

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.

## Fulton Homes NOON Salute 2017-2018 School Year

### 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 "Fulton Homes NOON Salute 2017-2018 School Year" promotion (the "Promotion"), which is being conducted by KOOL-FM (the "Station"). The Promotion begins on August 14, 2017 and ends on May 21, 2018 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter by mail beginning on August 14, 2017 and ending on May 16, 2018 (the "Entry Period") as follows:
  - i. To enter by mail, legibly write your first name, last name, telephone number, a valid email address, school name, band name/organization (if applicable), school complete address, city, state, and zip code on a 3 x 5 index card along with a CD containing the school band's (i.e. middle school, junior high or high school marching band, jazz band, choir) recorded version of the "Star-Spangled Banner" in .wav; mp3 or mp4 format ("Audio Submission") to mail it to KOOL Radio – Noon Salute 840 N Central Ave. Phoenix, AZ 85004. P.O. Boxes are not permitted. Mail-in entries must be postmarked by May 11, 2017 and received by May 16, 2017 regardless of postmark date. Only one (1) mail-in entry per school organization is permitted (e.g., a marching band and a choir from the same school may enter). Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification.
  - ii. If participating school band or choir is unable to record their performance, they can request the Station record the performance. School may request the station record the performance by mail, e-mail at [elizabeth.keeve@cbsradio.com](mailto:elizabeth.keeve@cbsradio.com) or phone at 602-452-1048. **This option is subject to availability and is not guaranteed.** To the best of its abilities, the Station will schedule a promotion assistant to go to the school to record the school's performance at a mutually agreed upon date/time during the Entry Period coordinated with the school music director. At the time of recording, an employee/authorized representative of the band/organization must be present

and will be required to fill out all required information for the Station. All recordings must be scheduled to be recorded during the Entry Period. Each such recording shall be deemed an Audio Submission.

- iii. Each Audio Submission must be the entrant's school band or choir's original, creative performance, and must not be protected by copyright; each entrant must have the right to submit it. The Audio Submission 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 Audio Submission must not contain materials that may be restricted, prohibited or outlawed by federal, state or local laws. Station, in its sole discretion, reserves the right to disqualify any entry if such entry contains illegal, indecent or otherwise offensive material, or if such entry contains any nudity/profanity or material whose content is deemed at the sole discretion of the Station to be unsuitable for public display, broadcast, or posting on the Station's website (i.e., entries must be radio clean). Entries that do not comply with these rules will not be eligible for the Promotion.
- c. There will be up to a total of twenty-nine (29) qualifiers and nine (9) Prize winners selected in the Promotion.

## 2. ELIGIBILITY RESTRICTIONS

- a. All entries must be submitted by an employee/authorized representative of a middle school/junior high/high school in Maricopa County who is 18 years of age or older. Void where prohibited or restricted by law. Employees, officers, directors and agents of Fulton Homes, 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 school band or choir organization is permitted in this Station-conducted promotion.
- c. Prizes will be made out to the school. The employee/authorized representative may be required to present valid government-issued photo identification on behalf for the school to be able 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. PRIZES

- a. Up to ten (10) Prizes will be awarded in this Promotion. Each Prize is a one thousand dollar (\$1,000) donation made payable to the winning school's band program. Approximate Retail Value of each prize is \$1,000.
- b. Total ARV of all prizes: \$10,000.
- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes will be awarded in the form of a check made payable to the winning school's music program. Employee/representative who submitted the Audio Submission of the winning school's band will forfeit any prize or prize certificate not claimed within seven (7) days of winning, and on behalf of the school, will be required to submit all required paperwork and provide all Station-requested information for the check to be issued. **Checks may take up to twelve (12) weeks to receive and will be mailed directly to the winning school's band program.**
- 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. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. On each of the following dates below (each a "Qualifier Selection Date"), a judging panel made up of five (5) Station and/or Sponsor employees or designees will judge all Audio Submission received up until 2:00pm Mountain

Standard Time (“MST”) on that respective Qualifier Selection Date and select three (3) qualifiers (each a “Qualifier”) based on the following judging criteria: vocal range, vocal quality, melody and harmony, and the overall performance (“Judging Criteria”). The Station will notify the person who submitted the Qualifying Audio Submission by telephone promptly following the Qualifier selection. Entries that are not selected as Qualifiers will remain eligible to be selected as a Qualifier on subsequent Qualifier Selection Dates. There is no prize associated with being a Qualifier.

**Qualifier Selection Dates:**

August 18, 2017  
September 20, 2017  
October 25, 2017  
November 22, 2017  
December 13, 2017  
January 24, 2018  
February 21, 2018  
March 21, 2018  
April 18, 2018  
May 16, 2018

- c. On each of the following dates below (each a “Winner Selection Date”), a judging panel made up of five (5) Station and/or Sponsor employees or designees will judge all Qualifiers selected up to the time of the Winner Selection Date and select one (1) Prize winner based on the Judging Criteria described above. The Station will notify the person who submitted the Prize winning Audio Submission by phone by telephone promptly following the Prize winner selection. Qualifiers that are not selected as Prize winners will remain eligible to be selected as a Prize winner on subsequent Winner Selection Dates.

**Winner Selection Dates:**

August 21, 2017  
September 25, 2017  
October 30, 2017  
November 27, 2017  
December 18, 2017  
January 29, 2018  
February 26, 2018  
March 26, 2018  
April 23, 2018  
May 21, 2018

- d. Qualifiers and Prize winners need not listen to the Station or be present to win.
- e. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The employee/authorized representative who submitted the

Audio Submission of the winning school's band must execute and return any required affidavit of eligibility and/or liability/publicity release within seven (7) days of winning or prize(s) will be forfeited and no alternate Prize winner will be selected. If a potential employee/authorized representative 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 school forfeits the prize(s).

## 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 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, unsuccessful, or late entries or notifications; (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 "Fulton Homes NOON Salute 2017-2018 School Year – Official Rules," Attn: Promotions, KOOL FM., 840 N Central Ave., Phoenix, AZ 85004. 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 "Fulton Homes NOON Salute 2017-2018 School Year – 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.koolradio.com](http://www.koolradio.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.koolradio.com](http://www.koolradio.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: KOOL FM., 840 N Central Ave., Phoenix, AZ 85004.

Sponsor: Fulton Homes, 9140 S Kyrene #202, Tempe, AZ 85284.