

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.

## **KOOL'S TEMPE MARKETPLACE 10-YEAR CELEBRATION 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 "Tempe Marketplace 10-Year Celebration Contest" promotion (the "Promotion"), which is being conducted by KOOL (FM) (the "Station"). The Promotion begins on Monday, September 11, 2017, and ends on Thursday, September 28, 2017 (the "Promotion Dates").
- b. To Promotion, entrant may enter weekdays by text message or online beginning on Monday, September 11, 2017, at 6:00 a.m. Mountain Standard Time ("MST") and ending on Sunday, September 24, 2017, at 11:59 p.m. MST (the "Text and Online Entry Period") or onsite at the Tempe Marketplace located at 2000 E Rio Salado Pkwy, Tempe, AZ 85281 between 6:00 p.m. and 6:45 p.m. MST on Thursday, September 28, 2017 (the "Onsite Entry Period") as follows.
- c. Text and Online Entry: Listen to the Station on-air during the Text and Online Entry Period for the announcements of the Keywords ("Keywords"). Upon hearing the Keyword and Cue, enter by text message or online within the hour during which the Cue is announced. Each entry window closes at the end of each hour in which the Cue is announced (0:59:59), regardless of when the Cue airs (each, an "Entry Period"). Each participating station reserves the right to announce the Keyword and Cue between the first five (5) minutes of the hour and fifty-five (55) minutes of each hour. Entrants may then enter online or by text using the respective Keyword until the top of the hour following each Cue announcement. Any entries received before the Cue is aired will be disqualified. (For example, if the Keyword is announced at 8:00 p.m. MST and the Cue airs at 8:30 p.m. MST, the Keyword would be valid from 8:30 p.m. MST to 9:00 p.m. MST.) Entries without the correct Keyword for that specific hour and day will be disqualified.
  - i) **Text Method**: Text the Keyword for each specific Cue to Enter to 22945 to enter the Promotion within the hour during which the Cue is announced. (Entrants may also enter online as described below.) Message and data rates may apply. Wireless service providers may charge entrants for each

text message, including any error message that is sent or received in connection with the Promotion. The Station is not responsible for any fees and taxes incurred by an entrant for this method of entry. **BY ENTERING BY TEXT, ENTRANTS CONSENT TO RECEIVE AT LEAST ONE (1) AUTODIALED INFORMATIONAL TEXT MESSAGE FROM THE STATION ON THEIR WIRELESS NUMBER, INCLUDING A MESSAGE CONFIRMING ENTRY AND LEGAL DISCLAIMERS,** AND ENTRANTS UNDERSTAND THAT THEIR CONSENT IS NOT REQUIRED AS A CONDITION OF PURCHASE. Text entrants consent to receive additional autodialed text messages or a notification phone call at the number from which the text entry was received if selected as a qualifier, finalist or winner, as applicable, and to accept any charges associated therewith. Potential prize winner(s) in a text message promotion must provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth to verify eligibility. P.O. Boxes are not permitted. Text messaging may not be available through all wireless carriers, and the Station makes no guarantee that any particular wireless service provider will participate.

- ii) **Online Method:** Visit <http://KOOLradio.com> upon hearing a Cue to Enter and follow the links and instructions to enter the Promotion and complete and submit the online entry form, including the respective Keyword, within the hour during which the Cue is announced. Each entry must include the Keyword for that specific Cue to Enter. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Multiple participants are not permitted to share the same email address, and only one email address may be used per entrant. 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.
  - iii) **Limit one (1) entry per person per Cue, regardless of entry method. Multiple participants are not permitted to share the same phone number or email address.**
- d. Onsite Entry: To enter on site, entrants must visit the KOOL setup at Tempe Marketplace located at 2000 E Rio Salado Pkwy, Tempe, AZ 85281 during the Onsite Entry Period to obtain an official entry form (available while supplies last), legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on an official entry form and place the completed entry form in the dedicated collection box. P.O. Boxes are not permitted. All entries must be received by 6:45 p.m. MST on Thursday, September 28, 2017. Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification.

