

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

STAND UP & SWIPE OUT BULLYING

OFFICIAL RULES

NO PURCHASE OR PAYMENT OR ENLISTMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OR ENLISTMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Contest Administrator/Station: KHTK-AM and KZZO-FM, 280 Commerce Circle, Sacramento, California 95815.

Contest Sponsor: Kids Card Dental & Orthodontics, 1110 Corporate Way, Suite 200, Sacramento, California 95831.

1. HOW TO ENTER

- a. These rules govern the Stand Up & Swipe Out Bullying Contest ("Contest"), which is being conducted by KHTK-AM and KZZO-FM (collectively "Station"). The Contest begins on February 3, 2020 and ends on March 6, 2020 ("Contest Dates"). Entrants, as defined below, may enter online and at Enter to Win boxes at eight (8) different Contest Sponsor locations.
- b. This Contest is being conducted concurrently and simultaneously on multiple participating radio stations owned by Bonneville International Corporation. The multiple radio stations participating in this Contest are listed above. All the radio stations participating in this Contest are located in Sacramento, California and broadcast within the listening area in and around Sacramento, California.
- c. To enter the Contest, the student, along with the consent of their parent or legal guardian ("Entrant") may enter the Contest beginning on February 3, 2020 at 7:00 a.m. (PST) and ending on March 6, 2020 at 5:00 p.m. (PST) ("Entry Period") as follows:
 - i. To enter online, visit www.khtk.com or www.now100fm.com and follow the links and instructions to enter the Contest and complete and submit the online entry form that includes, student's promise to Stand Up & Swipe Out Bullying, student's signature, parent or legal guardian signature and name of student's school ("Online Submission") during the Entry Period outlined above. If the student is under the age of 13, please use only your parent's or legal guardian's name on the Online Submission. The parents or legal guardians for the students are subject

to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Only one (1) entry per eligible Entrant during the Entry Period. Online Submissions may not be acknowledged or returned. Proof of submission of an Online Submission shall not be deemed proof of receipt by the Contest Administrator. If the Entrant completes an Online Submission and would like to receive a Stand Up & Swipe Out Bullying wristband, please have their parent or legal guardian send an email request to cherenda@bonneville.com that includes the parent or legal guardian's name and address.

- ii. To Enter to Win at Contest Sponsor's eight (8) different locations, Entrants must complete an entry form in person and deposit it in the Enter to Win box starting on February 3, 2020 at 7:00 a.m. (PST) running through March 6, 2020 at 5:00 p.m. (PST). Entrants must complete the entry form that includes student's promise to Stand Up & Swipe Out Bullying, student's signature, parent or legal guardian signature and name of student's school ("Enter to Win Submission"). If the student is under the age of 13, please use only your parent's or legal guardian's name on the Enter to Win Submission. Incomplete entry forms will not be eligible. Only one (1) entry per Entrant is permitted. While at the Contest Sponsor locations, the Entrants may be able to obtain a Stand Up & Swipe Out Bullying wristband, while supplies last. The Contest Sponsor's Enter to Win boxes are located at:

1. 8191 Timberlake Way, Suite 100, Sacramento, California 95823;
2. 7401 Laguna Boulevard, Suite 120, Elk Grove, California 95758;
3. 2545 East Bidwell Street, Suite 100, Folsom, California 95630;
4. 6300 Garfield Avenue, Suite 150, Sacramento, California 95841;
5. 4670 Natomas Blvd, Suite 100, Sacramento, California 95835;
6. 3101 Zinfandel Drive, Suite 120, Rancho Cordova, California 95670; and
7. 1230 Roseville Parkway, Suite 120, Roseville, California 95678.
8. 1110 Corporate Way, Suite 200, Sacramento, California 95831.

- iii. Enter to Win Submissions will be gathered by Station on March 6, 2020. Entries from the Enter to Win Submissions will be combined with all Online Submissions, and the school with the highest combined number of Online Submissions and Enter to Win Submissions will be nominated as the winner ("Winner") on March 9, 2020 at approximately 12:00 p.m. (PST) and will win the prize, provided that the school can accommodate the prize on March 11, 2020. If the school with the highest number of

Online Submissions and Enter to Win Submissions is not able to accommodate the prize on March 11, 2020, the Station will contact the school with the second highest, third highest, and so forth, until a Winner is nominated that can accommodate the prize.

