

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.

Western Heating, Air & Plumbing – The Gift of Heat & Heart 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: KSFI-FM, 55 North 300 West, Salt Lake City, Utah 84180.

Contest Sponsor: Western Heating, Air & Plumbing, 235 South Mountain Lands Drive, Orem, Utah 84058.

1. HOW TO ENTER

- a. These rules govern the Western Heating, Air & Plumbing – The Gift of Heat Contest (“Contest”), which is being conducted by KSFI-FM (“Station”). The Contest begins on October 21, 2024 and ends on November 17, 2024 (“Contest Dates”). Nominators (defined below) may enter via online only.

- b. To nominate a homeowner for entry in the Contest, the person submitting the homeowner (“Nominator”) may nominate a homeowner (“Nominee”) by entering online beginning on October 21, 2024 at 12:00pm (MDT) and ending on November 17, 2024 at 11:59pm (MST) (“Entry Period”) as follows:
 - i. Each entry consists of an entry form and the submission of an essay (500 words or less) (“Submission”). To enter online, visit <https://fm100.com> and follow the links and instructions to enter the Contest and complete and submit the Submission during the Entry Period outlined above. Online Nominators are subject to all notices posted online including but not limited to the Station’s Terms of Use and Privacy Policy. Each Nominator may enter only one (1) Submission per eligible Nominee, regardless if Nominator has more than one email address. Multiple Nominators are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Submissions submitted may not be acknowledged or returned. Proof of entry of a Submission shall not be deemed proof of receipt by the Contest Administrator.

 - ii. **ESSAY SUBMISSION CRITERIA:** Essay submissions must be made by submitting a typed essay of 100 - 500 words explaining why a Nominee is in need of a furnace and the personal impact that a free furnace would have on the Nominee this holiday season. Proof of ownership will be required by contest Judges (defined below).

Entry Criteria:

Format of the Essay:

- Essay explaining why a Nominee is in need of a furnace and the personal impact that a free furnace would have on the Nominee this holiday season.

- Should be at least 100 words in length and not exceed 500 words in length.

- Must be written in English.

- c. Nominators may be provided with an opportunity to opt-in for membership/participation as part of the Submission process, but membership/participation is not required to enter the Contest.
- d. Each Nominator may submit only one (1) Submission per Nominee. There will be one (1) winner selected in the Contest.
- e. The Contest Sponsor and/or Station may discard any Submission that it deems suspicious, objectionable or in poor taste, as determined by the Contest Sponsor and Station in their sole discretion.
- f. All Submissions 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. Residential property ownership by the Nominee is a condition of eligibility. Nominees must be eighteen (18) years of age or older, and who reside in one of the jurisdictions that make up the listening area of the State of Utah. Commercial properties are not eligible for this Contest. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, as a Nominator or Nominee, 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 between \$101 and \$499 in the ninety (90) days prior to Western Heating, Air & Plumbing – The Gift of Heat Contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to Western Heating, Air & Plumbing – The Gift of Heat 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 Western Heating, Air & Plumbing – The Gift of Heat 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 Nominee selected for the prize (“Winner”) must provide valid government-issued photo identification and provide their complete address, date of birth, email address and phone number. The Winner must also provide either a residential Warranty Deed or Trust Deed that includes **only**, (1) residential property owner’s name, (2) date of purchase, and (3) residential property description. All other personally identifiable information should be redacted by the Winner before the document is presented to the Station. The Station will then verify residential property ownership. Once the verification is complete, the prize will be awarded to the Winner.

- e. Nominators are required to provide truthful information and the Station will reject and delete any Submission that it discovers to be false or fraudulent. The Contest Sponsor and Station will disqualify any Submission that does not meet the eligibility requirements and will also delete any Submission as required by law.
- f. This Contest is subject to all applicable federal, state and local laws and regulations. By participating, Nominator and Winner agree to comply with these Official Rules and the decisions of the Contest Sponsor and Station, which are final and binding in all respects.

3. JUDGING CRITERIA/REVIEW PERIOD

- a. A judging panel consisting of the Station's employees ("Judges") will judge each eligible Submission. The Judges will select ten (10) finalists from among all eligible Submissions based on the following criteria ("Judging Criteria"): (1) the needs of the Nominee and the impact of the prize on the Nominee as outlined in essay (75%); and (2) the content and persuasiveness of the essay (25%).
- b. Once a Submission is uploaded to www.fm100.com it will not be made available for viewing by the general public. Starting on November 18, 2024 at 9:00am (MST), the Station will select ten (10) finalist Submissions ("Review Period"). The ten (10) finalist Submissions will be presented to the Contest Sponsor on November 20, 2024 and the Contest Sponsor will select the Winner of the Contest. The Station will contact the Nominator on November 22, 2024 and the Winner will be notified and presented with the prize in person soon after that date.

4. TIE BREAKER

- a. In the event of a tie for any prize, the tie breaker will be determined from among all tied potential Winners by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.

5. PRIZES

- a. One (1) prize will be awarded. The prize consists of the following: one (1) high efficiency furnace, if the home is compatible for high efficiency, donated by Contest Sponsor, along with complete installation and removal of old furnace products; and one (1) video taped interview with a Station representative, if available. The Approximate Retail Value ("ARV") of the prize(s) is \$4,900.00. The stated ARV may vary from the final retail value of the prize based on the residential property evaluation completed by Contest Sponsor. Any difference between the stated ARV and final ARV of the prize will not be awarded. Transportation costs are excluded in the given price. The Contest Sponsor is responsible for the delivery and installation of the prize to the Winner's residential property.
- b. Any prize provided by Contest Sponsor shall be without any payment or other compensation by the Winner.
- c. The Winner will not be responsible for any taxes or other fees or expenses associated with the receipt and use of the prize. The prize is not transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time.
- d. The prize may not be substituted, except by Contest Sponsor for reasons of unavailability or that a high efficiency furnace will not be compatible with the Winner's residential property, in

which case, a prize of equal value will be awarded. 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 Contest Sponsor and Station are final.

