

Aftershock Music Festival Flyaway Rules

OFFICIAL RULES

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

1. GRAND PRIZE

a. There is one Grand Prize. The Grand Prize consists of two passes to the AfterShock Festival, scheduled October 10 through October 13, 2024 in Sacramento, CA, plus airfare for two and accommodations. Winner is responsible for own ground transportation and food. (Estimated value of grand prize is approximately \$1500)

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. The Grand Prize is 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.

2. PROMOTION DATES

These rules (the "Official Rules") govern the Aftershock Music Festival Flyaway ("Promotion"), which will begin on **September 3rd, 2024 at 12 a.m. Mountain Time ("MT")** and ends on **September 27, 2024 at approximately 7 p.m. MT.**

3. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all legal U.S. residents who are 21 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"). Winner and guest must be at least 21 years of age (unless immediate family member of winner). Employees of Lotus Boise Corp. (the "Promoter"), d/b/a KQXR/100.3 the X (the "Station" 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. 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.

c. Participants must have a valid email and smart phone, in case of winning a prize; some tickets may only be claimed through email and used at venue via smart phone. The process to claim and use tickets is as follows: Boise Lotus Promotions department will send ticket link(s) to the winner's email or via text to their cell phone. Winner must open email on a smart phone and click on link(s), winner will then be directed to open the promoter's app on their smart phone, where they will see the digital barcode they must present at the venue. If winner does not have the promoter's app, then the winner must download the app and create a profile. Winners cannot attempt to print ticket link or ticket code because it will not be accepted at venue.

4. ENTRY

You may participate in the Promotion via the following methods:

a. The on-air portion of the Promotion will be available on the Station weekdays beginning on or about September 3, 2024 and ending on September 27, 2024. Upon hearing the cue to call or text KQXR at 208-287-1003 the correct caller number (as announced by the on-air personality during the cue to call or text) to get through to the Station contest line will be asked to name the number of Aftershock artists played during one of our "Aftershock Power Hours", correct completion of which will result in that caller being named a qualifier ("Qualifier") for the Aftershock Festival Flyaway drawing. 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 successfully completes the call will be deemed a Qualifier. There is no limit to the number of times a listener may attempt to call in or text 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. On September 27th, 2024 between 5pm – 6pm MDT listeners that have not qualified via the previous method may come down to the Grand Prize Party (located at Sturman's Wine and Cigars 4204 W Chinden Blvd, Garden City, ID 83714) for a final chance to qualify by signing up and putting their information into a drawing box. At approximately 6:00pm MDT the final 5 qualifiers will be drawn from that pool and notified in person. Persons entering this drawing must be present at the time of the announcement of their qualification.

5. 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.

6. QUALIFIER AND WINNER SELECTION AND NOTIFICATION

- a. The Grand Prize winner will be selected via a game of bingo. Upon arrival the qualifier will be handed a bingo card to participate along with all present qualifiers also wishing to participate. During the game, there will only be one winner. In the event of a tie game, a random drawing will be held to determine the one winner for the Grand Prize
- b. Promoter will pool all qualifying entries received via on-air contests and from Grand Prize Party sign-ups. Odds of being chosen as a Qualifier via in-store entry depend on the number of eligible entries received. Odds of being an on-air qualifier depend on the number of callers who correctly complete the on-air contest.
- 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 Qualifiers) may result in disqualification and forfeiture of opportunity to receive Grand Prize. If a potential Qualifier is disqualified, Promoter may, at its discretion, choose a replacement Qualifier by random drawing from remaining eligible, non-winning entries. All decisions of Promoter management with respect to the Promotion are final.
- d. Qualifiers must be present at the Event by 6:30pm on September 27th, 2024 at Sturman's Wine and Cigars (4204 W Chinden Blvd, Garden City, ID 83714). Any Qualifier who is not present at the Event by 6:30pm will be disqualified.
- e. 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 Grant 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 the runner up from the reverse drawing. Properly claimed prize will be awarded, but in no event will Promoter award more prizes than are provided for in these Official Rules.

7. 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, any on location 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 Aftershock Music Festival Flyaway, Lotus Boise Corp., 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.

8. SPONSOR/PROMOTER

Lotus Boise Corp., d/b/a KQXR-FM/100.3 The X, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706.