

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.

Sac5 Black Bear Diner 4/27

OFFICIAL RULES

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

Contest Administrator: KZZO, 280 Commerce Circle, Sacramento, CA 96815

Contest Sponsor: Black Bear Diner, 2700 El Centro Rd, Sacramento, CA 95833

1. HOW TO ENTER

- a. These rules govern the Sac5 Black Bear Diner 4/27 ("Contest"), which is being conducted by KZZO ("Station"). The Contest begins on Monday, April 27, 2020 and ends on Monday, May 4, 2020. ("Contest Dates"). Entrants may enter via texting ("on-air") or online only.
- b. To enter the Contest, entrant may enter by text message or online beginning on Monday, April 27, 2020 at 7:30PM PST and ending on Friday, May 1, 2020 at 8:30pm PST ("Entry Period").
  - i. To enter via text message, listen to the Station each weekday beginning on Monday, April 27, 2020 at 7:30PM PST and ending on Friday, May 1, 2020 at 8:30pm PST during these dates for the on-air personality to announce the cue to text. Upon hearing the cue to text, listeners must text the Keyword announced on-air to 21005 within the time period specified to enter the Contest. Only one entry per Keyword per person is permitted. By texting to enter the Contest, the listener consents to receive automated messages about the Contest on his or her cell phone. Standard message and data rates may apply. The frequency of automated message(s) that an individual may receive after entering the Contest may vary. If an individual wishes to stop receiving text messages, he or she can text STOP to cancel such messages. If an individual wishes to stop receiving text messages, he or she can text STOP to cancel such messages.

Terms are available at the Station's Terms of Use. Station assumes no responsibility for charges incurred for text messaging, including, without limitation, any text messages or Contest notices from the Station. To be eligible to win, entrants in the Contest 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 as addresses.

- ii. To enter the Contest online, visit [now100fm.com](http://now100fm.com) and follow the links and instructions, include the short code 21005, the Keyword announced on-air on the Station, and complete and submit the online entry form during the Entry Period outlined above. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Only one (1) entry per Keyword per person is permitted. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator. Online entrants will also be required to listen to the Station during the times listed above for the Keyword and short code and must submit them in the online entry form.
- 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, the Contest. Entrants should not rely on streamed broadcasts and are encouraged to listen to the Station on-air versus online. The Station is not responsible for any disadvantages or losses that result from online streaming delays of any nature, nor is station otherwise responsible for any delays in online streaming.
- d. Entrants 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 person is permitted regardless of the method of entry. There will be up to a total of five (5) winner(s) selected in the Contest.
- f. All text message and online entries must be received by the end of the Entry Period.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of CA, eighteen (18) years of age or older, and who reside in the Sacramento Metropolitan area as defined by Nielsen; this includes Yolo, Sacramento, Sutter, Nevada, Placer, and El Dorado Counties. 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: (1) 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; (2) 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 (3) 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 current 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 current 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 current 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 current contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.
- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. 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.
- f. This Contest 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.

### 3. PRIZES

- a. Five (5) prizes will be awarded. Each prize consists of one (1) gift card to Black Bear Diner (2700 El Centro Rd, Sacramento, CA 95833). The Approximate Retail Value ("ARV") of the prize(s) is \$25.00. Transportation costs are excluded in the given price. 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 are valid only on the date(s) printed on the tickets, and they are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. 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 Sponsor, 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).

- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, or promoter, or performer actions. 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. Five (5) prizewinner(s) will be selected in the Contest during the following periods of time (“Drawing Periods”)
  - One (1) prize winner will be selected on Tuesday, April 28, 2020 at approximately 9:00am PST in a random drawing of all eligible text and online entries received between 7:30pm PST and 8:30pm PST on Monday, April 27, 2020.
  - One (1) prize winner will be selected on Wednesday, April 29, 2020 at approximately 9:00am PST in a random drawing of all eligible text and online entries received between 7:30pm PST and 8:30pm PST on Tuesday, April 28, 2020.
  - One (1) prize winner will be selected on Thursday, April 30, 2020 at approximately 9:00am PST in a random drawing of all eligible text and online entries received between 7:30pm PST and 8:30pm PST on Wednesday, April 29, 2020.

- One (1) prize winner will be selected on Friday, May 1, 2020 at approximately 9:00am PST in a random drawing of all eligible text and online entries received between 7:30pm PST and 8:30pm PST on Thursday, April 30, 2020.
- One (1) prize winner will be selected on Monday, May 4, 2020 at approximately 9:00am PST in a random drawing of all eligible text and online entries received between 7:30am PST and 8:30pm PST on Friday, May 1, 2020.
- c. Odds of winning depend upon the number of eligible text message or online entries received with the correct Keyword during the applicable Drawing Period.
- d. Entries are specific to each designated Drawing Period and will not be included in subsequent drawings.
- e. Winners must listen to the Station to win but do not need to be present to win. All prizes may be picked up at the office of the Station at 280 Commerce Circle, Sacramento, CA 96815 between regular business hours of 8:30 a.m. 5:30 p.m.
- f. Potential winner(s) will be notified of winning by telephone at the time of the drawing. 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 must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt of prize(s) will be forfeited. 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 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 Station or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

- a. 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 multiple entries 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 Contest Administrator's computer or telephone system is the official time keeping device for this Contest. 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 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 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 its website: 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 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.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller’s voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- d. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. 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 and/or winner (and by winner’s guest(s) if applicable) 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) (and winner’s 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 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, each entrant agrees that: (1) 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, CA; (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. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 6. PRIVACY

- a. By participating in the Contest, 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: [now100fm.com](http://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 will result in disqualification. Consistent with Section 1(e), only one (1) entry per person. Any attempt by any one or more entrants to obtain more than one entry by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: [now100fm.com](http://now100fm.com), in person at the Station, 280 Commerce Circle, Sacramento, CA 95618, during regular business hours 8:30 a.m. to 5:30 p.m. 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, CA 95815, identifying "2020 Winners' List for Sac5 Black Bear Diner 4/27. All requests for winner lists must be mailed and received by the Station no later than August 4, 2020.