## TOWNSQUARE MEDIA, LLC

The 'K99 VIP Contest' (the "Contest")

## **Contest Official Rules**

By entering the Contest, you agree to be bound by these Official Rules and to comply with all applicable laws and regulations.

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES WHO HAVE REACHED EIGHTEEN (18) YEARS OF AGE AS OF MAY 1, 2015.

- 1. SPONSOR: The sponsor of the Contest is Townsquare Media, LLC (the "Sponsor") with offices at 600 Main Street in Windsor, CO.
- 2. PRIZE: The prize of the Contest consists of the following: (a) a pair of tickets to K99 sponsored concerts and events from 6/1/15 5/31/16. For the VIP to receive a pair of tickets to a concert or event, K99 must have a minimum of (4) pair of tickets in house for the event/concert.

The estimated total retail value of the prize of this Contest is three thousand dollars (\$2,000.00) which value may vary based on the exact amount of tickets winner receives in the next year. The winner is not permitted to substitute the prize for its cash equivalent. The Sponsor reserves the right to substitute any or all of the prizes with any article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred. Winner is responsible for all costs incurred for venue parking, food at events, and other incidentals during each event.

3. HOW TO ENTER: You may enter by listening to KUAD-FM (K99.1) each weekday at 7:20 for that days "VIP Artist of the Day". When any song plays from that day's artist between 8a – 6p, K99 will reward caller nine with a qualification entry into the promotion, along with a CD from a K99 artist. Winner will be announced the morning of Friday, May 29<sup>th</sup> with the Good Morning Guys morning show. **Sponsor reserves the right to deem void and disqualify any entry for any reason, in its sole and absolute discretion, and without notice.** The personal information that you submit will be subject to Sponsor's privacy policy. Sponsor may use the information you submit to offer you information on other offers or products or services.

## Multiple entries are NOT permitted, and promotion only allows one entry per name.

- 4. ELIGIBILITY: The Contest is open to all residents of the Fort Collins-Greeley-Denver Metro area who have reached eighteen (18) years of age as of May 1, 2015. Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who from and after May 1, 2015 were or are employees or agents of Sponsor or its affiliates, parent, subsidiaries, or the service agencies or independent contractors of the above organization(s); (b) persons who are engaged in the development, production, distribution of materials, or drawing of winners for this Contest; and (c) persons who are immediate family of or who reside in the same household as any person in either of the preceding categories.
- 6. WINNER NOTIFICATION; REQUIRED RELEASES: The winner will be selected and notified on or about May 29, 2015. The winner will be notified by phone. In the event that Sponsor cannot reach the winner within three (3) days after it attempts to notify the winner, Sponsor will select a new winner according to these rules. Additionally, if the winner is ineligible, it will be deemed as if the winner has rejected the prize, and Sponsor will select a new winner.

To claim the Prize, the winner must:

- (a) Confirm receipt of the notice by return email; and
- (b) complete, sign and return a Winner Affidavit & Release form (to be provided by Sponsor), a 1099-MISC IRS tax form (to be provided by Sponsor) and such other documentation (if any) requested by Sponsor.
- 7. ENTRY PERIOD: The Contest begins on **May 4, 2015** and ends **May 29, 2015**. All entries must be received by 6:00 p.m. Mountain Time on **May 28, 2015**.
- 8. ADDITIONAL CONDITIONS: Sponsor reserves the right to terminate the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest as determined by Sponsor in its sole discretion. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated the Official Rules or any element of the Contest. By participating, entrants agree: (a) to be bound by the Contest Official Rules and the decisions of the person or persons who select the winners, and (b) to release and hold harmless Sponsor, its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies, from any and all liability with respect to acceptance, possession or use (or misuse) of the prizes or participation in the Contest.
- 9. USE OF NAME, LIKENESS, ETC.: By entering the Contest, you hereby acknowledge and agree that Sponsor and Prize Provider (each a "Sponsor Entity(ies)") shall have the unlimited right in perpetuity and throughout the world to use and publish your name, voice, city, state, likeness, photograph, video, biographical and prize information, and other elements of your persona and identity, in all media now known or hereafter developed, for all purposes of this Contest, as well as for all general marketing, advertising, promotional, commercial tie-in, merchandising, and other business purposes of Sponsor Entities, all without notice or compensation to you.
- 10. ENTRANT RELEASE: By entering this Contest, you forever release and discharge, and agree to hold harmless, all Sponsor Entities from any and all claims, causes of action, liabilities and damages: (a) for personal injuries, death, loss of or damage to personal property, and/or other harm or loss of any nature whatsoever sustained by anyone or anything in connection with your submission and participation in the Contest; and/or (b) for libel, defamation, invasion of privacy, violation of the right of publicity, infringement of copyright, or violation of any other personal or property right based upon, arising out of, or relating to any exploitation of your video (including your likeness and appearance embodied therein) by any Sponsor Entity pursuant to the rights grant set forth above.
- 11. TAXES: Taxes (federal, state, and local) are the sole responsibility of the winner. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law.
- 12. WINNERS LIST: For the name of the prize-winner, available after May 29, 2015, please send a separate, self-addressed stamped envelope to 'K99 VIP Contest" c/o Townsquare Media LLC, 600 Main Street, Windsor, CO 80550.
- 13. COPY OF THE RULES: To obtain a copy of the rules, please send a separate, self-addressed stamped envelope to **'K99 VIP Contest "c/o Townsquare Media LLC, 600 Main Street, Windsor, CO 80550.**
- 14. APPLICABLE LAW: These rules are governed by the laws of the State of Colorado without giving effect to conflicts of law rules.
- 15. PRIZE PROVIDER: **K99/Townsquare Media** (the "Prize Provider").