



## **JINGLE BELL ROCK GENERAL CONTEST RULES**

These rules apply to all contests conducted by Beasley Media Group, INC. dba KKLZ (“Station”). In addition, the General Contest Rules attached hereto and posted at Station’s website (<http://963kklz.com>) apply to this Contest. If there is a conflict between the General Contest Rules and the Rules for this Contest, the Rules for this Contest shall control.

### **1) HOW TO ENTER AND PLAY**

a) The Jingle Bell Rock Contest (“Contest”) will begin Monday, November 27<sup>th</sup>, 2017 at 7:00am Pacific Time (“PT”) and end on Friday, December 22<sup>nd</sup>, 2017 at 12:00pm PT or when a winner is selected, whichever happens first (“Contest Dates”).

b) To participate in the Contest, listen to the Station weekdays during the Contest Dates to gather clues to help determine the location of the Jingle Bell Rock. Clues will be read on-air in the 8:00am, 1:00pm and 6:00pm PT hours only. In addition, a daily bonus clue will be posted at Silverton Las Vegas in a designated area each week; addresses will be listed on <http://963kklz.com>. Finally, participants may discover important information which may help find the Jingle Bell Rock by collecting all five (5) pieces of the Jingle Bell Rock Puzzle. Each piece of the Jingle Bell Rock Puzzle will be distributed for one hour only, at five specified Silverton Las Vegas designated locations. Locations will be determined and posted on the website before each puzzle piece remote. Listen to the Station or visit <http://963KKLZ> to see a schedule of Jingle Bell Rock Puzzle distribution dates, times and locations. The Station will notify listeners when exactly the Jingle Bell Rock is hidden within the Contest Dates so listeners know when to go out and start searching.

c) The Jingle Bell Rock location will be a public place in the Las Vegas metropolitan area (including all surrounding Suburbs). Listeners should not trespass, should not destroy private or public property in an attempt to find the Jingle Bell Rock, and must comply with all state, local and federal laws, rules and regulations when looking for the Jingle Bell Rock. Any one participant found searching on private land, or using private land to access or gain unfair advantage to the Jingle Bell Rock, may be immediately disqualified. Anyone participating in the Contest must follow these Official Rules, as well as all of the state, local, and federal laws, rules and regulations of all locations where they search for the Letter. No destruction of private or public property is necessary to find the Jingle Bell Rock. No risk-taking is required to locate the Jingle Bell Rock.

- There will be a maximum of one (1) Prize winner selected during the Contest Dates.
- 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 on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

## **2. ELIGIBILITY RESTRICTIONS**

- a) This Contest is open to all Station listeners who are 21 years of age or older and who reside in Clark County, Nevada. Participants must possess a valid, government-issued ID. Winner must show proof of Clark County, Nevada residency to verify eligibility.
- b) Employees of Station, its licensee, its parent corporation and their affiliated entities, advertising and PR agencies, participating sponsors/promotional partners, other radio stations in the Clark County, Nevada and the members of their immediate families are ineligible to participate or win.
- c. Participants are eligible to win a KKLZ contest only once every thirty (30) days and a prize valued at \$600 or more, only once every six months. Only one winner per household (whether related or not) is permitted in any contest

## **3.PRIZES**

- a) A maximum of one (1) Prize MAY be awarded in this Contest if the Jingle Bell Rock is found and returned to the Station per the instructions listed on the Jingle Bell Rock. The Prize is ten thousand dollars (\$10,000.00) awarded as a check payable to the Prize winner. The Approximate Retail Value (“ARV”) of the Prize is \$10,000. The Prize winner shall be solely responsible for any applicable taxes, or any other fees and expenses not specified herein associated with the receipt and use of the Prize. The Prize is provided as is.
- b) No check will be awarded, processed or mailed until winner has claimed the prize at the Station, presented all required documentation, and signed all required releases and tax forms. Checks will then be mailed within approximately thirty (30) days.
- c) Unless otherwise specified, all prizes or prize certificates must be claimed at the office of the Station located at 2920 S. Durango Dr. Las Vegas, Nevada Monday-Friday, during regular business hours. Prize or prize certificate must be claimed within by 12:00 pm PT on Friday, December 22<sup>nd</sup>, 2017. Failure to claim prize by the specified time will result in forfeiture of the prize.
- d) Prize is not transferable.

