## LUCKY DUCKY DERBY KXPT

No Purchase or obligation necessary to win

## CONTEST DESCRIPTION:

Registration: Monday, July 1, 2024 – July 27, 2024

**Requirements**: To enter, you must be a Clark County, NV resident, home owner, 21 years of age or older and have a valid Nevada Driver's License or Government Issued photo Identification Card, and a valid social security number. The home where the AC will be installed must be in Clark County, NV.

**Grand Prize**: Grand Prize winner will receive a new AMERICAN STANDARD AIR CONDITIONER provided and installed at their residence by Silver State Air Conditioning and Plumbing with an approximate retail value including installation of \$15,000

## **HOW TO ENTER/WIN:**

To participate, listeners must do the following:

- 1. From Monday, July 1, 2024 July 27, 2024 listeners will be instructed to be a specific numbered caller at 702 647 6468 to win a family 4 pack of tickets to COWABUNGA CANYON WATERPARK valued at approximately \$200 provide by Cowabunga Canyon for promotional purposes. The winner will also win entry into the LUCKY DUCKY DERBY with a chance to win the grand prize.
- 2. On Saturday, July 27, 2024, all contestants must come to COWABUNGA CANYON WATERPARK at 7055 S Fort Apache RD in Las Vegas to participate in the LUCKY DUCKY DERBY. Contestants may use the tickets provided to them as a qualifier to enter the park. Contestands must check-in at the POINT radio tent between 11AM 12:45 PM to draw a numbered duck from the bin. They will then be given a wristband with the same number as on the duck and their duck will be placed in a container with ducks for the race.
- 3. At approximately 1 pm all contestants' ducks will be placed at the Lazy River starting line and the race will begin. The course will be clearly marked, and the 1<sup>st</sup> duck to cross the finish line will be the winner. In the event of a tie, a random drawing will determine the winner.
- 4. The grand prize winner must go to Lotus Broadcasting at 8755 W Flamingo RD, Las Vegas during business hours and sign tax documents prior to claiming the grand prize. The winner will have approximately 30 days to claim their prize and have it installed by Silver State AC and Plumbing at their residence. The air conditioner is nontransferable and there will not be a cash buy-out available. The old air conditioner removed from the winner's residence will become the property of Silver State AC and Plumbing.
- 5. By entering this contest all contestants agree to have their name, address, phone and email shared with Silver State Air Conditioning and Plumbing.

### **ELIGIBILITY RESTRICTIONS:**

1. Employees of Lotus Broadcasting and its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Las Vegas, NV metropolitan area, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in this contest. For purposes of this contest, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.

# **PRIZES:**

1. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.

- 2. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value.
- 3. Prizes will be awarded only upon winner verification and final approval by Lotus Broadcasting.
- 4 If for any reason a contest winner provides notice that they have decided not to accept an awarded prize, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of Lotus Broadcasting if another entrant is to be selected as the winner if time permits.
- 5. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by Lotus Broadcasting, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse Lotus Broadcasting and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by winner.

#### **GENERAL CONDITIONS:**

- 1. Winners are responsible for all applicable taxes associated with the receipt of the prize and any person winning over \$600.00 in prizes in the aggregate will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
- 2. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state and local laws and regulations
- 3. Odds of winning depend upon the number of eligible contestants participating during the Contest Period.
- 4. By participating in the contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation. By entering this contest, each participant agrees to comply with the Official Rules and the decisions of the contest sponsor which shall be final and binding in all aspects relating to the contest.
- 5. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their prize.
- 6. Lotus Broadcasting retains the right to disqualify any contestant if all contest rules are not followed. Contest void if prohibited by law.
- 7. So long as no participant is materially adversely affected, Lotus Broadcasting reserves the right to make changes in the contest rules, which will become effective upon being announced on the air and / or posted online.
- 8. WARNING: Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations. Contest participants should not rely on streamed broadcasts to participate in contests.
- 9. Lotus Broadcasting, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any contestant to complete or continue a telephone call, facsimile transmission or internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries. In addition, Lotus Broadcasting, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for lost, misdirected, mutilated, illegible or incomplete contest entries. Once submitted, entries become the property of Lotus Broadcasting and will not be returned.
- 10. By accepting the prize, the winner acknowledges that Lotus Broadcasting has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

- 11. Lotus Broadcasting. its subsidiaries, its affiliates, participating sponsors and any other promotional parties will not assume any responsibility for any changes in the execution of the contest, including; cancellation of the contest as a result of the occurrence of events not within the control of Lotus Broadcasting, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event, such an act should occur, Lotus Broadcasting may in its sole discretion, offer the winner comparable prize(s) currently being offered by Lotus Broadcasting in lieu of the Prize originally awarded.
- 12. If for any reason, a contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of a contest is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Contest entries, or any other causes beyond the control which corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, Lotus Broadcasting reserve the right to cancel, terminate, modify or suspend the contest at their sole discretion.
- 13. Any attempt by an entrant to deliberately undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, Lotus Broadcasting reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
- 14. Copies of contest rules are available upon request during regular business hours, Monday Friday 8:00a.m. to 5:00 p.m., in the offices of Lotus Broadcasting located at 8755 West Flamingo RD, Las Vegas, NV., 89147. Copies of contest rules may also be made available on station website and during on-site / in-person remote events.