- e. There will be up to a total of twenty four (24) Finalists (ten (10) from the combined text/online entries and fourteen (14) from the Onsite entries), selected in the Promotion. An entrant may not be both a text/online and onsite Finalist. An entrant may only be a Finalist once regardless of entry method.
- 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 time of entry and who reside in Arizona. Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Tempe Marketplace, 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. Limit one (1) winner per household is permitted in the Promotion.
- c. Each winner 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. PRIZES

- a. Up to twenty four (24) Finalist Prizes will be awarded in this Promotion. Each Finalist Prize consists of only ONE (1) of the following options:

- (i) Five (5) two hundred dollar (\$200) Visa gift cards. Funds never expire. Cards expire February 1, 2026. (ARV: \$1,000);
- (ii) One (1) ten dollar (\$10) Coffee Bean & Tea Leaf gift card. No expiration date. (ARV: \$10);
- (iii) One (1) ten dollar (\$10) Old Navy gift card. Restricted to use in the USA, Puerto Rico and Canada. No expiration date. (ARV: \$10);
- (iv) One (1) ten dollar (\$10) Harkins Theatres gift card. Service fees will be deducted until balance is depleted as follows: AZ & TX: After 24 months of non-use, \$2 monthly. No expiration date. (ARV: \$10);
- (v) One (1) ten dollar (\$10) Rocky Mountain Chocolate Factory gift card. No expiration date. (ARV: \$10);
- (vi) One (1) ten dollar (\$10) Journeys gift card. No expiration date or fees apply. (ARV: \$10);
- (vii) One (1) ten dollar (\$10) Dave & Buster's gift card. No expiration date. (ARV: \$10);
- (viii) One (1) ten dollar (\$10) Barnes & Noble gift card. No expiration date. (ARV: \$10);
- (ix) One (1) ten dollar (\$10) Mojo Yogurt gift card. Only valid at 2000 E. Rio Salado Parkway Tempe, AZ 85281 location. No expiration date. (ARV: \$10);
- (x) One (1) ten dollar (\$10) Lucille's Smokehouse Bar-B-Que gift card. No expiration date. (ARV: \$10);
- (xi) One (1) ten dollar (\$10) Nordstrom gift card. No expiration date. (ARV: \$10);
- (xii) One (1) ten dollar (\$10) Coldstone Creamery gift card. No expiration date. (ARV: \$10);
- (xiii) One (1) ten dollar (\$10) Néktør Juice Bar gift card. No expiration date. (ARV: \$10);
- (xiv) One (1) ten dollar (\$10) Kabuki Japanese Restaurant gift card. No expiration date. (ARV: \$10);
- (xv) One (1) ten dollar (\$10) Best Buy gift card. Restricted to use in USA and Puerto Rico. No expiration date. (ARV: \$10);

- (xvi) One (1) ten dollar (\$10) Tilly's gift card. No expiration date. (ARV: \$10);
- (xvii) One (1) ten dollar (\$10) Just Sports gift card. Restricted to use in Arizona. No expiration date. (ARV: \$10);
- (xviii) One (1) ten dollar (\$10) Total Wine & More gift card. Card will expire after five years of non-use. (ARV: \$10);
- (xix) One (1) ten dollar (\$10) Red Robin gift card. Not valid in Canada. No expiration date. (ARV: \$10);
- (xx) One (1) ten dollar (\$10) Panera Bread gift card. Restricted to use in the USA. No expiration date. (ARV: \$10);
- (xxi) One (1) ten dollar (\$10) Kings Seafood Company gift card. No expiration date. (ARV: \$10);
- (xxii) One (1) ten dollar (\$10) Designer Shoe Warehouse (DSW) gift card. No valid in Canada. No expiration date. (ARV: \$10);
- (xxiii) One (1) ten dollar (\$10) Thirsty Lion Gastropub & Grill gift card. No expiration date. (ARV: \$10);
- (xxiv) One (1) ten dollar (\$10) It'Sugar gift card. No expiration date. (ARV: \$10);
- (xxv) One (1) ten dollar (\$10) Bar Louie gift card. No expiration date. (ARV: \$10);
- (xxvi) One (1) ten dollar (\$10) BevMo! gift card. No expiration date. (ARV: \$10);
- (xxvii) One (1) ten dollar (\$10) Target gift card. Restricted to use in the USA. No expiration date. (ARV: \$10);
- (xxviii) One (1) ten dollar (\$10) California Pizza Kitchen gift card. Restricted to use in the USA only (excluding airport locations, stadiums, universities, travel plazas and Mirage Hotel in Las Vegas, NV). No expiration date. (ARV: \$10);
- (xxix) One (1) ten dollar (\$10) H&M gift card. Restricted to use in the USA, Puerto Rico and Canada. No expiration date. (ARV: \$10)

- b. All winners 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(s). Each Prize is awarded as is. Gift cards valid only on the date(s) printed on the gift cards. Gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time. Lost or stolen gift cards will not be

replaced. Gift cards may not be sold to a third party. Any gift cards will be subject to the terms and conditions as set forth by the issuer.

