WKHQ - 106 KHQ
106 KHQ's Hi-Lo Jackpot
Official Promotion Rules

The following rules shall govern 106 KHQ's Hi-Lo Jackpot. **These contest-specific rules should be read in conjunction with 106 KHQ's General Contest Rules, which are applicable to all contests conducted by 106 KHQ.**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Promotional Period: The Promotion begins on or around October 12th, 2026 and ends TBD, November, 2026**

2. **Entry Deadline**: The deadline to enter has not been determined, and will be based on the accuracy of correct or incorrect guesses.

3. **Eligibility**

The 106 KHQ Hi-Lo Jackpot is open to Michigan residents, eighteen and older, except for the following individuals: employees or families of employees of the station or its sponsors; this Promotion is subject to all applicable federal, state, and local laws and regulations. This Promotion is void outside the United States and where prohibited. Participants are eligible to participate up to 4 times per day.

Participants must sign all contest release and waiver forms required by station before accepting prize. Entrants are required to provide truthful information in all Promotion submissions and when requested by the Station in connection with this Promotion. The Station reserves the right to reject or delete any entry that it discovers to be false or fraudulent. The Station reserves the right disqualify any entry from any individual who does not meet the eligibility requirements or whom it discovers has provided false or fraudulent information. The Station will delete any and all entries as may be required by law.

4. <u>Promotional Sponsor:</u> 106 KHQ is the sole sponsor of this Promotion.

5. Entry Method:

Participants who wish to participate in the Contest must do so by being the tenth caller to 231-947-1106 when the cue to call is given at 7:10am, 12:10pm, 4:10pm, or 7:10pm Monday thru Friday beginning on Monday, October 12th. Then, participants will guess a dollar amount, including dollars and cents. The Station will inform the participant, and others listening if that guess is either "too high", "too low", or "correct."

Participants are required to submit all requested information, which may include their first and last name, telephone number, email address, address, city, state, zip code, and certify they meet the age requirements, in order to participate. The Station reserves the right to delete, reject, remove, or otherwise not consider any submission which does not contain all requested information. Multiple Participants are not permitted to utilize the same phone number. Failing to provide separate phone numbers for each Participant may result in a Participant's submission being disqualified. In order to avoid disqualification, only the authorized account holder of the submitted phone number should use that phone number to participate. The authorized account holder is the natural person who is assigned to the phone number by the provider. Participants may not utilize more than one email

address to increase the number of submissions for that Participant. Use of any device or method to automate entry is prohibited.

THE STATION RESERVES THE RIGHT TO DISQUALIFY ANY PARTICIPANT WHO VIOLATES THIS PROVISION OR ANY OF THESE RULES FROM SELECTION AS THAT WEEK'S WINNER AND FROM THE CONTEST OVERALL.

This Promotion is only sponsored by the individuals and entities defined as Sponsors herein and in no way sponsored, endorsed or administered by any third party, including social media platforms or search engines. By submission of an entry, the Participant releases all Sponsors from any responsibility or liability for the Promotion's administration, prizes or promotion. A Participant's entry information is being provided to the Station only.

Sponsors are not responsible for any technical issues which may result in an invalid submission, including disrupted , delayed, lost, or unavailable internet connections; cell phone service and/or carrier issues; computer failures, errors, or data loss of any kind; failed, incomplete, garbled or deleted computer or network transmissions; inability to access any website or online service; any other error or malfunction, late, lost, illegible or misdirected entries; or for printing errors in any advertisement, entry form or the rules.

By use of the Station's phone number and by entering the Contest, the Participant agrees to the Station's Website Terms of Use Agreement and to the use of the Participant's personal information as described in the Station's Privacy Policy, located on the Station's website. Through participation in this Contest, Participants agree to receive marketing materials from the Station and Station's contest sponsors. If Participants have questions about the collection or use of their personal information, Participants should contact the Station using the below information.

Entry materials that have been tampered with or altered are void. If the Contest Administrators determine, in their sole discretion, that there is any suspected or actual electronic tampering with the Contest or if technical difficulties compromise the integrity of the Contest, the Sponsors reserve the right to void the entries at issue and/or terminate the Contest and conduct a random drawing to award the prize among all eligible entries received as of the termination date. If the Contest is terminated due to tampering or technical difficulties prior to its expiration date, a notice will be posted on the Station's website. If, for any reason, the Contest is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest. Sponsors reserve the right to disqualify any Participant that tampers with the operation of the Contest or violates the Official Rules of the Contest.

