

**KMGV, KSKS & KWYE  
TOYOTA PRIUS ART CAR CONTEST  
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 Toyota Prius Art Car promotion (the "Promotion"), which is being conducted by **KMGV, KSKS & KWYE** (collectively the "Station"). The Promotion begins on 7/18/16 and ends on 8/7/16 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter online beginning on **7/18/16** at 12:01am Pacific Time ("PT") and ending on **8/7/16** at 11:59am PT (the "Entry Period") as follows:
  - i. To enter online, visit one of the following websites: mega979.com, ksks.com and y101hits.com and follow the links and instructions to enter the Promotion and complete and submit the online entry form and original artwork during the Entry Period. Entrants upload an original image or drawing illustrating their vision (the "Art Submission," as "Entry"). Entry must be uploaded in a JPG and JPEG (.jpg or .jpeg), PNG (.png) or GIF (.gif) format and must be under 10 MB in size. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Limit one (1) Entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator.
  - ii. Each Entry must be the original creative work of the entrant and must not contain any copyrighted materials or any other materials which may be restricted, prohibited, or outlawed by federal, state, or local laws. Any Entry found to contain copyrighted materials will be disqualified. All Entries and their content become the property of the Station and will not be returned. The Station, in its sole discretion, reserves the right to disqualify, destroy, and/or report any Entry if such entry contains illegal, indecent, pornographic, sexually explicit content, or otherwise offensive material such as aberrational behavior, graphic violence or drug abuse, or if such Entry contains material whose content is deemed at the sole discretion of the Station to be unsuitable for public viewing/reading or posting via the Internet. The Entry may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights including but not limited to copyrights or

trademarks. The Station and reserve the right to edit the Entry. Entries that do not comply with these rules will not be considered and will be disqualified from the Promotion.

- c. There will be up to a total of one (1) winner selected in the Promotion.

## 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 one of the six county jurisdiction that makes up Fresno listening area. Void where prohibited or restricted by law. Employees, officers, directors and agents of Toyota, H&L Partners, the Station, 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 Fresno listening area, 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. The winner(s) may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- 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. PRIZE:

- a. **One (1) \$1,000 check**
- b. (6) to eight (8) weeks following confirmation of eligibility and completion of all requisite releases and IRS forms.
- 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 thirty (30) 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).

- c. 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. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Up to one (1) winner will be selected on **8/19/16** by a judging panel made up of three (3) Station employees and three (3) H&L Partners employees based on the following judging criteria: (i) originality and creativity of Art Submission; and (ii) how closely the entrant's overall vision of "California-style" art reflects California culture. Each criteria will be judged on a scale from one (1) to ten (10) for each Entry. The entrant who submitted the Entry with the highest score at the end of the judging process will be deemed the prize winner upon confirmation of eligibility. If more than one Entry is tied with the highest score, the Station will conduct a random drawing from all Entries tied with the highest score to determine the prize winner.

Decisions of the judging panel are final.

- c. The winner does not need to listen to the Station or be present to win.
- d. The winner will be notified by phone and/or e-mail promptly following the winner selection. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of winning or prize(s) will be forfeited and an alternate winner will be selected (time permitting) from the Entry with the next highest score. 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) 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).

## 5. CONDITIONS

- a. 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.
- b. 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.
- c. 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).
- d. 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.

- e. 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.
- f. 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).
- g. 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 CALIFORNIA; (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. CALIFORNIA law governs the interpretation and construction of these Official Rules and all aspects related thereto.

- h. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by August 10, 2016 to Toyota Prius Mobile Art Car Contest Rules, 1071 West Shaw Avenue, Fresno, CA 93711.

## 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 [radioalice.com](http://radioalice.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: KMGV, KSKS & KWEY, 1071 West Shaw Avenue, Fresno, CA 93711.

Sponsors: Northern California Toyota Dealer Advertising Association and H&L Partners, 353 Sacramento Street, 21<sup>st</sup> Floor, San Francisco, CA 94111