- 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 will forfeit any prize(s) or prize certificate(s) not claimed within ten (10) days of winning, or prize(s) will be forfeited and an alternate Prize winner will not be selected. 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. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. On Monday, September 25, 2017, at approximately 9:00 a.m. MST up to ten (10) Finalist winners will be selected in a Station-conducted random drawing from the combined pool of all eligible online and text message entries received during the Entry Period. In order to win a prize, the online and text Finalists must attend the KOOL setup at Tempe Marketplace on September 28, 2017 as described below.
- c. On Thursday, September 28, 2017 at approximately 6:50 p.m. MST up to fourteen (14) onsite Finalist winners will be selected in a Station-conducted random drawing from all onsite entries received during the Onsite Entry Period. If any of the ten (10) text/online Finalists did not check-in by 6:45 p.m. MST on September 28, 2017 at the KOOL setup at Tempe Marketplace, the Station reserves the right but not the obligation to select additional alternate Finalist(s)

from the remaining onsite entries. Potential onsite Finalists will be notified of winning onsite at the time of the random drawing. Potential winners must come forward within one (1) minute of his or her name being announced onsite. In the event that any potential onsite Finalists do not come forward within one (1) minute, the potential winner will forfeit the prize and an alternate potential onsite Finalist(s) will be selected at random from the remaining onsite entries and his/her name announced, and he or she will have one (1) minute to come forward.

- d. An entrant may be a Finalist only once.
- e. On Thursday, September 28, 2017 at approximately 6:55 p.m. MST all twenty four (24) Finalists must pick a number from the KOOL table at the KOOL setup at Tempe Marketplace to determine the number the Finalist participates in the contest. All twenty (24) Finalists must be present at Tempe Marketplace and check-in with Station personnel by 6:45 p.m. MST on Thursday, September 28, 2017 in order to be eligible to win a Finalist Prize. If any Finalists are not present at Tempe Marketplace (at the Station booth) by 6:45 p.m. MST on Thursday, September 28, 2017, the Finalist(s) will be disqualified and forfeit their chance to win a Finalist Prize.
- f. Finalist Prize Game: The following applies to the Finalist Prize contest:
  - (i) The contest attempt must occur in the presence of the Station's administrator. Any attempt not made in the presence of the Station's contest administrator for any reason will be disqualified and is not eligible to win or attempt to win a Finalist Prize.
  - (ii) The Finalists will be presented with a unique set of twenty-four (24) sealed contest envelopes, which will all be placed on a game board for one (1) attempt to win a Finalist Prize.
  - (iii) Each Finalist is required to select and remove a maximum total of one (1) of the twenty-four (24) sealed contest envelopes from the game board. In the event any space on the game board has more than one (1) sealed contest envelope – the Finalist is required to select only one (1) of the sealed envelopes.
  - (iv) The Finalist then opens the one (1) selected sealed contest envelope and removes the prize slip contained inside. The Finalist then automatically wins the prize as stated on the slip within the envelope. The prize is one (1) of the prizes as stated above in Section 3 (a.).
- g. Odds of being named a text/online Finalist depend on the number of text and online entries received during the Text/Online Entry Period. Odds of being named an onsite Finalist depend on the number of entries received during the

Onsite Entry Period. Each Finalist shall win a prize if they attend the event and participate as described above, though the odds of any one particular prize shall be approximately 1:24.

- h. Entrants who enter by text/online must listen to the Station to win and must be present to win a Finalist Prize. Entrants who enter onsite need not listen to the Station but must be present to enter and win a Finalist Prize. Finalist Prize winners need not listen to the Station but must be present to win a Finalist Prize.
- i. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. The text/online Finalist Prize winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize(s) will be forfeited and no alternate text/online Finalist Prize winner(s) will be selected. The onsite Finalist Prize winners, must execute and return any required affidavit of eligibility and/or liability/publicity release onsite at the time of winning or prize will be forfeited and an alternate onsite Finalist Prize winner will not be selected. 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. 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 “Tempe Marketplace 10-Year Celebration Contest – 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 “Tempe Marketplace 10-Year Celebration Contest – 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.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 [KOOLradio.com](http://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.

Promotion Administrator: KOOL-FM, 840 N. Central Ave., Phoenix, AZ 85004

Promotion Sponsors: Tempe Marketplace, 2000 E Rio Salado Pkwy, Tempe, AZ 85281