Bath Fitter & Lotus Seattle's Bath Fitter: Make My Bathroom Better Online Photo Enter To Win OFFICIAL ONLINE ENTRY CONTEST RULES NO PURCHASE OR OBLIGATION NECESSARY

Station: Lotus Seattle Corp. dba KVI, KNWN, KPLZ

Station Address: KVI, KNWN, KPLZ GEM Plaza, 221 1st Ave West, #400, Seattle, WA. 98119 Station's Website: <u>www.kvi.com</u>, <u>www.nwnewsradio.com</u>, <u>www.crankthehankseattle.com</u> Station's Privacy Policy: <u>www.kvi.com/privacy-policy</u>, <u>www.nwnewsradio.com/privacy-policy</u>, <u>www.crankthehankseattle.com/privacy-policy</u>

Station's Website Terms and Conditions: www.kvi.com/terms-of-use,

www.nwnewsradio.com/terms-of-use, www.crankthehankseattle.com/terms-of-use

This contest is subject to all applicable laws and regulations and is void where prohibited.

CONTEST DETAILS

1. CONTEST TERMS

- a. Contest Name: Bath Fitter & Lotus Seattle's Bath Fitter: Make My Bathroom Better
- b. Contest Area: Snohomish, Thurston, Kitsap Island, Pierce, Mason, Jefferson, Skagit, Kittitas, Grays Harbor, Lewis, Cowiltz, Whatcom, San Juan, Clallam, and King Counties
- c. Contest Sponsor(s): Lotus Seattle Corp., Bath Fitter NW
- d. Age of Eligibility: Eighteen (18)
- e. Contest Period: Monday, June 24th, 2024 to Sunday, July 28th, 2024
 - i. Photo Submissions Entry Period: June 24th through July 7th, 2024
 - ii. Round 1 Voting Period: July 8th through 14th, 2024
 - iii. Round 2 Voting Period: July 15th through 21st, 2024
 - iv. Round 3 Voting Period: July 22nd through 28th, 2024
- f. Total Number of Winners for Contest Period: One (1)
- g. Odds of winning depend on the number of entries received.
- h. Remaining valid entries will not carry over any future promotions.
- i. Winners will be notified of their win via phone.

2. PRIZES (for promotional purposes)

- a. Prize Providers:
 - i. Lotus Seattle Corp
 - ii. Bath Fitter NW
- b. Total prize valued at \$9,500
 - i. One (1) Bathroom Remodel provided by Bath Fitter NW, valued at \$9,500
 - 1. Includes a \$7,500 tub or shower
 - 2. Includes \$2,000 to cover hard costs

3. HOW TO ENTER

a. To enter, visit the Contests page on crankthehankseattle.com, www.kvi.com, and / or www.nwnewsradio.com and click the entry link on the contest page. Confirm details (name, email address, phone number, mailing address), and add a picture of the bathroom you would like to have remodeled, and click submit. No mechanically reproduced or completed entries will be accepted. Entries will be accepted from Monday, June 24th through Sunday, July 7th, 2024

4. HOW TO WIN

- a. Winner(s) will be Determined by public voting, which will occur on the kvi.com, crankthehankseattle.com and nwnewsradio.com websites. Voting is to be based on what participants find the worst bathroom to look like.
- b. First round voting will take place from Monday, July 8th, 2024 to Sunday, July 14th, 2024.
- c. Second round voting will be from the top fifteen (15) top bathrooms being those that make it to the second round, based on votes. Second round voting will take place from Monday, July 15th, 2024 to Sunday, July 21st, 2024.
- d. Third round voting will be the finalist round, with the five (5) top bathrooms being those that make it to the final round. Third round voting will take place from Monday, July 22nd, 2024 to Sunday, July 28th, 2024. The winner from second round voting will be the grand prize winner.
 - i. In the event of a tie, there will be a random drawing to select the winner.

PRIZE TERMS

- 1. 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. All prizes and prize packages are provided as is and may not be altered or modified. If the prize winner chooses the option to forfeit the prize/prize pack, the prize/prize pack will be forfeited in its entirety.
- 2. Any person winning over \$600 dollars in the aggregate from Lotus Seattle Corp. will receive an IRS 1099 form at the end of the calendar year for tax purposes and a copy will be filed with IRS as required by law.
- 3. Bath Fitters guarantees the prize package will not exceed \$9,500, and there will be no additional cost to the winner.

ELIGIBILITY

- 1. To be eligible to participate in the Contest, entrants must be U.S. residents who are at least the Age of Eligibility and reside in the Contest Area. Residents and citizens of the European Union are not eligible to enter or win this Contest.
- 2. Employees of Lotus Seattle Corp., Lotus Communications Corporation, Station (collectively, the "Company"), Sponsor(s), Prize Provider(s), each of their affiliated

companies, advertising and promotion agencies, any and all local television broadcast and cable stations, local radio and other media companies, and the immediate family members of each are ineligible. The term "immediate family" includes spouses, domestic partners, grandparents, parents, siblings, children, grandchildren, and any other relatives who reside in the same household with employee.

