

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.



KALV: WENDY'S BASKETBALL CONTEST

Instagram Promotion

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

1. How to Enter:
 - a. KALV: Wendy's Basketball Contest (the "Promotion") will be conducted by KALV-FM (the "Station"). The Promotion begins on Monday, March 20, 2017, and ends on Wednesday, March 29, 2017 (the "Promotion Dates").
 - b. To enter the Promotion, entrants may enter online via Instagram beginning on March 20, 2017 at 6:00 a.m. Mountain Standard Time ("MST") and ending on March 28, 2017 at 11:59 p.m. MST (the "Entry Period"). To enter on Instagram, entrant will need to have a valid Instagram account. If they do not already have one, entrants can open an Instagram account for free at www.instagram.com. Entrant must post an original photo of themselves in front of or with a Wendy's sign, use the hashtag **#WinItWithWendysEntry** and tag **@live1015phoenix** during the Entry Period. **Entrants' Instagram accounts must be set to "public" for the entry to be valid.** You will receive one (1) entry for each Instagram post. Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address or Instagram account. Multiple participants are not permitted to share the same email address or Instagram account. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. By entering the Promotion, entrants consent to be subject to all notices posted online including but not limited to CBS Radio's/Station's Privacy Policy as applicable. Use of Instagram as a means of entry will be subject to Instagram's privacy policy and terms of service. Entrant specifically agrees to release Instagram from any and all liability associated with this Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

c. Entrant must have the right to submit any content (“Content”), none of which may defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or proprietary rights including but not limited to copyrights or trademarks. Content must be the original work of entrant, and any elements appearing in the Content, including, without limitation, photographs, comments, art or any other materials, must be entrant’s own original work, created by entrant, or be in the public domain. Further, by participating in the Promotion, entrant grants to the Station a perpetual, royalty-free license to use and publish the Content in connection with the Promotion and for marketing and promotional purposes in any media now existing or hereafter created without any notification, opportunity to review, right of approval, or additional consideration whatsoever. Unless otherwise specified, any material, text or otherwise, included as part of the Content must be in the English language, and no personal information, including but not limited to name, image, or likeness of any person other than the entrant, or those from whom the entrant has obtained permission (or from their parents/guardians if individuals are minors), is to be included or referred to in the Content. As determined by the Station in its sole discretion, Content must not include, depict, reference or promote any indecent or inappropriate subjects or include obscenities, profanity, offensiveness, materially dangerous activities or violence, sexual explicitness, drug use, commercial products or services of third parties, material that is defamatory, disparaging, misrepresentative, discriminatory, false or misleading, or otherwise unlawful, or any material that infringes on another’s rights. The Station reserves the right to disqualify any entry that includes Content that it deems, in its sole discretion, to be indecent or inappropriate, unsuitable for public display, broadcast, or posting on any Station-administered website (i.e., entries must be radio clean), otherwise in violation of these guidelines or which communicate messages or images inconsistent with the positive images and/or goodwill to which the Station and its sponsor(s) wish to associate. Entries that do not comply with these guidelines may not be eligible.

c. There will be up to a total of one (1) winner selected in the Promotion.

2. Eligibility Restrictions:

a. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older at the time of entry and who reside in Arizona. Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of The Wendy’s Company, the Station, CBS Radio Inc., each of their respective parents, subsidiaries, and affiliates, the Station’s advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the “Promotion Entities”) and other radio stations in the Station’s market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject

to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

- a. The winner may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- b. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. Prizes:

- a. One (1) prize provided by Wendy's will be awarded at the conclusion of the promotion. Prize consists of four (4) tickets (valid for prize winner and three (3) guests) to the NCAA Final Four Championship game at the University of Phoenix Stadium (1 Cardinals Dr, Glendale, AZ 85305) on April 3, 2017. The Approximate Retail Value ("ARV") of the prize is \$960.00.
- b. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). Tickets valid only on the date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related event(s).
- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. The winner will forfeit any prize(s) or prize certificate(s) not claimed by March 31, 2017 at 5:00 p.m. MST. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss or delay. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).

- d. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). The Prize(s) is provided as is. Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply. Other restrictions may apply.
4. Winner Selection and Notification:
- a. Decisions of the Station with respect to the Promotion are final.
 - b. One (1) potential winner will be selected on Wednesday, March 29, 2017, at approximately 10:00 a.m. MST in a random drawing of all valid entries received during the Entry Period.
 - c. Odds of winning depend upon the number of valid entries received during Entry Period.
 - d. The winner does not need to listen to the Station or be present to win.
 - e. **Potential winner will be notified via a direct message to their Instagram account on Wednesday, March 29, 2017, after 10:00 a.m. MST.** Instagram entrants must monitor their Instagram accounts and respond promptly to any Direct Message notifications from the Station or risk forfeiting the prize. The notification shall include instructions on claiming the prize. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. **Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and execute and return an affidavit of acceptance, eligibility, liability and publicity release by 5:00 p.m. MST on March 31, 2017, or the prize will be forfeited and no alternate prize winner will be selected.** If a winner has not reached the age of majority in his/her state of residence the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). The Promotion Entities are not responsible

for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

5. Conditions:

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce, advertising and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and 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 the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of

the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

- e. 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(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. 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 the Released Parties' control.
- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant

has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- g. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
 - h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
 - i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to "KALV: Wendy's Basketball Contest – Official Rules," Attn: Promotions, KALV-FM: 840 N. Central Ave. Phoenix, AZ 85004. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked "KALV: Wendy's Basketball Contest – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and online at www.live1015phoenix.com.com.
6. Privacy:
- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at www.live1015phoenix.com.com. In the event of conflict

between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator: KALV-FM: 840 N. Central Ave. Phoenix, AZ 85004.

Sponsor: The Wendy's Company, 2429 W. 12th St. Suite 1, Tempe, AZ 85281.

NCAA is neither a sponsor nor administrator of this Promotion. NCAA and Final Four are trademarks of the National Collegiate Athletic Association. The Wendy's Company is an official corporate partner of the NCAA.