

## Depeche Mode/Flyaway 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 Depeche Mode Flyaway (“Promotion”), which will begin on June 26<sup>th</sup>, 2023 at 6am Mountain Time (“MT”) and ends on July 3<sup>rd</sup>, 2023 at approximately 9am. MT.

#### 2. 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 KQXR/94.9 The River (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. Individuals are not eligible if they have won a Promoter contest or promotion within the 30 days prior to the start of the Promotion Period, including all contests or promotions conducted by the Station.

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 if discovered by Promoter.

#### 3. ENTRY

You may participate in the Promotion via the following methods:

a. **VIA Telephone** – The on-air portion of the Promotion will be available on the Station weekdays beginning on Monday June 26<sup>th</sup>, 2023 and ending on or about July 3<sup>rd</sup>, 2023. Listeners will be asked to track the Depeche Mode songs played each weekday between 6am and 5pm. Upon hearing the cue to call KRVB at 208-287-2949. Cue to call will be played each weekday at approximately 5:15pm. The correct caller number (as announced by the on-air personality during the cue to call) to get through to the Station contest line will be asked to list all Depeche Mode songs for that day. The first caller to correctly list all Depeche Mode song titles from that day will result in that caller being named a grand prize qualifier (“Qualifier”) for the Depeche Mode 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 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.

#### 4. CONDITIONS APPLICABLE TO ALL ENTRIES

a. 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 Qualifier per immediate family and household, and each person may claim no more than one Qualifier position. If it is discovered that Qualifiers live in the same household, the last to qualify will be disqualified.

#### 5. QUALIFIER AND WINNER SELECTION AND NOTIFICATION

a. Promoter will pool all qualifying entries received via on-air contests. Odds of being an on-air qualifier depend on the number of callers who correctly complete the on-air contest.

b. The Grand Prize drawing will take place Monday July 3<sup>rd</sup>, 2023 on or around 9:00am. One entry will be chosen by random drawing from all eligible qualifiers, with the Grand Prize winner subsequently notified via phone.

c. 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.

#### 5. GRAND PRIZE

a. There is one Grand Prize. The Grand Prize consists of two tickets to Depeche Mode concert, scheduled on November 18<sup>th</sup>, 2023 in Salt Lake City, UT, plus round trip airfare from Boise to Salt Lake City, UT for two and 2 nights hotel accommodations in Salt Lake City on November 17<sup>th</sup> – 18<sup>th</sup>, 2023. Total value of the grand prize is \$1,500 provided by Columbia Records for promotional purposes.

b. Grand Prize winner and guest must be 21 years of age or older, or a member of the winner's immediate family, at the time of the final grand giveaway on July 3<sup>rd</sup>, 2023.

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. 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.

## 6. 6. CONDITIONS

a. Payments of all federal, state and sales 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 promotion.

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.

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 Depeche Mode Flyaway Contest, KRVB-FM, 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.

## 7. SPONSOR/PROMOTER

Lotus Boise Corp., d/b/a KRVB-FM/94.9 The River, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706.