

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.

Ballet West's Swan Lake Contest 2024

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/Sponsor: Bonneville International Corporation dba KSFI, 55 North 300 West, Salt Lake City, Utah 84180.

1. HOW TO ENTER

- a. These rules govern the Ballet West's Swan Lake Contest ("Contest"), which is being conducted by KSFI ("Station"). The Contest begins on January 29, 2024 and ends on February 2, 2024 ("Contest Dates"). Entrants can enter online, via Facebook or listen-to-win at specified times only.
- b. To enter the Contest, entrant may listen-to-win, enter online at www.fm100.com or on Facebook between January 19, 2024 at 11:00AM (MT) and ending on February 2, 2024 at 3:20PM (MT) ("Entry Period").
- c. To enter on Facebook, visit <https://www.facebook.com/fm100> follow the links and instructions to enter the Contest ("Facebook Entry"). Entrant will need to have a valid Facebook account to enter, although the Contest is not sponsored, endorsed, administered by, or associated with, Facebook. If they do not already have one, Entrants can open a Facebook account at no cost at www.facebook.com.
- d. Limit one (1) entry per eligible person per day during the Entry Period. By participating in the Contest, entrant understands that he or she is providing his or her information to Stations. Further, entrant specifically agrees to release the Station and Facebook from any and all liability associated with this Contest.
- e. Entrants may be provided with an opportunity to opt-in for email newsletters as part of the entry process, but membership/participation is not required to enter the contest.
- f. There will be one (1) online winner of a 4-pack of tickets to the dress rehearsal on 2/8/24, five (5) ticket-only winners to the dress rehearsal on 2/8/24 ("Prize") Winners and one (1) Grand Prize Winner ("Grand Prize") selected in the Contest.
- g. All 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 Utah, eighteen (18) years of age or older, and who reside in one of the jurisdictions that make up the Utah DMA viewing/listening area. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Stations 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 Stations, 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 Stations otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest or Stations events from any of the Bonneville International Corporation Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the thirty (30) days prior to Ballet West's Swan Lake Contest are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to Ballet West's Swan Lake Contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to Ballet West's Swan Lake 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 Ballet West's Swan Lake Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or Winners.
- d. To claim any prizes, 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 to the Stations and will reject and delete any entry that it discovers to be false or fraudulent. The Stations 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 Stations, which are final and binding in all respects.

3. PRIZES

- a. One online winner will receive a 4-pack of tickets to the February 8, 2024 dress rehearsal. Listen-to-win winners will consist of five (5) pairs of tickets to the dress rehearsal of Ballet West's Swan Lake ("Prize") for February 8, 2024 will be awarded. One (1) Grand Prize ("Grand Prize") will be awarded. The Prize will consist of two (2) tickets to see the dress rehearsal of Ballet West's Swan Lake on February 8, 2024, a one (1) night stay at the Hotel Monaco and a \$50 gift certificate to Bambara Restaurant.
- b. All details of prize will be determined by Sponsor in their sole discretion. Sponsor reserves the right to substitute a similar prize of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsor's sole discretion. Winner must be at least 18 years old (18) years old.
- c. Sponsors will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates.
- d. Winner is solely responsible for all expenses and costs associated with acceptance and/or use of the Prize not specifically stated herein as being awarded, including, without limitation, any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Daily Prize, travel insurance, ground transportation (other than as described above), security and airport fees, baggage fees (both checked and carry on), premium seat fees, taxes, insurance, gasoline, meals, gratuities, additional hotel amenities (e.g., spa services, internet access, phone calls, laundry services), and souvenirs. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state, and local tax laws, rules, regulations, codes or ordinances.
- e. For travel and event related prizes. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Daily Prize due to reasons beyond Sponsor's control and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Trip and Event are subject to change. Trip and Event are subject to cancellation. If Winner chooses to attend the Event with no Guest, the remaining elements of Prize shall constitute full satisfaction of Sponsor's Prize obligation to Winner, and no additional compensation will be awarded. Guest, if any, may be required to execute and return releases of liability and, where legal,

publicity releases (collectively, "Guest Documents"), which must be returned with the Sweepstakes Documents, or Guest portion of the Prize will be forfeited.

- f. Winner must comply with all the rules and regulations of the venue where the Event is held if prize consists of event tickets. Winner acknowledges that if Winner and/or any Guest behaves in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the Event, Winner and/or their Guest may be removed from the venue or denied entry (as determined by producer of the Event, the venue, or their designee(s) in their sole and absolute discretion). By accepting any ticketed portion of the Prize, Winner agrees to abide by any terms, conditions, and restrictions provided by the ticket.
- g. Estimated Retail Value ("ERV") of the online 4-pack winner is one hundred fifty dollars (\$150). The five listen-to-win Tickets "Prize" is seventy-five dollars (\$75.00). Any difference between stated ERV and ARV will not be awarded. Estimated Retail Value ("ERV") of the Grand Prize is four hundred dollars (\$400.00).
- h. The Stations, in their sole discretion, reserve the right to deny entry to or to remove the 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 the Daily Prize related Trip or Event.
- i. 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 Stations management with respect to the Contest are final.
- b. One (1) online contest winner will receive a 4-pack of tickets and will be notified before 5PM (MT) on February 2, 2024. Five (5) Tickets-Only Winners and one (1) Grand Prize Winner will be awarded during the entry period and during specified call-in to win times. Winners will be contacted before 5:00PM (MT) on February 2, 2024.
 - Odds of winning depend upon the number of eligible online and call-in entries received during the applicable Drawing Period.
- c. Entries are specific to each designated Drawing Period and will not be included in subsequent drawings.
- d. Potential Winner(s) will be notified of winning by telephone or email at the time of the drawing. The 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 of the Winner(s), an IRS Form W-9, Stations affidavit of acceptance, eligibility, liability, and publicity release within thirty (30) days of such notification or notification attempt or Prize(s) will be forfeited. If a Winner has not reached the age of majority in Utah, 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 the Prize(s) notification is returned as undeliverable, the potential Winner forfeits the prize(s). The Stations 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.
- e. Upon receipt of signed winner paperwork, Prize(s) will be emailed, left at WILL CALL or shipped to the address provided by the contest winner directly.

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 Stations discretion. The Stations 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 Stations, in their 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 Stations make a good-faith determination that an entrant has cheated or committed fraudulent activity in connection with a Contest, the Stations may disqualify that entrant from entering and/or winning this and any or all future Stations-administered contests and seek damages to the fullest extent permitted by law.

- b. The Stations reserve 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 the Prize(s) of equivalent value, which will become effective upon announcement. To the extent the Stations make material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Stations and/or posted on their website: <https://fm100.com> within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Stations, any competition or Grand Prize related Trip or Event is delayed, rescheduled, postponed or cancelled, the Stations reserve 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 webpages, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- c. Calling the Stations regarding the Contest constitutes permission for the Stations 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 Stations. 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 Stations 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(s) and may receive an IRS Form 1099-Misc for all prizes won from the Stations 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 Stations 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 Guest) release, forever discharge, indemnify, and hold harmless Stations, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, along with 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 Stations, 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) 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 Salt Lake City, Utah; (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 Stations 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 Stations 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 may result in disqualification. Consistent with Section 1, only one (1) entry per person per day is allowed. 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 Stations website: <https://fm100.com>, in person at the Stations 55 North 300 West, Salt Lake City, Utah 84180, during regular business hours 8:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Stations at the same address.