- d. Entrant's parent or legal guardian may be provided with an opportunity to opt-in for membership/participation as part of the entry process, but membership/participation is not required to enter the contest.
- e. Only one (1) entry per Entrant, per method of entry indicated above is permitted in this Contest. There will be up to a total of one (1) Winner selected in the Contest.
- f. All Online Submissions and Enter to Win Submissions must be received by the end of the Entry Period.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to elementary, junior high or middle school, and high school students and their parents or legal guardians who are legal U.S. residents of the state of California, who reside in one of the six (6) jurisdictions that make up the listening areas of Sacramento, Folsom, Roseville, Lincoln, Rocklin, and Elk Grove. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, even if such individuals meet the age and residency requirements above: (i) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (iii) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. Unless the Station otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the thirty (30) days prior to entering the Stand Up & Swipe Out Bullying Contest are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to entering the Stand Up & Swipe Out Bullying Contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the Stand Up & Swipe Out Bullying Contest are not eligible to participate. Persons who

have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the Stand Up & Swipe Out Bullying Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.

- d. Parent or legal guardian consent must be obtained for the Online Submission and Enter to Win Submission to be eligible for this Contest. In the event that the parent or legal guardian consent cannot be obtained or if the Winner is found to be ineligible, that Online Submission or Enter to Win Submission will be disqualified from any prize.
- e. Entrants are required to provide truthful information and the Station will reject and delete any Online Submission or Enter to Win Submission 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 Online Submission or Enter to Win Submission as required by law.
- f. This Contest is subject to all applicable federal, state and local laws and regulations. By participating in this Contest and/or acceptance of prize(s), Entrant, along with their parent or legal guardian and Winner agree to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

3. PRIZES

- a. One (1) prize will be awarded. The prize consists of the following: One Station Pep Rally to be held at student's nominated school on March 11, 2020. The Pep Rally will involve two (2) concerts provided by Fitz and the Tantrums and Public. Each band will play four (4) songs. While at the school the students may be able to obtain a Stand Up & Swipe Out Bullying wristband, while supplies last. The Approximate Retail Value ("ARV") of the prize is (\$0). Transportation costs are excluded in the given price. 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 Station or Contest Administrator or Contest Sponsor, their sole responsibility to the Winner will be to award a prize of equal value.
- b. The Contest Sponsor and Station assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station are final.

- c. **If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.**

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. One (1) Winner will be selected in the Contest as described in Section 1(c)(iii) of these Official Rules.
- c. Odds of winning depend upon the number of eligible Online Submissions and Enter to Win Submissions received during the applicable Entry Period.
- d. Winners do not need to listen to the Station or be present to win. Potential Winner(s) will be notified of winning by telephone.

5. CONDITIONS

- a. 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 Contest. Failure to comply with the rules of the Contest 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 Contest, the Station may disqualify that Entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.
- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on their websites: www.khtk.com or www.now100fm.com within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall 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.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air, but only if the caller is eighteen

(18) years or older or if consent is received from the parent or legal guardian for callers under eighteen (18) years old. All telephone calls during the Contest may be taped without further permission from the caller but only if the caller is eighteen (18) years or older or if consent is received from the parent or legal guardian for callers under eighteen (18) years old.

- d. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any “deal-making” with or between other Contest Entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.
- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by Entrant, their parent or legal guardian and/or Winner to release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.
- f. The Released Parties are not responsible for: (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, 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, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Winner(s) 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 Contest cannot be conducted and/or if a prize, either in whole or in part, 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.

- g. Except where prohibited, by entering the Contest and/or acceptance of prize(s), each Entrant and their parent or legal guardian agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Sacramento, California; (ii) 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 (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. California law governs the interpretation and construction of these Official Rules and all aspects related thereto.

6. PRIVACY

- a. By participating in the Contest and/or acceptance of prize(s), Entrant, their parent or legal guardian and Winner(s) agree 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.khtk.com or www.now100fm.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. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

7. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(e), only one (1) entry per, per method of entry indicated above is permitted in this Contest. Any attempt by any one or more Entrants to obtain more than one (1) Online Submission and Enter to Win Submission will void all entries, and such Entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's websites: www.khtk.com or www.now100fm.com, in person at the Station 280 Commerce Circle, Sacramento CA 95815, during regular business hours 8:30 a.m. (PT) to 5:30 p.m. (PT) or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- c. For a list of winners, mail a request and a self-addressed stamped envelope to 280 Commerce Circle, Sacramento, California 95815, identifying "2020 Winners Stand Up & Swipe Out Bullying Contest. All requests for winner lists must be mailed and received by the Station no later than June 6, 2020. The

list of winners will only include the name of the winner's school due to privacy issues associated with the winner's information.