-Misc for all prizes won from Station in any calendar year where the aggregate value of all such prizes is \$600 or more. In the event the Station requires presentation of the above-listed identification or documents, any person who refuses to do so by the Station's deadline will forfeit any and all prizes. Station reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented.

**15. Automated Entry Devices Prohibited.** Anyone using fraudulent means to participate and/or win the contest, such as using a robotic, mechanical, or other forms of pre-programmed internet, texting, or phone call, voting, or entry method, will be disqualified. In the event that any entrant(s), qualifier(s), winner(s) and/or grand prize winner(s), as applicable, is disqualified from a contest for any reason: (i) Station and/or sponsor(s) will in no way be obligated to notify any such individual(s) of such disqualification or forfeiture, (ii) Station will NOT be obligated to select an alternative qualifier, winner, and/or grand prize winner, as applicable, and may instead elect to retain any associated prize(s) as its own property and/or dispose of any such prize(s) in any way it sees fit.

**16. Use of Voice, Photos, and Likeness.** Calling the Station regarding the contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the contest may be taped without further permission from the caller. By entering the contest, all participants consent to the use of their name, photograph, likeness, biography, voice and/or video for advertising and promotional purposes, including online announcements, without limitation and without compensation. Further, participation in a contest and/or

acceptance of prize(s) constitutes consent by entrant and/or winner's (and by winner's guest(s) if applicable) for the Station or its agents (i) to interview the entrant and/or winner(s) (and winner's guest(s), if applicable), (ii) to photograph, film, and record (audio and/or video) entrant and/or winner(s) (and winner's guest(s), if applicable), and (iii) to use in commerce and in any medium now or hereafter known throughout the world in perpetuity and without payment of any compensation or additional consideration: his/her name, hometown (city and state), biographic information, likeness, photograph, audio or video recording, entry materials, prize information (if any), and/or any statements made by him/her regarding the Station, the promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law.

**17. Cancellation.** The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of any Internet promotion, game, or contest, or the Internet portion of any promotion, game, or contest.

**18. Indemnification.** In exchange for the right to participate in the contest, each participant agrees to release, forever discharge, hold harmless, and indemnify the Station, and its officers, directors, agents, parent companies, subsidiaries, sponsors, and employees (the "Released Parties"), from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the participant's participation in the contest. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of a contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to entrant(s) and/or winner(s) (and winner's guest(s) if applicable) including any results thereof such as



changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control. Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.

**19. Odds of Winning.** The odds of winning depend upon the how the contest is conducted. For random drawings, the odds of winning will depend upon the number of entries received. For contests in which winners are qualified for a random drawing to determine the grand prize winner, odds will depend on the total number of qualifiers. For contests of skill that do not involve any element of chance, odds of winning are not applicable. All tie-breaking procedures will be published on the Station's website and/or communicated by email to tied contest entrants. Please see each contest's specific rules for more information.

**20. Communications with Station.** The Station may or may not respond to inquiries by entrants or potential entrants regarding the status of their entry and/or to questions about a contest, regardless of the means by which such inquiry is made. The Station is not obligated to respond to, or to treat, all such inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact a Stations' desire or ability to respond to such inquiries from time to time. Notwithstanding anything that may be communicated by any Station employee in connection with any such inquiry, the sole determining source for information related to a particular contest will be the rules for such particular contest, and any information communicated by Station employee(s) will neither be binding on the Station nor be deemed to be providing any type of improper assistance or advantage to any particular entrant over another. Any attempt by the Station to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.

**21. Privacy Policy.** Except if inconsistent with these general contest rules or the specific rules for any particular contest, any reference to the Station's privacy

policy in contest materials or advertisements will be deemed to refer to the Station's Privacy Policy available at: <http://1430espnfresno.com> & <http://790espnfresno.com> unless a different privacy policy is specifically identified, in which case, any such third party privacy policy will NOT be applicable to or part of these contest rules. The Station may use cookies and/or collect IP addresses for the purpose of implementing or exercising its rights or obligations under the contest rules, for information purposes, identifying your location, including without limitation for the purpose of redirecting you to the appropriate geographic website, if applicable, or for any other lawful purpose in accordance with the Station's Privacy Policy. Information collected by the Station in connection with entering, voting or otherwise participating in any contest may be shared with sponsors of particular contests, and otherwise used in accordance with the Station's Privacy Policy.

**22. List of Winners.** For a list of winners for a particular contest, mail a self-addressed stamped envelope to the Station's Studio identifying the name of the particular contest for which you would like to receive a winner list. All requests for winner lists must be mailed and received by the Station after the contest is over but no later than three (3) months after the contest has been concluded.