

K-FROG Super High-Low Jackpot Contest 2017 (Rev 11-24-17)

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 18th, 2017 and ends on Wednesday, December 20th, 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 (as defined in section 1(e) below) beginning on January 18th, 2017 and ending on Wednesday, December 20th, 2017, or when a total of \$30,001.00 in prize money has been awarded, 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 upon confirmation of eligibility. There will be twenty-six (26) guesses and if no winner by 7:00PM PT on the Wednesday of contest week, the guesses resume at 6:00AM PT the next day 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, 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 are: January 18th, 2017, February 1st, 2017, February 15th, 2017, March 1st, 2017, March 15th, 2017; March 29th, 2017, April 12th, 2017, April 26th, 2017, May 10th, 2017, May 24th, 2017, June 7th, 2017, June 21st, 2017, July 5th, 2017, July 19th, 2017, August 2nd, 2017, August 16th, 2017, August 30th, 2017, September 13th, 2017, September 27th, 2017, October 11th, 2017, October 25th, 2017, November 8th, 2017, November 22nd, 2017, December 7th, 2017 (Thursday because of the K-FROGGERS For Kids Radiothon happening December 6th) and December 20th, 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.

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older and who reside in the state of California. Void where prohibited or restricted by law. Employees, officers, directors and agents of Pala Casino, the Station, CBS Radio Inc., their corporate affiliates, Station’s advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the “Promotion Entities”) and other radio stations in the Inland Empire, Orange County, Temecula Valley, High Desert or Los Angeles metropolitan areas, the members of their immediate families (spouse, parents, siblings or children) 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.

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.

b. In addition to the cash prize, each winner 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) Sunday-Thursday (valid for four (4) months from the date of winning) and 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). Station will determine itinerary in its sole discretion. The winner(s) and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. 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.

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. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).

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). 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. 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. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. Prize checks will be mailed to the winners upon verification of eligibility. Process of the Prize check will begin when all paperwork is filled out and all documents are signed. Prize check will be mailed to the winner's address provided on the IRS W-9 Form. In the event that the address provided on the IRS W-9 Form is invalid, the secondary source of mailing address will be used (winner's valid photo ID). The Prize check may take approximately 8-10 weeks to be received. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within fifteen (15) days of winning or prize 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 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.

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 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, in perpetuity, 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 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 make changes to the rules 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).

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 for receipt by December 16th, 2017 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 winners send a self-addressed stamped envelope for receipt by February 10th, 2017 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 may be posted online at 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. 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 – 35008 Pala Temecula Road, Pala, CA 92059