

KRVB/KTHI/KJOT/KQXR Keyword Contest

OFFICIAL RULES

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

1. PROMOTION DATES

These rules (the “Official Rules”) govern, the KRVB/KTHI/KJOT/KQXR keyword contest which will begin at or around 9am on May 8th, 2023 and end on or around 5pm on June 16th, 2023 (the “Promotion Period”).

2. 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 Boise, ID (the “Promotion Area”). Employees of Lotus Boise Radio, d/b/a KRVB/KTHI/KJOT/KQXR (the “Promoter” or “Stations”), and of its corporate parent, subsidiary, and affiliated entities, of the advertising agencies and participating sponsors/promotional partners with “Mike Brown Group Silver Creek Realty” associated with this Promotion, and of the other broadcast radio and television stations in the Boise metropolitan area, and the members of those employees’ immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. Void where prohibited 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.

3. ENTRY

To participate in the Promotion, entries must be submitted via text to the following numbers.

VIA TEXT – Beginning May 8th, 2023 during the promotion period, “cash keywords” will be announced in the 9am, 11am, 1pm, 3pm and 5pm hours on the Stations.

- For entry into the contest via the KRVB studio line, listeners will text the keyword as announced to 208-287-2949
- For entry into the contest via the KQXR studio line, listeners will text the keyword as announced to 208-287-1003.
- For entry into the contest via the KTHI studio line, listeners will text the keyword as announced to 208-287-5107.
- For entry into the contest via the KJOT studio line, listeners will text the keyword as announced to 208-287-5105.

On submission of the first keyword, respondents will be asked to provide name, email address and birth date. Once registered, respondents’ future entries will simply be acknowledged in a reply text.

IF players elect to participate via more than one station, the registration process will be repeated for THAT station.

Each day represents an entirely new contest; entries are not retained.

Respondents may enter UP TO five keywords on any single day, per station.

Individual odds of winning increase by the number of unduplicated keywords submitted on any single day; duplicate keyword entries within a single day are not permitted. Overall odds of winning depend on the number of eligible entries submitted for that game.

4. CONDITIONS APPLICABLE TO ALL ENTRIES

- a. Entries submitted will not be acknowledged or returned. 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.
- b. Each player may enter UP TO five unique keywords per day per station.
- c. By entering this contest, participants acknowledge that they may receive promotional emails and materials from Mike Brown Group Silver Creek Realty and their partners.

5. QUALIFIER/WINNER SELECTION AND NOTIFICATION

- a. Promoter will pool the prior day's qualified entries from among ALL FOUR Stations, selecting one at random to be awarded the \$1000 daily grand prize. Each day's winner will be notified by noon the following day, except in the case of weekends or holidays, when the winning player will be notified the next business day before noon. CASH WINNERS MAY ONLY WIN ONCE IN THE PROMOTION WINDOW, and are ineligible to re-enter via any of the four stations.
- b. Each cash winner 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 Event. Noncompliance within the time periods set forth herein, failure to comply with the Official Rules (including eligibility requirements), failure to sign and return required documents and provide required identification, and/or return of any Qualifier notification as undeliverable may result in disqualification. If the disqualified Qualifier entered at a Remote or the Event, an alternate potential Qualifier may be randomly selected from all remaining eligible entries for that Remote or Event, time permitting. All decisions of Promoter management with respect to the Promotion are final.

6. PRIZE

- a. Each grand prize consists of \$1000, payable by check. In total, the promotion will air for six weeks, with THIRTY daily winners each receive \$1000.

b. Prizes are 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 listed above and does not include taxes, licensing fees, or any other expenses. Winner will be required to show proof of insurance prior to taking possession of prize. 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 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.

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 prize. 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 prize constitutes each entrant's and winner's permission for the Promoter or its agents to photograph, film, record that entrant and winner 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 the prize in the Promotion, each entrant and winner agrees not to sue and to release, discharge, indemnify, hold harmless, and absolve the Promoter, its sponsors and promotional partners, its prize provider, 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 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.

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, 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. 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 further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the telephone portion of 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 telephone Qualifiers after the termination and will announce its action on air.

f. 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 Promotion to be sure you are participating in "real time." The Station assumes no responsibility for entrants 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 the 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, mis-delivered, misdirected, illegible, incomplete, incorrect, or late entries. 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 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's Name" to Keyword Contest, KJOT-FM, KQXR-FM, KRVB-FM, KTHI-FM, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706. A copy of the Official Rules and the winner's name (when complete) are also available during regular business hours at KJOT-FM, KQXR-FM, KRVB-FM, KTHI-FM, 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 Corps., d/b/a KJOT/KQXR/KTHI/KRVB, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706.