

94.9 The River & 107.1 K-HITS Fall Is In The Bag

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, 94.9 The River & 107.1 K-HITS the In The Bag Giveaway (“Promotion”), which will begin at or around 7 am MT on Monday September 18th, 2023 and end at or around 7 pm MT on October 26th, 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 100-mile radius of Boise, ID (the “Promotion Area”). Employees of Lotus Boise Corp., d/b/a KRVB-FM & KTHI-FM (the “Promoter” or “Station”), and of its corporate parent, subsidiary, and affiliated entities, of the advertising agencies and participating sponsors/promotional partners associated with this Promotion which include Copper Canary, Anniversary Inn, Greenleaf Meat Packing, Olive & Vine, Graze Craze, and Crazy Neighbor 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, you may enter via the following methods: Up to 100 Qualifiers will be selected for the Grand Prize drawing, Thursday, September 13, 2018

VIA TELEPHONE – Starting September 18th, 2023 during the Promotion Period, listeners have the chance to qualify weekdays when the official Promotion cue to call is announced between 7am and 6pm Monday through Friday. The correct caller number for KRVB at 208-287-2949 and for KTHI at 208-287-5107 after each cue to call who correctly answers the associated trivia question(s), will be named a Qualifier, subject to verification of eligibility. If the caller does not successfully answer the trivia questions, the next caller on the Promotion line will have an opportunity to answer the trivia questions. Promoter will continue the process until a caller answers all the trivia questions correctly. 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, date of birth and Social Security Number.

VIA ON LOCATION –To enter on location, visit one of our off-site remotes (each, a “Remote”) and submit an accurately completed entry form in the register to win box at the Remote. For the date, time, and location of each Remote, listen on-air at 94.9 The River or 107.1 K-HITS or visit us online at

www.riverboise.com or www.khitsboise.com. All Remote entries must be hand-written and original. Limit one entry per person per Remote. Individuals who are discovered to have placed multiple entries into the entry box will be deemed ineligible. Five (5) qualifiers will be randomly selected from each remote.

ONLINE – To enter online, visit one of the of station sites (KHTSBoise.com or RiverBoise.com) and complete the entry form. Qualifiers will be selected by random drawing of all eligible entries.

VIA THE EVENT –To enter at the Event (defined below) and provided there are additional Qualifier spots remaining, attend the Event and submit an accurately completed entry form in the register to win box at the Event. Must be present to become a Qualifier at the Event. All Event entries must be hand-written and original. Limit one entry per person at the Event. Individuals who are discovered to have placed multiple entries into the entry box will be deemed ineligible. Five (5) qualifiers will be randomly selected at the event.

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. 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/WINNER SELECTION AND NOTIFICATION

- a. Promoter will select 100 qualifiers (each, a “Qualifier”) for the finale event (the “Event”), which will be held at Copper Canary, 2590 N. Eagle Road, Meridian Idaho 83642. Five Qualifiers will be selected by random drawings from among the entries at each Remote. If 100 Qualifiers are not selected through the Remote qualifying, on-air qualifying, or online qualifying, the Promoter will select the remaining Qualifiers (up to a maximum of 100) by random drawing from Event attendees who are not yet Qualifiers. Entries will not carry over from one Remote drawing pool to another. The odds of being chosen as a Qualifier from the on-location pool at each Remote depend on the number of eligible entries in each pool. Odds of being chosen as a Qualifier from the telephone method of entry depend on the number of callers for each cue to call. Odds of being chosen as a Qualifier at the Event depend on the number of Qualifier positions available (if any) and the number of eligible entries at the Event.
- b. On-air Qualifiers will be advised of their qualifying status at the time of their call. Promoter will attempt to notify the Remote Qualifiers via telephone or email, and each Remote Qualifier must respond to the notice within one hour. Event Qualifiers (if any) will be announced at the Event. Any potential Event Qualifier must present himself or herself to Sponsor within 15 minutes of announcement. 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 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.

c. Qualifiers must be present at the Event to win. Any Qualifier who is not present at the Event will be disqualified. The Grand Prize winner will be selected at the Event in a random drawing format. Each Qualifier will be given a number upon arrival. All numbers will then be placed in the hopper. The Promotor will then select 10 numbers at random which will represent the Grand Prize Winners. The first Grand Prize winner will be able to select which handbag they would like from the 10 options. The selections will proceed until all 10 handbags for given away. Odds of winning the Grand Prize are no more than 1 in 10.

d. 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 and the Grand Prize will be forfeited 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.

6. PRIZE

a. **Ten (10) Grand Prizes: Ten designer handbags along with the contents therein which may include Gift Certificates, Event Tickets, and other prizes yet to be determined; the average value of a handbag will be approximately \$300, not counting its contents.**

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. 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 winners 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.

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 Fall is In The Bag Giveaway, 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, 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 Corp. d/b/a KRVB-FM & KTHI-FM, 5257 West Fairview Avenue, Suite 240, Boise, ID 83706.