## **4.SELECTION OF WINNERS**

- a. The Prize will be awarded to the first participant who deciphers the clues, finds the Jingle Bell Rock and brings it to the 96.3 KKLZ studios located at 2920 S. Durango Dr. Las Vegas, NV 89117, during regular business hours, Monday through Friday 9am to 5pm PT. If the Jingle Bell Rock is found before the conclusion of the Contest, the Contest will immediately end and no more clues will be aired.
- b. All participants are required to abide by all Local, State and Federal laws in search for the Jingle Bell Rock. The Jingle Bell Rock
  - Will not be hidden on any public or private roadways or private property
  - Will not be buried or attached to any man-made structure
  - Will be in plain sight when viewed from the proper angle

- c. Any association with KKLZ or The Silverton Hotel and Casino employees in regards to Bribery, Coercion or Harassment will be immediate grounds for disqualification from the Jingle Bell Rock contest.
- d. The participant who finds the Jingle Bell Rock must follow the instructions attached to it and bring the Jingle Bell Rock to the KKLZ studios by 12 noon on Friday, December 22nd, 2017 or the Jingle Bell Rock contest is null and void, and no prize will be awarded.
- e. Decisions of Station management with respect to the Contest are final.

## **5. CONDITIONS**

- a. WARNING:** Online listeners to streamed broadcasts may experience a lag in transmissions.
- b. Taxes and Liability:** Payment of all federal, state and local taxes is the sole responsibility of the winner. Contest winnings will be reported to the Internal Revenue Service and winners can expect to receive a 1099 tax form for prizes which total more than \$600 for the calendar year. Winners may be required to accurately complete and submit IRS Form W-9 to the Station as a condition of acceptance of a prize.
- c.** By participating in the contest, contestant agrees to have his or her name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation.
- d.** By participating in the contest, contestants hereby releases and agrees to indemnify and hold harmless the Station, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and PR agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the contest (collectively, "Released Parties") from any and all liability, claims, actions and damages sustained or incurred by participation in the contest and the receipt and use of any prize awarded (if any) through such contest arising in any manner whatsoever.
- e.** Contest winners (and their guests or travel companions, if any) may be required in the Station's sole discretion, to sign a liability release and a publicity release. A winner (or his/her parent or legal guardian if under the age of 18 years) must execute and return any required release within five (5) business days from notification or winner will be disqualified and the prize will be forfeited. An alternate winner may be chosen by random selection. Pursuant to the liability release, the winners will agree to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest. Any contestant (or his/her parent or legal guardian, if applicable) who refuses to sign any required release will forfeit any and all prizes.
- f.** The Station will be excused from its obligation to conduct the contest if its performance is delayed or prevented due to causes beyond its control, including, but not limited to acts of God, public enemies, war, civil disorder, fire, flood, hurricanes, explosion, labor disputes or strikes, and any acts by any governmental authority.
- g.** The Station, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to the contest due to circumstances beyond the control of any such entity.

- h.** Decisions of Station management with respect to the contest are final.
- i.** The Station reserves the right to end any contest or amend these rules upon announcement on air or publication on the Station website.
- j.** The Station reserves the right to make changes to the rules of the contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.
- k.** The Station is not responsible for any prizes or certificates lost or stolen after the winner has claimed them from the Station.
- l.** Prizes are awarded 'as is' with no guarantees or warranties as to use. Acceptance of a prize releases the Station, its sponsors, promotional partners and advertisers from all liability and claims concerning the prize, its delivery, and its use.
- m.** The Station is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize. The Station is not responsible for (i) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays, busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call or from sending a text message (if applicable, message and data rates may apply, and the Station is not responsible for any fees incurred by an entrant for this method of entry); (iii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.
- n.** By participating in this contest, contestants agree to be bound by these rules. Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of the Station.
- o.** Contestants are required to provide truthful information as part of their entry and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from contestants who do not meet the eligibility requirements and the Station will also delete any online entry if it learns that it was submitted by contestants under the age of 13.
- p.** Any materials submitted become the property of the Station and will not be returned.
- q.** No purchase is necessary. The contest is void where prohibited. Contests and promotions are subject to all federal, state and local laws.
- r.** For website contests: By use of the Station's website and by entering this Contest, contestants agree to the Station's Terms of Service Agreement and to the use of Personal Information as stated in the Privacy Policy located on the Station website.
- s.** Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of the Station, or by sending a self-addressed, stamped envelope to the Station.

## **6. TELEPHONE CONTESTS**

- a.** The Station cannot be held responsible for allegations of telephone malfunctions. The Station is not responsible for callers lost or disconnected before completing his or her prize claim. When a caller is lost or disconnected prior to broadcast, the Station can, at its discretion, select the next eligible caller received to win/participate. The Station is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure or service interruptions. The Station is not responsible for any carrier or server delays or failures.

## **7. TEXT CONTESTS**

**a.** You understand, acknowledge and agree that no purchase is necessary to participate in any text-to-win contest or subscribe to any text club, and that texts sent by the Station are sent using an automated telephone dialing system. By initiating a text message to the Station in this contest, you also expressly consent to the receipt of a reply message confirming your entry and notification via text if you are selected to be a winner. You also understand, acknowledge and agree that reply messages from the Station may contain advertising and marketing messages, which support this free service.

