

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.

## AIR SUPPLY IN LAS VEGAS 2024 CONTEST

### 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: Bonneville International Corporation d/b/a KSFI, 55 North 300 West, Salt Lake City, Utah 84180.

Contest Sponsor: Mixed Media Entertainment, 50 S Stephanie St, Henderson, NV 89012

#### 1. HOW TO ENTER

- a. These rules govern the AIR SUPPLY IN LAS VEGAS CONTEST ("Contest"), which is being conducted by KSFI ("Station"). The Contest begins on April 22, 2024 and ends on May 5, 2024 ("Contest Date"). Entrants may enter via Facebook or online.
- b. To enter the Contest, a person ("Entrant") may enter on-line beginning April 22, 2024 at 12:01AM (MT) and ending on May 5, 2024, at 11:59PM (MT) ("Entry Period").
  - i. To enter online, visit <https://fm100.com> and follow the links and instructions to enter the Contest and complete and submit the online entry form ("Online Entry") during the Entry Period outlined above. Online Entrants are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Limit one (1) daily entry per eligible Entrant during the Entry Period regardless if Entrant has more than one email address or Facebook account. Multiple Entrants are not permitted to share the same email address. PO 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.
- 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. There will be up to a total of one (1) winner selected in the Contest.
- f. 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 twenty-one (21) years of age or older, and who reside in one of the jurisdictions that make up the Utah DMA listening area. 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 events 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 AIR SUPPLY IN LAS VEGAS CONTEST are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to AIR SUPPLY IN LAS VEGAS CONTEST are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to AIR SUPPLY IN LAS VEGAS 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 AIR SUPPLY IN LAS VEGAS CONTEST are not eligible to participate. These restrictions also apply to immediate household members of contest or Winners.
- d. To claim any prizes, the person selected to win a prize (“Winner”) must provide valid government-issued photo identification and provide their complete address, date of birth, email address and phone number, and Social Security Number.
- e. Entrants are required to provide truthful information to the Station and 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 in this Contest and/or acceptance of a prize, 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. One (1) prize (“Prize”) will be awarded. Prize will consist of a 2-night stay at Westgate Las Vegas Resort and Casino, 2 tickets to Air Supply on either May 31, 2024 or June 1, 2024 and \$200 Travel Cash. The Approximate Retail Value (“ARV”) of the Prize is six hundred dollars (\$600.00). The Winner 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. The Prize is 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 it be replaced if lost or stolen.
- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the Prize is the sole responsibility of the Winner. The Station assumes 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. The Entrant and Winner acknowledge and agree that all KSFI's broadcast-related content, and the date such content will air, is determined at the discretion of the news department of KSFI. Also, all Contest obligations are subject to preemption for breaking news and emergency new coverage.
- 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. One (1) Winner will be selected in the Contest at the conclusion of the entry period.
- c. Odds of winning the Prize depend upon the number of eligible Online Entries received.
- d. Winners do not need to be present or listening to win.
- e. The Prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. Station will also email the winner by May 6, 2024. Upon winner(s) 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 the Prize 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. The Contest Administrator 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. Multiple entries from the same Authorized Account Holder will 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 Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all 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 the Prize 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 webpages, 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, 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. The Winner will be required to produce identification satisfactory to the Station. For example, Winner 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. The 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 the Prize constitutes agreement by Entrant and/or Winner to release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, agents, 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 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, each Entrant and Winner 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 the Prize, Entrant and Winner 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: <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 may result in disqualification. Consistent with Section 1, only one (1) daily Online Entry per Entrant is allowed. Any attempt by any one or more Entrants to obtain more than the specified Facebook or Online Entries 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: <https://fm100.com>, in person at the Station 55 North 300 West, Salt Lake City, Utah 84180, during regular business hours 8:00 a.m. (MT) to 5:00 p.m. (MT) or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.