

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

**1. PROMOTION**

- a. Unless otherwise specified by the station, these rules govern routine contests and promotions conducted by Lotus Communications Corporation, d/b/a KTHI (the “Promoter”). These rules may be amended, modified, or superseded by separate, specific rules for specific contests or promotions conducted by the Promoter and/or its sponsors. Each contest or promotion (each, a “Promotion”) will take place during the dates and times specified in the official rules of the Promotion (the “Promotion Period”) or as announced on-air. The Promoter may change the dates and/or terms of the Promotion without prior notice. Any material changes will be broadcast on KTHI and, if applicable, posted on its website at [www.khitsboise.com](http://www.khitsboise.com).

**2. ELIGIBILITY RESTRICTIONS**

- a. Unless otherwise specified, 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 at the time of entry and who live in the Boise, Idaho TSA as defined by Nielsen. Employees of the station, Promoter, its corporate parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Boise 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. Each 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 in any Promoter contest.” For on-air Promotions, there is no limit to the number of times an audience member may attempt to call-in or text, however an audience member may only qualify once.
- 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 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. Promotions conducted on-air that require telephone or other responses to “cues to call” are only official when heard on-air via KTHI. Due to delays in the station’s online streaming of its signal, listeners/viewers to an online stream or mobile device may not be able to participate in, or be disadvantaged in, participating in certain Promotions.
- b. All entrants must follow the “call to action” entry instructions and submit any requested information. By submission of a text entry in a Promotion, entrants hereby expressly consent to the receipt of a confirmatory bounce-back message related to this contest. For text message contests, message and data rate may apply. Text message and any mobile device entry entries will be deemed made by the authorized account holder of the mobile account submitted at the time of entry. The authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. Multiple entrants are not permitted to share the same text or mobile telephone number. 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 computer is the official time keeping device for the Promotion.

- c. For Promotions that require telephone entry, 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.
- d. Each entry via Facebook must include requested information, including the entrant's first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, and date of birth. Unless otherwise disclosed, no Promotion is in any 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. Entrants are providing entry information to the Promoter and not to Facebook.
- e. For Promotions entered online, entrants may be allowed the opportunity to gain additional entries in a Promotion, as disclosed on air, at the time of entry by clicking on the link displayed after the entrant has provided the requested entry information that allows the entrant to share an announcement about the Promotion via certain social media sites. For such Promotions, the entrant shall receive an additional entry(ies) as announced on air for each individual that validly enters the Promotion as a direct result of that entrant's sharing information about the Promotion through this mechanism, at the time that each such other individual enters the Promotion, so long as the entrant remains otherwise eligible for the Promotion and any entry deadlines have not lapsed.
- Telephone entries for this Contest may only be made using a single line per caller telephone system, and only callers using such a single-line calling system will be eligible to win or qualify to win. Contestants using, or attempting to enter this Contest using, any type of multiple-line calling system or auto-dialer, or any software that enables multiple simultaneous dials, will be ineligible to win and will not qualify to win, this Contest, or, in the Station's sole discretion, future contests the station broadcasts.

#### **4. PRIZES**

- a. Promotion prizes and their values will be indicated when the Promoter announces the Promotion. Unless otherwise announced, all prizes or prize certificates must be picked up at the offices of the station at 5257 Fairview Ave, Suite 240, Boise, ID. Prizes may be claimed during regular business hours (between 9:00am and 5:00pm, Monday through Friday). Promotion winner(s) will be required to present valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize. Unless otherwise permitted by the Promoter, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. If a Promotion is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the prize. Failure to comply with these requirements will result in the forfeiture of the prize. A winner will forfeit any prize or prize certificate not claimed within thirty (30) days (or sooner for time sensitive prizes) of winning. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Promoter. The Promoter, solely at its discretion and only with the consent of the winner, may opt to deliver the prize to the winner by mail or overnight courier. In such event, the winner assumes the risk of the prize's loss and the Promoter will not be responsible for the safe arrival of the prize or prize certificate. All prizes are awarded as-is. There is no substitution, transfer or cash equivalent for prizes, except that the Promoter may, at its sole discretion, substitute prizes of comparable value or cash. Each prize is expressly limited to the

item(s) announced by the Station and does not include taxes, gratuities or any other expenses. Other restrictions may apply.

- b. 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.
- d. Potential winner(s) will be selected and notified of their prize in the manner announced by the Promoter.

## 5. CONDITIONS

- a. Decisions of the Promoter's management with respect to the Promotion are final.
- b. 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.
- c. Participating in a 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 that 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.
- d. 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 a 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 the 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 a 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.

- e. Promoter, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from a 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 a 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 a 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.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of a 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 a Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with that 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 a 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 a Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winner List" to Cash Tracks Winner List or Official Rules Request, KTHI, 5257 Fairview Ave, Suite 240, Boise, ID 83712. A copy of the Official Rules and a list of winners (when complete) are also available during regular business

hours at KTHI, 5257 Fairview Ave, Suite 240, Boise, ID 83712. All such requests must be received within thirty (30) days following completion of the Promotion.

## **6. TERMS OF USE AGREEMENT & PRIVACY POLICY**

- a. By entering a Promotion, you agree to use of your personal information as described in the Privacy Policy located at: “[www.khitsboise.com](http://www.khitsboise.com).” If you are accessing these rules on the station’s website or entering the Promotion on said website, you are deemed to agree to the website’s Terms of Use agreement located at “[www.khitsboise.com](http://www.khitsboise.com).”