- e. 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.

6. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Contest Sponsor and Station management with respect to the Contest are final.
- b. One (1) prize Winner will be selected in the Contest as follows:
 - One (1) prize Winner will be selected on November 20, 2024 at approximately 3:00pm (MST) by the Contest Sponsor from among the ten (10) finalist Submissions selected in the Review Period.
- c. Odds of winning depend upon the number of eligible Submission received during the applicable Entry Period.
- d. Winners do not need to listen to the Station or be present to win.
- e. The Nominator will be notified of the selected Nominee by telephone on November 22, 2024. The Winner will be notified and presented with the prize in person by the Contest Sponsor and Station. The Winner will be invited by the Station to participate in a video taped interview that will be displayed on the Contest Sponsor's and Station's owned-and-operated websites and social media sites.
- f. The prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification, the potential Winner will be required to respond to such notification attempt and must execute and return an 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 or prize will be forfeited. If a potential Winner 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 Station or Contest Administrator or Sponsor is not responsible for any changes in a Nominator's or Winner's email address, phone number, mailing address or other contact information.

7. CONDITIONS

- a. **THIS CONTEST IS VOID WHERE PROHIBITED.** By entering the Contest and/or acceptance of the prize, Nominators and Winner agree that this Contest shall be subject to and governed by the laws of the State of Utah and the forum for any dispute shall be in Salt Lake City, Utah. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in

connection with this Contest are hereby excluded and any Nominator and Winner expressly waives any and all such rights. Certain restrictions may apply.

Submissions are void if Contest Sponsor or Station determines the Submission is not eligible and the essay is not an original, or if the Submission and/or essay is incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

- b. By entering the Contest and/or acceptance of the prize, Nominators and Winner also agree (i) to be bound by these Official Rules; (ii) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (iii) the Winner agrees that Released Parties (defined below) may use the Winner's name, photograph, likeness, interview, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).
- c. Any attempt by any Nominator to obtain more than the stated number of Submissions by using multiple/different email addresses, identities, registrations and logins or any other methods may void that Nominator's Submission and that Nominator and Nominee may be disqualified. The use of any device to automate multiple Submissions 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 Submissions by that Nominator 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 Submission process or the operation of the Contest. Failure to comply with the rules of the Contest may result in Nominator's and Nominee's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that Nominator has cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that Nominator and Nominee from entering and/or winning this and any or all future Station- administered contests and seek damages to the fullest extent permitted by law.
- d. 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: www.fm100.com within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Contest Sponsor or Station, any event outlined in this Contest 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.
- e. 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 Nominators and Winner 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.

- f. The Winner will be required to produce identification satisfactory to the Station. For example, Winner will be required to sign an affidavit of eligibility and release, including a publicity release, and warranty of ownership, as prepared by the Station prior to receiving their prize. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest Submission, including without limitation submitting an incomplete or fraudulent Submission, and/or failing to complete the Submission process, will result in such Submission being disqualified from such Contest. Any Nominator that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent Submission, by engaging in any “dealmaking” with or between other Contest Submissions 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.
- g. Participation in this Contest and/or acceptance of prize(s) constitutes agreement by Nominator and the Winner to release, forever discharge, indemnify, and hold harmless the 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.
- h. 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 Submissions; (v) Submissions 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 Nominator(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.
- i. Except where prohibited, by entering the Contest, each Nominator 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) Nominator and Winner 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.

8. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

- a. **ALL PRIZES ARE AWARDED “AS IS” AND THE CONTEST SPONSOR AND STATION DO NOT MAKE (AND ARE NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.**
- b. Each Nominator who enters this Contest represents and warrants as follows: (i) except as set forth herein, the essay is the Nominator’s own, produced; (ii) the essay does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the essay does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the essay does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By entering the Contest and/or acceptance of the prize, each Nominator and Winner hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements hereunder.

9. LICENSE

- a. By entering the Contest and/or acceptance of the prize, all Nominators and Winner grant an irrevocable, perpetual, worldwide non-exclusive license to Released Parties, to reproduce, distribute, display and create derivative works of the Submissions, photographs, and interviews in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no additional compensation, including, but not limited to: display on Contest Sponsor’s and Station’s owned-and-operated websites and social media sites. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the Submissions, photographs, and interviews, and to use such Submissions, photographs, and interviews as Contest Administrator shall from time to time determine in its sole discretion; and (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submissions, photographs, and interviews as may be conferred under any applicable laws, regulations or directives.
- b. By entering the Contest and/or acceptance of the prize, Nominators and Winner consent to Contest Administrator doing or omitting to do any act that would otherwise infringe the Nominator’s or Winner’s “moral rights” in their Submissions. Display or publication of any Submissions, photographs, and interviews on a Released Party’s website. Released Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License. Additionally, by entering, each Nominator and Winner grant to Released Parties the unrestricted right to use all statements made in connection with the Contest, and photographs or likenesses or interviews of Contest Winner, or choose not to do so, at their sole discretion, except where prohibited by law. Released Parties will not be required to pay any consideration or seek any approval in connection with such use.

10. PRIVACY

- a. By participating in the Contest, Nominator and Winner agree to the Station's Terms of Use Agreement and to the use of Nominator and Nominee personal information as described in the Privacy Policy located at: www.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 a Submission in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies

11. COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(d), only one (1) Submission per Nominator. Any attempt by any one or more Nominator to obtain more than one Submission 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 Submissions from that address or account, and such Nominator(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. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.