**b.** Message and data rates may be charged by your wireless carrier. The Station is not responsible for any fees incurred by you for this method of entry.

**c.** Entrants to this contest do not provide detailed personal information at the time of entry given the limitations of the text message format, but must provide all requested information if selected as a winners, including first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, date of birth, social security number (if required by law and federal tax reporting requirements), and verification of identity (such as a valid government-issued ID).

**d.** All entrants must follow the “call to action” entry instructions and submit any requested information. If you change your mind regarding the subscription to the text club, you should text the word “STOP” to the designated short code when you receive the confirmation message. You may opt-out to a text club at any time.

**e.** Text message and any mobile device entries will be deemed made by the authorized account holder of the mobile account submitted at the time of entry. The authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. Multiple entrants are not permitted to share the same text or mobile telephone number. Only text messages individually generated by wireless devices such as cellular or smart telephones and Blackberries will be accepted; use of any device to automate entry is prohibited and will be cause for disqualification. Proof of submission of an entry from the entrant shall not be deemed proof of receipt by the Station. The contest/sweepstakes administrator’s telephone system or text platform is the official time keeping device for the contest.

**f.** The Station is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure, service interruptions, carrier or server delays or failures. The Station is not responsible for mis-sent, misdirected, or undeliverable text entries, and votes cannot be recalled once sent.

## **8. INTERNET RULES**

**a.** The Station is not responsible for entries not received due to difficulty accessing the Internet, service outages or delays, computer difficulties or other technological glitches.

**b.** Contest participants using the Internet must provide a valid email address.

**c.** The Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant’s ability to participate.

**d.** The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of game or contest. The Station, in its sole discretion, may award prizes to entries received by alternate means. All Internet participants agree to be bound by the specific contest rules, and the General Contest Rules appearing above.

e. To enter online, you must enter your first name and last name, complete address, city, state, zip code, home telephone number and a valid email address in the online entry form. One Internet entry per person and one Internet entry per email address. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible by assigning email addresses or the domain associated with the submitted email address.

f. The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Station website or who is otherwise in violation of the rules. The Station further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

### **9. WHEN INTERNET CONTEST INVOLVES VOTING**

a. Entrants may not attempt to obtain votes by any fraudulent or inappropriate means, including, without limitation, by: (a) circumventing (or encouraging others to circumvent) any vote limits; (b) using any automated system to vote; (c) offering any inducements to others in exchange for votes; or (d) using proxy voting schemes in which anyone other than the actual person submits the vote. The Station, in its sole discretion, reserves the right to reject any votes that the Station has reason to believe were obtained through fraudulent or inappropriate means.

### **10. WHEN CONTEST INVOLVES VOTING ON SOCIAL MEDIA, INCLUDING FACEBOOK, TWITTER, INSTAGRAM AND OTHERS**

a. Use of multiple Facebook/Twitter/Instagram or other social medial accounts to enter contests is prohibited and will result in nullifying all votes from these accounts and /or disqualification from the contestant. The penalty will be determined at the sole discretion of the judge(s).

### **11. FOR ENTRIES THAT INCLUDE SUBMITTING A VIDEO**

a. Profanity or nudity is not permitted in video entries. The Station, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of the Station to be unsuitable for public viewing, performance or posting via the Internet.

b. Each contestant's video entry must be his/her original creative work and/or property and must not contain copyrighted materials or any other materials which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the video which grants the right to use their name, likeness and recorded voice and the right to post the video on the Station's website for the general public to view. Each contestant agrees to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the video entry.

### **12. FOR ENTRIES THAT INCLUDE SUBMITTING A PHOTO**

a. Nudity is not permitted in photo entries. The Station, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent or otherwise offensive material or if such entry contains material whose content is deemed at

the sole discretion of the Station to be unsuitable for public viewing, performance or posting via the Internet.

**b.** Each contestant's photo entry must be his/her original creative work and/or property and must not contain copyrighted materials or any other materials, which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the photo which grants the Station the right to use their name, likeness and recorded voice and the right to post the photo on the Station's website for the general public to view. Each contestant agrees to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the photo entry.

### **13. FOR CONTESTS PROMOTED ON STATION FACEBOOK PAGE**

**a.** This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By submission of an entry, a contestant releases Facebook from any responsibility or liability of the Contest's administration, prizes or promotion. Contestants are providing entry information to the Station and not to Facebook.

### **14. FOR CONTESTS PROMOTED ON INSTAGRAM**

**a.** This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. By submission of an entry, a contestant releases Instagram from any responsibility related to the Contest.

### **15. FOR CONTESTS PROMOTED ON STATION TWITTER PROFILE**

**a.** This Contest is in no way sponsored, endorsed or administered by or associated with Twitter. By submission of an entry, contestant release Twitter from any responsibility related to the Contest.