

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

## **K-FROG Super High-Low Jackpot Contest 2017**

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

#### 1. HOW TO ENTER

a. These rules govern the "K-FROG Super High-Low Jackpot Contest" promotion (the "Promotion"), which is being conducted by KFRG-FM and KXFG-FM (collectively, the "Station"). The Promotion begins on Wednesday, January 18, 2017, and ends on Wednesday, December 20, 2017, or when a total of \$30,001.00 in prize money has been awarded, whichever occurs first (the "Promotion Dates").

b. To participate in the Promotion, listen to the Station each Wednesday during a Contest Week (each Contest Week beginning on a Wednesday as defined in Section 1(e) below) during the Promotion Dates (or when a total of \$30,001.00 in prize money has been awarded, whichever occurs first) between the hours of 6:00AM Pacific Time ("PT") and 7:00PM PT for the on-air talent to announce the cue to call twice each hour. Upon hearing the cue to call, the designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station's contest line 888-431-3764 will have the opportunity to win the "K-FROG High-Low Jackpot" by correctly guessing the amount of money (in both dollars and cents) in the K-FROG High-Low Jackpot at the time of their call. Up to twenty-six (26) guesses will be permitted each such Wednesday and if no winner is determined by 7:00PM PT on the Wednesday of the respective Contest Week, the guesses shall resume at 6:00AM PT on the next weekday until winner correctly guesses jackpot amount.

c. The amount in the "K-FROG High-Low Jackpot" will be no less than one thousand dollars (\$1,000.00) and no more than two thousand dollars (\$2,000.00) as pre-determined by the Station. After the contestant guesses the amount in the "K-FROG High-Low Jackpot", the Station's on-air talent will announce whether the amount guessed is too high, too low, or is correct. If the amount guessed is incorrect, no other callers will be permitted to play "K-FROG High-Low Jackpot" until the Station announces another cue to call. However, if a caller correctly guesses the amount in the "K-FROG High Low Jackpot", that caller will win the specified amount as well as a Pala Casino Prize Package described below if they are 21 or older, upon confirmation of eligibility, and the Promotion will end until the following Contest Week as noted in Section 1(e) below.

d. 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. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will have an opportunity to guess the Jackpot. There is no limit to the number of times a listener may attempt to call in to be a contestant, but an individual may be a winner only once.

e. Up to twenty-five (25) prizes will be awarded in the Promotion; one (1) prize per Contest Week. The Promotion will continue until a total of up to \$30,001.00 is awarded. After the amount in the "K-FROG Super High-Low Jackpot" is guessed correctly, the Promotion for that Contest Week will end and a new cash amount (to be determined by the Station) will be put in the "K-FROG Super High-Low Jackpot" for listeners to guess beginning the next Contest Week. The Promotion will continue until a total of up to \$30,001.00 is awarded. Contest Weeks shall begin on the following Wednesdays: January 18, 2017; February 1, 2017; February 15, 2017; March 1, 2017; March 15, 2017; March 29, 2017; April 12, 2017; April 26, 2017; May 10, 2017; May 24, 2017; June 7, 2017; June 21, 2017; July 5, 2017; July 19, 2017; August 2, 2017; August 16, 2017; August 30, 2017; September 13, 2017; September 27, 2017; October 11, 2017; October 25, 2017; November 8, 2017; November 22, 2017; December 6, 2017; and December 20, 2017.

f. 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 of any nature.

## 2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older at the time of entry and who reside in the state of California. (Entrants must be 21 years of age or older at time of entry to receive a Pala Casino prize package, described below.) Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Pala Casino Resort and Spa, the Station, CBS Radio Inc., each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities") and other radio stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion 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, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

b. Only one (1) winner per household is permitted in any Station-conducted promotion.

c. Each winner must present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize. Each winner will also be required to complete and submit to the Station a completed IRS W-9 Form.

d. Entrants are required to provide truthful information and the Station 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.

