

The following contest is intended for participants in Utah only and will be governed by Utah laws. Do not proceed in this contest if you are not eligible or not currently located in Utah. Further eligibility restrictions are contained in the official rules below.

### **KSFI Brian Foxx's "Nearly Impossible Question" George Michael Reborn ON-AIR 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 dba KSFI/FM100.3 at 55 North 300 West, Salt Lake City, Utah 84180.

Sponsor: Covey Center for the Arts, 425 W Center Street, Provo, UT

#### **1. HOW TO ENTER**

- a. These rules govern the KSFI Brian Foxx's "Nearly Impossible Question" George Michael Reborn ON-AIR Contest ("Contest"), which is being conducted by KSFI ("Station"). The Contest begins on May 5, 2025 at 12:01AM (MT) and ends on May 9, 2025 at 9:00AM (MT) ("Entry Period"). Entrants may enter ON-AIR only.
  - i. To enter ON-AIR listen during Brian Foxx's Nearly Impossible Question at 7:05AM during the Entry Period. When the cue to call is announced, the designated caller at 801-575-1100 will win a prize upon confirmation of eligibility. At the time of entrant's call, entrant will be required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted as addresses. In the event that the selected caller is disconnected or is found to be ineligible, that caller will not win a prize and the next eligible caller who successfully makes it through on the call-in line and completes the call will be a winner.
  - ii. 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 participants are not permitted to share the same phone number, and only one phone number may be used per entrant.
  - iii. 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.

#### **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 listening area. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter the Station contest 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.
  - (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 Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the thirty (30) days prior to the contest are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to the contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to 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 the contest are not eligible to participate. These restrictions also apply to immediate household members of contest or Winners.
- d. 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) ON-AIR Prizes (“Prize”) will be awarded. The Actual Retail Value (“ARV”) of each ON-AIR Prize is one hundred forty dollars (\$140.00).
- b. Each ON-AIR Prize will consist of four (4) tickets to see “George Michael Reborn” at the Covey Center for the Arts in Provo on May 24, 2025.
- c. All details of the Prize will be determined by Station in their sole discretion. Station reserves the right to substitute a similar Prize (or Prize element) 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.

### 4. WINNER SELECTION AND NOTIFICATION

- a. ON-AIR Winner’s will be notified at the time of entrants call. The Prize 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, Station affidavit of acceptance,

eligibility, liability, and publicity release **within 3 days of such notification or notification attempt or 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 3 days of prize notification, or if the Prize notification is returned as undeliverable, the potential Winner forfeits the prize(s).

- b. Once winner forms are signed, winners name will be sent to **WILL CALL.**

## 5. CONDITIONS

a. Use of multiple email addresses or identities or of any robotic, automatic, or programmed entry method will result in disqualification.

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/contests/> within twenty-four (24) hours of the change and periodically thereafter.

c. 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 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.

e. Participation in a contest and/or acceptance of prize(s) constitutes agreement by Entrant and/or Winner to 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) Lost, stolen, mangled, misdirected, illegible, incomplete, or late entries.

(iv) 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, 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/contests/>. 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 Facebook or Instagram collects through an entry in the Contest may be subject to Facebook's or Instagram's own terms and policies.

## 7. COPY OF OFFICIAL RULES

- a. Copies of these rules are available online at <https://fm100.com/contests/> or by sending a request, along with a self-addressed stamped envelope to the Station at 55 North 300 West, SLC, UT 84180.