

KTBB-FM/AM – KRWR(FM)
Official Contest Rules

No purchase is necessary. Void where prohibited. All federal, state, and local laws and regulations apply.

Eligibility. Unless otherwise specified, all contests are open only to legal U.S. residents age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the Tyler-Longview Metro Area as defined by Nielsen Audio. Void where prohibited by law. Unless otherwise specified, employees of ATW Media, LLC, Gleiser Communications, LLC, their affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the listening areas of ATW Media and/or Gleiser Communications owned radio stations and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year or who are related by blood, marriage or adoption. When an individual wins a prize or contest, that individual, and all immediate family members and members of that individual’s household, become ineligible to enter or win contests on KTBB FM/AM and KRWR for a period of 60 days following the date of winning.- Contests are subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and decisions of station and its participating sponsors, which are final and binding in all matters related to the contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Contest Sponsor. All contests are sponsored by ATW Media, LLC and/or Gleiser Communications, LLC, licensees of KTBB-FM, KTBB(AM) and KRWR(FM) For purposes of these rules, the contest sponsor shall be called and referred to as “station.”

Contest Period. Contests will begin and end at the times specified by on-air announcements on the station. Sponsor’s computer is the official time keeping device for all contests.

Contest Entry. Entry methods for contests will be specified by station and entries or other participation must be received during the contest period to be eligible. Use of any automated system to participate is prohibited and will result in disqualification. Station shall not be responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected entries, all of which will be disqualified. In the event of a dispute as to any entry or participation, the authorized account holder of the email address or telephone number used to

enter will be deemed to be the participant. The “authorized account holder” is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of a contest.

Time Delay Between Over-the-Air Analog Signal and Other Signal Delivery: Due to the time delay that exists between a radio station’s analog over-the-air signal and its online webcast, listeners who listen to station online via computer, smartphone, smart speaker or other internet-based delivery method, may hear contest information or a cue to participate later than than listeners who are listening to the station’s analog over-the-air signal. As a result, the odds of an online listener winning a contest may be diminished.

Method of Winning: The method of winning will be specific to each contest and will be explained via announcements on station prior to the playing of the contest.

Winner Selection. Contest winners will be determined according to the method of winning specified by station at station’s sole and exclusive discretion. The winning entrant will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules or the specific contest rules). Station’s decisions as to the administration and operation of contests and the selection of potential winners is final and binding in all matters related to the contest. Failure to respond to the initial verification contact within three (3) days of notification will result in disqualification.

Verification of Potential Winner. POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules and/or the Official Rules of the specific contest and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email and/or telephone call. The potential winner will be required to sign and return to sponsor, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release within the required time period will be deemed to have accepted the prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner

cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits the prize. In the event that the potential winner of a contest or sweepstakes prize is disqualified for any reason, station, at its sole discretion, may award the applicable prize to an alternate winner.

Prizes. Contest prizes will be as specified by station. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a contest prize depend on a number of factors, including but not limited to the number of eligible entries received by station during the contest period and the number of listeners participating at any given time. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason. For prizes that involve travel, unless otherwise specified, trips must be taken within the stated time periods or will be forfeited, winner and guest must travel on the same itinerary, and winner's guest must be eighteen (18) years of age or older. Trips are non-transferable and no substitution will be made except as provided at the station's sole discretion. Prizes other than cash have no cash value.

Entry conditions and release. By entering a contest, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, which are binding and final in all matters relating to any contest; (b) release and hold harmless station and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in a contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the contest and/or entrant's acceptance, use, non-use or misuse of the prize.

Publicity. Except where prohibited, participation in a contest constitutes participant's consent to station's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or

hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.

Taxes. All State, local, federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded in any contest become the sole responsibility of the winner. All those who win a prize or prizes valued in the aggregate at \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

General Conditions. Sponsor reserves the right to cancel, suspend and/or modify any contest, or any part of it, if any fraud, technical failure or any other factor beyond station's reasonable control impairs the integrity or proper functioning of the contest, as determined by station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of a contest or to participate in or win a contest by fraudulent means may be a violation of criminal and/or civil law, and, should such an attempt be made, station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the contest; (4) technical or human error which may occur in the administration of the contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the contest or receipt or use, non-use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the contest provided that if it is not possible to award another entry due to discontinuance or completion of the contest, or any part of it, for any reason, station, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

Disputes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with a contest, or any prizes awarded, other than those concerning the administration of the contest or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with a contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Contest or Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and station in connection with the contest, shall be governed by, and construed in accordance with, the laws of the State of Texas.

Entrant's Personal Information. Information collected from entrants is subject to Sponsor's Privacy Policy, which is available on station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of station to be used, disposed of or destroyed at its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to a station website.