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.

KSFI "Rusty's Prize Closet" Barry Manilow 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/Sponsor: Bonneville International Corporation dba KSFI/FM100.3, 55 North 300 West, Salt Lake City, Utah 84180.

Contest Sponsor: Maverik Center

1. HOW TO ENTER

- d) These rules govern the KSFI "Rusty's Prize Closet" Barry Manilow Contest ("Contest"), which is being conducted by KSFI/FM100.3 ("Station"). The Contest begins on April 10, 2025 and ends on April 16, 2025 ("Contest Dates"). Entrants may enter on-air only.
- d) To enter on-air listen to Rusty's Prize Closet during the following times ("Entry Period"):
 - April 10, 2025 during the 3-4pm hour for the cue to call.
 - April 11, 2025 during the 3-4pm hour for the cue to call.
 - April 14, 2025 during the 3-4pm hour for the cue to call.
 - April 15, 2025 during the 3-4pm hour for the cue to call.
 - April 16, 2025 during the 3-4pm hour for the cue to call.
- c) When the cue to call is announced, be the designated caller at 801-575-1100 to 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), phone number and date of birth in order to be eligible to win. PO Boxes are not permitted as addresses.
- d) 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. 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.
- d) 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. Multiple Entrants are not permitted to share the same email address or Facebook account. Entries submitted may not be acknowledged or returned.

d) There will be five (5) winners selected in the Contest.

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, inlaws, 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 entering 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 entering 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 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 entering 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 Stations, which are final and binding in all respects.

3. PRIZES

- a) Five (5) Daily Prizes will be awarded. The Approximate Retail Value ("ARV") of the daily prize is one hundred seventy-nine dollars (\$179.00).
- b) Each Daily Prize will consist of two (2) tickets to see Barry Manilow at the Maverik Center on July 14, 2025.
- c) 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. 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 eighteen (18) years old.

- 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 Prize.
- e) 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.
- f) Estimated Retail Value ("ERV") of the daily prize is one hundred seventy-nine dollars (\$179.00). ARV of Grand Prize may vary. Any difference between stated ERV and ARV will not be awarded.
- g) 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 Event.
- h) 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) daily winner will be selected from the on-air entries. There will be a total of five (5) winners selected during the contest.
- c) Odds of winning depend upon the number and order of eligible on-air entries received during the applicable contest dates.
- d) Potential Winner(s) will be notified of winning at time of entrants call in to the station. 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 an IRS Form W-9 with Winner's Social Security number, Stations affidavit of acceptance containing complete address, date of birth, phone number, and copy of government issued ID within thirty (30)

days of such notification 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 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 receipts of signed winner paperwork, Prize(s) will be emailed to the contest winner directly. Live Nation tickets do not transfer to the Station until 2-3 weeks prior to the event.

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 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 Station and/or posted on their website: www.FM100.com/contests/ within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Stations, any Grand Prize 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) 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.
- 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, 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 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 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: <u>www.FM100.com/contests/</u>. 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 X, Facebook, or Instagram collects through an entry in the Contest may be subject to X's, Facebook's, or Instagram's own terms and policies.

7. COPY OF OFFICIAL RULES

- Any violation of these rules may result in disqualification. Any attempt by any one or more entrants to obtain more than one entry by using the same email address, X, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, X, 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: <u>www.FM100.com/contests/</u>, or by sending a request, along with a self-addressed stamped envelope, to the Stations at 55 North 300 West, Salt Lake City, UT 84180.