

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'S SHAWN MENDES FLYAWAY TEXT CONTEST RULES**

### **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. These rules govern the "Shawn Mendes Flyaway Text Contest" promotion (the "Promotion") being conducted by KALV (the "Station"). The Promotion begins on Monday, July 17, 2017, and ends on Monday, July 24, 2017 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter each day by text message or online beginning on Monday, July 17, 2017, through Friday, July 21, 2017, at approximately 6:00 am Mountain Standard Time ("MST"), 8:00 am MST, 11:00 am MST, 3:00 pm MST and 5:00 pm MST (the "Entry Period"). Listen to the Station on-air during the Entry Period for the announcements of the Keywords ("Keywords") during the following dates and approximate times listed below. Then continue listening; the Station will announce the cue-to-enter ("Cue") on-air approximately twenty to forty (20-40) minutes after each Keyword announcement. Entrants may then enter online or by text using the respective Keyword until the top of the hour following each Cue announcement. Any entries received before the Cue is aired will be disqualified. (For example, if the Keyword is announced at 8:00pm MST and the Cue airs at 8:30pm MST, the Keyword would be valid from 8:30pm MST to 9:00pm MST.) Entries without the correct Keyword for that specific hour and day will be disqualified.

Keywords will be deemed correct and valid at the sole discretion of the Station. Station will be the timekeeper for this Promotion at its sole discretion. Upon hearing the Cue, enter by text or online as follows:

- (i). **Text Method**: Text the Keyword announced on air for that specific hour and day to 21015 to enter the Promotion. Message and data rates may apply. Wireless service providers may charge entrants for each text message, including any error message that is sent or received in connection with the Promotion. The Station is not responsible for any fees and taxes incurred by an entrant for this method of entry. **BY ENTERING**

**BY TEXT, ENTRANTS CONSENT TO RECEIVE AT LEAST ONE (1) AUTODIALED INFORMATIONAL TEXT MESSAGE FROM THE STATION ON THEIR WIRELESS NUMBER, INCLUDING A MESSAGE CONFIRMING ENTRY AND LEGAL DISCLAIMERS, AND ENTRANTS UNDERSTAND THAT THEIR CONSENT IS NOT REQUIRED AS A CONDITION OF PURCHASE.** Text entrants consent to receive additional autodialed text messages or a notification phone call at the number from which the text entry was received if selected as a qualifier, finalist or winner, as applicable, and to accept any charges associated therewith. Potential prize winner(s) in a text message promotion must provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth to verify eligibility. P.O. Boxes are not permitted. By entering by text, entrants consent to receive a confirmation text message from the Station.

OR

(ii). **Online Method**: Visit [live1015phoenix.com](http://live1015phoenix.com) and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Each entry must include the Keyword for that specific Cue. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. P.O. Boxes are not permitted. 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.

- a. Limit one (1) entry per person per Keyword/Cue, regardless of entry method. Multiple participants are not permitted to share the same phone number or email address.
- b. There will be up to a total of one (1) Prize winner selected in the Promotion.
- c. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays of any nature.

## 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 Republic Records, 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.

- b. Only one (1) winner per household is permitted in any Station-conducted promotion.
- c. 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 will be awarded in this Promotion. The Prize includes the following:
  - i. Round-trip coach airfare for the Prize winner and one (1) guest (18 years of age or older) between an airport in the Phoenix area and a Brooklyn, New York area airport departing on Wednesday, August 16, 2017, and returning on Thursday, August 17, 2017;
  - ii. One (1) night hotel accommodations for two (2) (one (1) room, standard double occupancy) at a Brooklyn, New York area hotel on the night of Wednesday, August 16, 2017;
  - iii. Two (2) tickets to the Shawn Mendes concert at Barclays Center, Brooklyn, New York (620 Atlantic Ave, Brooklyn, NY 11217) on Wednesday, August 16, 2017.
  - iv. The Approximate Retail Value (“ARV”) of the Prize is \$2000.00. Actual value may vary based on point of departure and dates of travel. Any difference between stated value and actual value will not be awarded. Certain travel restrictions may apply. Travel arrangements must be made through the Station or its designee. Prize(s) is subject to availability. If the Prize winner cannot travel on date(s) specified by the Station, the winner may be disqualified, and an alternate winner may be selected (time permitting) at the Station’s sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport and/or to/from the hotel and

to/from the concert venue, are the responsibility of the winner. Travel must be round trip. Station will determine itinerary and airline, if applicable, in its sole discretion. The winner and guest must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. Airline regulations apply. If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. The winner and guest must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel 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 will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. No refund or compensation will be made in the event of the cancellation or delay of any flight. The Station, in its sole discretion, reserves the right to deny entry to or to remove the Prize winner and/or guest if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any prize related event.

- b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates for the Prize must be claimed at the office of the Station at the address below during regular business hours. **The Prize Winner will forfeit any prize(s) or prize certificate(s) not claimed by 5:00pm MST on Friday, July 28, 2017.** 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. The Station and CBS Radio are not responsible for the safe arrival of a prize(s) or prize certificate(s).
- c. 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 management with respect to the Promotion are final.
- b. One (1) Prize winner will be selected on Monday, July 24, 2017, at approximately 9:00am MST in a random drawing of all eligible online and text entries received.
- c. Odds of winning a Prize depend on the number of eligible text and online entries received.
- d. Prize winner must listen to the Station to win the Prize but does not need to be present to win the Prize.
- e. Potential Prize winner will be notified of winning by telephone promptly following the drawing. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. If the Prize winner and his/her guest fails to sign and return the required affidavit of eligibility and/or liability/publicity release by 5:00pm (noon) local time on Friday, July 28, 2017, or if a prize or prize notification is returned as undeliverable, the potential Prize winner forfeits the Prize and an alternate Prize winner will not be selected.

#### 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 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, in perpetuity,

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 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 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. 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).
- 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 for receipt by the first business day following the end of the Promotion Dates to “Shawn Mendes Flyaway Text Contest (7/17) – Official Rules,” Attn: Promotions, KALV-FM, 840 N Central Ave., Phoenix, AZ 85004. For the names of the winners send a self-addressed stamped envelope for receipt within 60 days following the end of the Promotion Dates to the above address marked “Shawn Mendes Flyaway Text Contest (7/17) – 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 may be posted online at [live1015phoenix.com](http://live1015phoenix.com).

## 6. PRIVACY

- a. By participating in the Promotion, you agree to the Station’s Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at [live1015phoenix.com](http://live1015phoenix.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.

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

Sponsors: Republic Records, 2220 Colorado Ave., Santa Monica, CA 90404