5. Prizes and Odds of Winning.

a) 106 KHQ's Hi-Lo Jackpot Estimated Prize Value will vary.

b) A Participant's odds of winning Grand Prize depend upon the number of Participants, and how often they listen in to other guesses to help themselves narrow down the final amount.

6. Winner Selection and Notification.

Selection of Grand Prize Winner:Winners will be selected on the date of correct jackpot guess, excluding U.S. National Holidays, during the Promotional Period. To win, a Participant must correctly guess the current Jackpot amount to the exact dollars and cents.

All winner information, such as name and location, will be collected at the time that the winner is contacted. This information will be sent to the local Station. Winners will be notified by the station about when to pick up their prize. The Station will notify winners of when to pick up their prize as soon as practicably possible. Any prizes, certificates, or checks not claimed within 60 days of notice will be forfeited by the winner. Winner prizes must be claimed by the selected winner, in person, at the Station's designated location, with proper identification. The Station reserves the right to refuse to deliver any check, prize, or certificate to any individual whose proper identification does not match the information provided by the selected winner at the time they are contacted, or in accordance with all federal, state, and local laws. Decisions of Station management with respect to the Contest are final.

The Sponsors are not responsible for any technical issues, natural disasters, or other intervening factor which may prevent the Contest Administrator from being able to reach the selected Participant. The Sponsors are also not responsible for any technical issues, natural disasters, or other intervening factors which prevent the selected winner's contact information from being correctly recorded or provided to the Station. It is the responsibility of the selected winner to ensure that the information provided at the time of contact is correct. Any failure to provide correct information may result in the prize being forfeited or the winner being unable to collect the prize. The Station and Sponsors reserve the right to withhold any prizes which they suspect may be fraudulently obtained.

7. General

a) Payments of all federal, state, and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at $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 a prize constitutes a winner's and guest's (where applicable) permission for the station or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its Sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, station may, where legal, require a winner to sign a publicity release confirming such consent prior to acceptance of the prize. In the case of a conflict between this paragraph 3b and any other provision of these contest rules, this provision 3b shall govern. By accepting the prize, each winner grants to Sponsors the right to use the winner's name, voice, picture and/or likeness for purposes of advertising and publicity in any and all media now known or hereafter invented, without further permission or additional compensation (except where prohibited by law). All expenses on receipt and use of prize are the sole responsibility of winner. Winner by acceptance of their prizes, agree to release the Station and their advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any Contest or prize-related activity or to station to collect the prize.

c) No prize transfers. Offer subject to federal, state and local regulations and laws and is void where restricted or prohibited. By entering, participants agree to these rules and the decisions of the Sponsors.

d) To the fullest extent permitted by law, by participating in the Promotion, you:

1. agree to grant station a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of, or connected with, your contest entry
(the "Materials"), or any portion thereof, in any manner and in any and all formats and media now

known or hereafter devised, without payment to you or any third party;
2. acknowledge that station reserves the right, in its sole discretion, not to use the Materials at all; and 3. represent and warrant that: you are at least as old as the age of majority in your state; you have the full legal right, power and authority to grant to station the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

e) Prior to awarding any prize station in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

f) To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the station conducting the Promotion, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, the Promotion administrators, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. Station may also require eligible Promotion winner to sign a liability release confirming such consent.

g) The station conducting the Promotion, 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 the station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The station conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the station in is sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the station conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or canceled, the station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

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 sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Station's control.

8. Official Rules and Winner List

To obtain a physical copy of the General Contest Rules, these contest-specific rules, or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed envelope specifying “General Contest Rules,” and/or 106 KHQ Hi-Lo Jackpot by November 30th, 2026 to: Hits 106 KHQ, Address: PO Box 286, Petoskey, Michigan, 49770.

9. **Terms of Use Agreement & Privacy Policy**

For questions regarding our Terms of Use and Privacy Policy, please contact:
106 KHQ
PO Box 286
Petoskey, MI 49770
231-947-1106
programming@106khq.com