

96.5 THE FOX “DEEP FREEZE” PROMOTION

Official Contest Rules

A complete copy of these rules can be obtained at the offices of radio station **KBYZ**, owned and operated by Townsquare Media (collectively, the “Station”), **4303 Memorial Highway, Mandan, ND 58554**, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the ‘**DEEP FREEZE**’ Contest (the “Contest”) substantially as described in these rules, and by participating, each participant agrees as follows:

1. No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.
2. Only legal U.S. residents age 21 or older with a valid Social Security number at the time of entry are eligible to participate in Station contests. Employees, agents, representatives, or affiliates of the Station, its affiliates, participating sponsors, other radio stations, television stations and print advertising companies serving the metro area, and their immediate family members and household members are not eligible to participate. The term “immediate family members” includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others.
3. An individual may win an on-going contest only once per six-month period unless otherwise specifically stated. An individual may win other seasonal or one-time contests only once for the duration of the contest.
4. The contest will begin on **October 12th, 2015** and will run through **November 1st, 2015** (the “Contest Period”).
5. **Individuals will get qualified for the “Deep Freeze” giveaway by guessing a date and time the temperature in Bismarck-Mandan will drop below zero. Individuals will make their guesses online.** Late, incomplete or illegible entries will be disregarded.
6. On **November 1st**, entrants’ guesses will be selected as a potential grand prize winner. The temperature and times will be monitored each day until Bismarck-Mandan’s temperature drops below zero. Whichever entrant guesses the closest date and time will win the grand prize. If it is determined that the candidate is not eligible to receive the grand prize, in the Station’s sole judgment and discretion, another candidate will be selected for eligibility consultation and this process will continue on until such time as an eligible candidate is found. In the unlikely event that no candidates are found to meet the specifications, then the prize will go un-awarded. In the event of a tie, the winner will be determined by a random drawing.
7. One (1) grand prizes will be awarded. The grand prize includes a remote car starter from Rides Auto Sales with free installation. Total grand prize package is valued at \$399.99.
8. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
9. All prizes are awarded “as is.” Prizes are nontransferable and cannot be exchanged. No substitute prize will be awarded to a winner who declines to accept a prize.
10. Odds of winning depend on a number of factors including the number of eligible entries received and listeners participating at any given time.
11. The Station shall not be responsible for the failure of participating sponsors to deliver the prizes or any part thereof as described herein.

12. All entrants and winners agree that the Station shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in, winning, or losing any contest and/or by the acceptance, use, or non-use of any prize received in connection with this contest.
13. All prizes must be claimed in person at the Station at the address identified above during regular business hours and within ten (10) business days of winning, excluding holidays. After such time, ownership of said prize reverts back to the Station to be disposed of at its discretion. The winner then loses all claims and rights to said prize.
14. Proper identification must be presented by any winner to claim prize. As a condition to receiving the prize, any potential winner must complete and sign a Winner's Affidavit and Release, releasing the Station from all liability in connection with winner's participation in the contest and acceptance, use, or non-use of the contest prize.
15. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of the Station to be used, disposed of or destroyed in its sole discretion. The Station is not responsible for any incorrect or inaccurate information entered by website users, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Station's website.
16. All entrants and winners agree to give the Station and its licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish their name, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, and winner's voice, recorded or live, for any reason the Station deems necessary without compensation, unless prohibited by law. All winners release, discharge, and agree to hold the Station harmless from any and all claims they may have against the Station in connection with the taking, production, or the use of winners' name, city of residence, any photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations, and including winners' voices, recorded or live. All winners further acknowledge that the Station owns or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to the Station.
17. By participating in the Contest, each participant agrees to receive email communications from the Station regarding Station events and contests. Any participant that opts-out of these mailings will also remove themselves from the contest. By participating in the Contest, where allowed by law, participants agree that the Station may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.
18. By participating in the Contest, participants agree to be bound by the decisions of Station personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Station, the Station reserves the right to terminate this Contest, or make such other decisions regarding the administration or outcome as the Station deems appropriate. All decisions will be made by the Station are final. The Station may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE,

STATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

19. By participating in this contest, each participant agrees to waive any and all claims for damages for death, personal injury, loss of property or property damage that he or she may sustain as a result of his or her participation in the contest and/or the use of any prize, and any damages or losses arising from the implementation or carrying out of the contest or any participant's failure to win the contest or receive the prize, and to release Cumulus Broadcasting LLC, the Stations, and their parent companies, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability arising out of or connected in any way with his or her participation in the contest, even though that liability may arise out of an intentional act, omission, negligence or carelessness on the part of the persons or entities mentioned above.
20. The Station reserves the right to limit the number of times an individual may enter a contest or drawing.
21. The Station reserves the right to require contestants to be present at drawings in order to win their prize.
22. A winners list may be obtained after _____, by sending a self-addressed stamped envelope to the following address:

KBYZ-FM
4303 Memorial Highway
Mandan, ND 58554

23. Participating Sponsors:

Rides Auto Sales