

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.

FM100.3 Secret Sound 2021

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: KSFI-FM, 55 North 300 West, Salt Lake City, Utah 84110.

1. HOW TO ENTER

- a. These rules govern the FM 100.3 Secret Sound 2021 ("Contest"), which is being conducted by KSFI-FM ("Station"). The sounds ("Secret Sound") have been created and approved by the Station and its management. The Contest begins on April 5, 2021 and will end when all the Secret Sounds have been identified, or on May 28, 2021, whichever occurs first ("Contest Dates"). Entrants, as defined below, may enter on-air only.
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter on-air beginning on April 5, 2021 and will end when all the Secret Sounds have been identified, or on May 28, 2021, whichever occurs first ("Contest Dates").
 - i. To enter on-air, listen to the Station each weekday starting on April 5, 2021 at 8:20 a.m. (MDT), 9:20 a.m. (MDT), 11:20 a.m. (MDT), 1:20 p.m. (MDT) and 4:20 p.m. (MDT) during the Entry Period for the on-air personality to play the Secret Sound. Upon hearing the Secret Sound, the tenth (10th) designated caller or Entrant to get through to the Station contest lines: 801-575-1100 will have the chance to guess the Secret Sound. The Entrant will have one (1) chance to guess the Secret Sound. The Entrant's first guess is their final guess and must match the Secret Sound exactly to win. The on-air personality may, from time to time, announce clues or indicate that an Entrant's guess is very close to the exact Secret Sound. In the event there is a dispute over the guess being correct or close to the correct Secret Sound the Station, at its sole discretion, will decide the validity of the guess. Entrant will be required to provide all information requested including Entrant's full name, complete address (including zip code), day and evening phone numbers, email address, and date of birth in order to be eligible to win. P.O. Boxes are not permitted as addresses. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a winner only once during the Contest. Multiple Entrants are not

permitted to share the same phone number, and only one phone number may be used per Entrant.

- ii. The Station may create up to five (5) to six (6) sounds to use throughout the Contest depending on how quickly the sounds are identified. The prize amount will be \$1,000.00 at the start of the Contest on April 5, 2021. If an Entrant does not guess the correct Secret Sound during a specific time slot indicated above, is disconnected, or is found to be ineligible, no prize will be awarded for that time slot and the amount of the prize will increase by an additional \$25.00 per time slot, for a total of \$125.00 per day. Once an Entrant guesses the correct Secret Sound the prize amount will go back to \$1,000.00. At no time will more than \$10,000.00 be awarded.
- 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. Only one (1) entry per Entrant is permitted. There may be up to a total of six (6) winners selected in the Contest.
- e. All 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 Utah eighteen (18) years of age or older, and who reside in one of jurisdictions that make up the listening area in and around Salt Lake City, Utah. 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 between \$500 and \$999 in the six (6) months prior to entering the 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 Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or winners.

- d. To claim a prize, the person who has won a prize (“Winner”) must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address 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 and/or acceptance of prize(s), 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. There may up to a total of six (6) prizes awarded in the Contest. Prizes will consist of a check payable to the Winner in the amount of \$1,000.00 up to \$10,000.00. The Approximate Retail Value (“ARV”) of the prizes is between \$1,000.00 and \$10,000.00.
- 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). Prizes are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for credit at any time, nor will they be replaced if lost or stolen.
- c. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize(s). 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.
- d. **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. Up to a total of six (6) Winner(s) will be selected on-air as described above in Section 1 of these Official Rules.
- c. Odds of winning depend upon the number and order of eligible phone calls received for each Secret Sound.
- d. Winners must listen to the Station to win but do not need to be present to win. All prizes must be picked up, claimed, or mailed within thirty (30) days of winning, as directed by the Station, including in-person, if public health conditions permit, at the office of the Station located at 55 North 300 West, Salt Lake City, Utah 84180 between regular business hours of 8:00 a.m.(MT) to 5:00 p.m. (MT), Monday through Friday. If public health conditions do not permit a Winner to claim the prize in person within thirty (30) days, the Station will coordinate with the Winner to confirm Winner's identity remotely and to deliver the prize by mail or other means of delivery. If the prize is mailed, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping.
- e. Potential Winner(s) will be notified of winning by telephone. 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 an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. 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 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 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: <https://fm100.com/> within twenty-four (24) hours of the change and periodically thereafter. 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. Entering the Contest constitutes permission for the Station to audio/videotape the Entrant's and use them on the air and on the Station's owned-and-operated website and social media channels. All Entrants during the Contest may be audio/videotaped without further permission from the Entrant. 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 and verify their identity either in person or through email, DocuSign, or videoconference, an 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 to release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating 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, disease, epidemic, pandemic, national or regional emergency, weather, acts of terrorism, or other factors beyond the Released Parties’ control.
- g. Except where prohibited, by entering the Contest, each Entrant agrees 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 Salt Lake City, Utah; (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.

Utah 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 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: <https://fm100.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. COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), only one (1) entry per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) entry by using the same phone number, email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter 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: <https://fm100.com/>, in person at the Station 55 North 300 West, Salt Lake City, Utah 84110, during regular business hours 8:00 a.m. (MT) to 5:00 p.m. (MT), Monday through Friday, or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.