

## 107.1 HANK FM'S Home and Away Concert Double-Play Giveaway Rules 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 KTHI (STATION) "107.1 HANK FM'S Home and Away Concert Double-Play Giveaway" contest which will begin at or around 9am on May 20, 2024, and end on or around 5pm on June 14th, 2024 (the "Promotion Period").

### 2. PRIZES

- a. There are four (4) Grand Prizes. A Grand Prize consists of one pair of tickets to attend the Outlaw Music Festival featuring Willie Nelson & Family, Bob Dylan, John Mellencamp, and Brittney Spencer at ONE Spokane Stadium in Spokane, WA on 8/9/2024 (est value \$200, provided by Live Nation for promotional purposes) as well as \$1000 (est total value of each prize\$1200)
- b. Each daily qualifier will be given a pair of tickets to an upcoming local concert within the Boise, ID metro area (approximate value between \$50-\$100)
- c. 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.
- d. All prizes are 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.

### 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"). Employees of Lotus Boise Corp. (the "Promoter"), d/b/a KTHI/107.1 HankFM (he "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/DRAWING

a. To participate, listeners must do the following:

b. From May 20th, 2024 through June 14, 2024 listeners will be prompted to text the radio station at 208-287-5107 at or around 9:00am, 11:00AM, 1:00PM, and 3:00PM each Monday-Friday the applicable keyword given at each time.

c. Each active contest day by 4:00pm one qualifier will be selected from all entries and notified by 8:30am the day prior except for on Fridays when the daily qualifier be notified at or around 4pm that same day.

d. Listeners may enter only once for each specific keyword given each day

e. Listeners may become daily qualifier only once per week.

f. Each week of the contesting period one of the daily qualifiers from that same week will be randomly chosen by 5:30pm on that Friday and chosen as that weeks grand prize winner. Winner will then be contacted via phone and announced on the air.

g. All qualifiers and grand prize winners will be notified via phone and announced on the air

#### 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.

b. Limit one grand prize per immediate family and household. Any additional grand prize winners from the immediate family residing in the same household will be disqualified.

c. 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.

d. 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.

e. 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.

f. 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, and Connections Credit Union Qualifiers, and Promoter will announce its action on-air on all of the Stations.

g. 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.

h. 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.

i. 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.

j. 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 107.1 HANK FM'S Home and Away Concert Double-Play Giveaway, 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.

#### 6. SPONSOR/PROMOTER

Lotus Boise Corp., d/b/a KTHI/107.1 HankFM 5257 West Fairview Avenue, Suite 240, Boise, ID 83706.