### 3. PRIZES

a. Up to twenty-five (25) prizes will be awarded in this Promotion. Each prize consists of a cash prize between \$1,000.00 and \$2,000.00 (the "Prize"). The cash amounts for each Prize will be pre-determined by the Station. Each Prize will be awarded in the form of a CBS Corporate check made payable to the winner. Each winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. The Approximate Retail Value ("ARV") of each Prize is between \$1,000.00 and \$2,000.00. In addition to the cash prize, each eligible winner, 21 or older, will receive a Pala Casino prize package that consists of: one (1) complimentary night stay in a deluxe room (double occupancy) at Pala Casino (11154 Highway 76, Pala, CA 92059) valid for a stay between Sunday and Thursday for up to four (4) months from the date of winning. Each Pala Casino prize package shall include an eighty dollar (\$80) food credit (alcohol and gratuity not included). Must be 21 years or older to use package at the casino. ARV of each prize package is \$269.00. Actual value may vary based on dates of travel. Any difference between stated value and actual value will not be awarded. Certain travel restrictions may apply. Travel arrangements must be made through the Station or its designee. Prize(s) is subject to availability. If the winner(s) cannot travel on date(s) specified by the Station, the winner(s) may be disqualified, and an alternate winner(s) may be selected (time permitting) at the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals (unless otherwise specified), ground transportation to/from the hotel, and tips are the responsibility of the winner(s). If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. The winner(s) and guest(s) must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). No refund or compensation will be made in the event of the cancellation or delay of any prize-related event and/or activity.

b. The maximum ARV of all prizes, including the Pala Casino Prize Packages, shall be \$36,726.00.

c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. The winner(s) will forfeit any prize(s) or prize certificate(s) not claimed within fifteen (15) days of winning. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station may opt to deliver the prize to the winner by mail or overnight courier solely at its discretion. In the event that

the Station delivers the prize to the winner by mail or courier with the winner's consent, the winner assumes the risk of the prize's loss, damage or delay.

d. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). The Prize(s) is provided as is. Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply. Other restrictions may apply.

#### 4. POTENTIAL WINNER SELECTION AND NOTIFICATION

a. Decisions of the Station management with respect to the Promotion are final.

b. Up to twenty-five (25) potential winners will be selected. Potential winners will be selected and notified at the time of their winning call.

c. Odds of winning depend in part upon the number and order of calls received.

d. Winners must listen to the Station, but need not be present to win.

e. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Check prizes will be issued and mailed to each prize winner within eight to ten weeks following confirmation of eligibility and completion of all requisite releases and IRS forms. Prize checks will be mailed to the winners' addresses provided on their IRS Forms W-9. Upon notification, the potential winner(s) will be required to respond to such notification attempt and execute and return an affidavit of acceptance, eligibility, liability and publicity release within fifteen (15) days of such notification or notification attempt or prize(s) will be forfeited and an alternate winner will not be selected. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the required 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(s). The Promotion Entities are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

#### 5. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s)

and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.

b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce, advertising and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message service outages, delays, busy signals, poor signals or signal interference,

accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) 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 Promotion prize 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.

f. 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 entry 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 Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. 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 text or 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 entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

g. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion 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.

h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 New York, NY; (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 and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to "K-FROG Super High-Low Jackpot – Official Rules," Attn: Promotions, 900 E. Washington Street, Suite 315, Colton, CA 92324. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked "K-FROG Super High-Low Jackpot – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and online at [www.K-FROG.com](http://www.K-FROG.com).

## 6. PRIVACY

a. By participating in the Promotion, 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 [www.K-FROG.com](http://www.K-FROG.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.

Administrator: KFRG(FM)/KXFG(FM), 900 E. Washington Street, Suite 315, Colton, CA 92324.

Sponsor: Pala Casino Resort and Spa, 35008 Pala Temecula Road, Pala, CA 92059.