- 3. To be eligible to participate in the Contest, entrants must have a valid, working email address.
- 4. To be eligible to participate in the Contest, entrants must be the homeowner.

GENERAL TERMS AND CONDITIONS

- 1. Station is not responsible for any telephone system failure or malfunctions or other inability of entrants to reach telephone entry line. All entries received from ineligible entrants will be void. All entries become the property of the Company and will not be acknowledged or returned.
- 2. The Contest will be judged by Station personnel, and the decision of the judges will be final as to all matters, including (i) the order in which calls were received and (ii) whether any answer required to be given is correct. By calling the designated telephone line, each entrant gives permission to Station to record and/or broadcast contestant's telephone call. Poorly connected or disconnected cellular phone calls may be disqualified. Calls for entrants are taken in order of receipt. In the event that more than one voice is heard on the phone line, the winner will be the first person to speak. If the judge(s) is not able to determine which caller was first, a random drawing will be held to determine the winner. The use of switching or programming equipment by anyone is in violation of contest rules and is not permitted. Due to any time delay between the Station's on-air signal and the Station's online streaming, listeners who listen the Station's online stream may hear a cue to call later than listeners' listening to the Station's on-air signal. As a result, the odds of an online/mobile listener being able to enter or become a winner may be diminished.
- 3. Station cannot be held liable for any lost or stolen entries, prizes or contest information. Station is not responsible for any technological malfunction, or human error relating to the Contest.
- 4. Prizes are provided "as is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement or intellectual property, or fitness for any particular purpose. Prizes are subject to the Sponsor(s) and/or Prize Provider(s) standard terms and conditions, and expiration dates. For any ticket related prizes, Station, Sponsor(s) and Prize Provider(s) are not responsible if any event or performance is cancelled or postponed.
- 5. Each winner will be notified at the time of his/her call. Before claiming any prize, each winner must provide his/her correct name, address and telephone number to Station at the time of notification. Each winner must sign and return a release and affidavit of eligibility, which must be received within three (3) days of notification (or less due to

prize use time constraints). Each winner must show picture identification to claim his/her prize. Station reserves the right to examine additional identification and may choose to accept or deny awarding any prize based on the identification presented. The winner may select one of two ways to receive his/her prize after completed paperwork is received: A) The Prize will be mailed via the United States Postal Service; or B) The Prize may be picked up in person during regular weekday business hours (8am to 5pm) at the Station's Address after calling (206) 404-3055 to schedule an appointment for pick-up. An appointment must be made if a winner chooses to pick-up his/her prize at the Station. Prize pick-up will not be available without an appointment. Winners who elect to have their Prize mailed expressly agree and acknowledge that the Station and Company are not responsible for any lost, stolen, misdirected and/or damaged prize. The Station will not replace any prize.

- 6. If a winner does not timely sign and return the release and affidavit of eligibility, then the prize will be forfeited, an alternate winner will not be selected, and the prize will remain the property of the Station.
- 7. There will be no substitutions or cash alternatives for any prize except at the sole discretion of Station. The Station has the right to substitute a prize of similar value. No sale, transfer or assignment of any prize is allowed.
- 8. Each winner is responsible for paying all local, county, state and federal taxes on prizes based on the estimated retail value of the prizes as set forth in these rules. Each winner must sign a W-9 form prior to receiving prize.
- 9. The Company is not liable if the provider of any part of a prize fails to satisfy its obligations to furnish its portion of the prize.
- 10. The Company, Sponsor(s), and Prize Provider(s) accept no responsibility or liability in connection with any injuries, losses or damages of any kind directly or indirectly caused by or resulting from the acceptance, possession or use of any prize awarded in the Contest. By entering, entrants agree to release the Company, Sponsor(s), and Prize Provider(s), and each of their respective parent, affiliates, officers, directors, employees and agents, from any and all claims, loss, damage or injury as a result of or incident to his/her participation in the Contest or his/her use of the prize. Entrants further acknowledge and agree that if a winner, the Company has the right to publicize entrant's name, character, likeness, photograph, voice and the fact that entrant is a winner of the Contest for promotional purposes, without financial remuneration.
- Complete Official Rules for the Contest are available Monday through Friday during normal business hours at the Station and on the Station's Website. For a list of prize winners, send a separate, self-addressed, stamped envelope to the Station within thirty (30) days of the end of the Contest Period.
- 12. The Station has the right to disqualify any entrant it determines has not complied with the Contest Rules. All decisions by the Station shall be final and binding relating to this contest, including the interpretation of the Contest Rules. Station reserves the right to

make rules and contest changes and change the contest dates. Station reserves the right to cancel/terminate, modify or suspend the Contest if in Station's sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or force majeure or any other causes beyond the Station's control.

- 13. The Contest is subject to the Station's Privacy Policy and the Station's Website Terms and Conditions located on the Station's Website
- 14. Station may release winner information to the prize provider(s), if it is needed in order to fulfill prize distribution. Information may include name, email, birthday, phone number and mailing address.
- 15. Lotus Seattle Corp., 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, provides untruthful information or is otherwise in violation of the Official Rules.

All capitalized terms shall have the meanings set forth above.