



## Roll In Style In A Mercedes-Benz - MIX 106

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. All federal, state and local regulations apply. Sponsored by Townsquare Media Boise 827 E. Park Blvd., #100, Boise, ID 83712 ("Sponsor"). These Official Rules govern the sweepstakes (the "Promotion") being conducted by participating Townsquare Media Boise radio station, KCIX - MIX 106 (the "Station").

This Promotion is titled: Roll In Style In A Mercedes-Benz

### 1. PROMOTION DATES

This Promotion begins October 6, 2014 at 6:00am local time and ends on October 17, 2014, at 10:00am local time (the "Promotion Period").

### 2. ELIGIBILITY

a. The Promotion is open to all legal U.S. residents who are 25 years of age or older (unless otherwise stated) with a valid driver's license and auto insurance who reside in the Station metro survey area as defined by Nielsen Audio. Employees of the Station, the Station's licensee, Sponsor, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and participating sponsors (collectively, "Promotion Entities"), other radio stations in the Station's metropolitan area, the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. "Immediate family" members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations may participate in this Promotion. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

b. Proof of age, identity and eligibility must be furnished to Station upon request. All entry information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry.

c. 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 entry from individuals who do not meet the eligibility requirements. The Station will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

### 3. HOW TO ENTER AND WINNER SELECTION

#### ON-AIR LISTENING:

a. Listen to MIX 106 during the Promotion Period for instructions about the Contest.

#### ONLINE REGISTRATION:

a. To register, visit the Station website [www.mix106radio.com](http://www.mix106radio.com) and follow the link(s) and instructions to register for the Promotion and submit your first name and last name, your valid phone number and email address, as well as your nominee's first name and last name, and any other required information in the online entry form.

b. Only one online entry per person is permitted, unless otherwise noted. An entrant may use only one email address for purposes of entry in this Promotion. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Ineligible entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. Online

entry webpage computer is the official time keeping device for the Promotion. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems.

#### GRAND PRIZE WINNER SELECTION:

The Grand Prize winner will be selected by Contest Entities and announced on-air sometime between 6:00am – 10:00am on Monday October 13 - 17, 2014 using the pool of eligible finalists from the Online Registration, as described above.

#### 4. PRIZE(S)

a. The Grand Prize package includes the following:

One (1) week usage of either the 2015 GLA Mercedes-Benz from Lyle Pearson that Kate McGwire have test driven or the 2015 C-Class Mercedes-Benz from Lyle Pearson that Jeff Connell have test driven. There are five (5) Grand Prizes available to win.

Approximate Value: \$1.00.

b. Winner must review, agree to and sign the Lyle Pearson Dealer's Permit For Demonstration agreement form before receiving the Grand Prize. All local and federal laws apply.

c. Winner must pay for fuel used, any and all parking and traffic violation charges, and any other operating fees accrued during the Grand Prize possession period. Winner must not accrue more than 300 miles while driving the designated vehicle and must have the vehicle stay within 100 miles of the Lyle Pearson Boise Dealership during the Grand Prize possession period. The winner must be 25 years of age or older and show proof of a valid driver's license and auto insurance at the time of the Grand Prize vehicle release and possession period.

d. Odds of winning depend on the number of eligible entries received. All prizes will be awarded, provided a sufficient number of eligible entries are received.

e. The winner will be solely responsible for all taxes and all other expenses not specified herein associated with the receipt and use of the prize. The prize is awarded as is, and the Promotion Entities have neither made nor are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, with the exception of any standard manufacturer's warranty that may apply to the prize. Additional restrictions may apply. Prize is subject to availability. The winner must sign and return to Sponsor an affidavit of eligibility/ publicity and liability release form prior to accepting the prize, as described below. If any prize related event is unable to take place as scheduled, for any reason, the Sponsor's sole responsibility to the winner will be to award the remaining available portion of the prize and no substitution or compensation will be provided for the unawarded portion of the prize. Sponsor reserves the right to remove or to deny the prize to the winner, if winner engages in disruptive or unruly behavior or in any manner with intent to annoy, abuse, threaten or harass any other person associated with the prize.

f. If the prize is a gift card or certificate will be subject to the terms and conditions as set forth by the issuer of the gift certificate and will expire on the date specified.

g. All prizes or prize certificates may be picked up at the office of the local Station or otherwise stated. The winner will forfeit any prize or prize certificate not claimed within thirty (30) days of winning, unless the prize is time sensitive, and expired or takes place within that period, in which case, the prize must be picked up within that date.

h. There is no substitution, transfer or cash equivalent for prizes, except that the Sponsor may, at its sole discretion, substitute prizes or cash of comparable value.

#### 5. WINNER NOTIFICATION AND CLAIM

a. Winner will be selected and announced in accordance with these Official Rules. Winner will be notified by phone within ten (10) days of the drawing. All decisions of the Sponsor with respect to the Promotion are final.

b. If necessary, the winner must execute and return any required affidavit of eligibility and/or liability/publicity release within seven (7) days of winning or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required 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. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. A parent or legal guardian must accompany any minor children in all Promotion-related activities, and a parent or legal guardian must claim the prize and sign any requisite releases on behalf of the minor child.

## 6. CONDITIONS AND LIMITATION OF LIABILITY

a. Entrants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Promotion Rules, and by entering, participants agree to be bound to these Official Rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Promotion, without regard to that jurisdiction's choice of law rules.

b. The winner 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 valued at \$600 or more or for any prizes awarded by the Station in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent upon request may result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.

c. By entering the Promotion, entrants and participants grant to the Promotion Entities the right to publicize the participant's name, photograph, video, image, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law.

d. Winners and entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Promotion Entities, their employees, agents and representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of this Promotion, from any and all tax liability that may be imposed or associated with receipt or use of the prizes, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury or losses (INCLUDING PERSONAL INJURY OR DEATH) sustained in connection with the receipt, ownership, or use of the prize or while traveling to, preparing for, or participating in any Promotion-related or prize-related activity.

e. 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 Sponsor's control 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, or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.

f. Sponsor, in its sole discretion, reserves the right to disqualify any person not abiding by the official rules, or for tampering with the entry process or the operation of the Station's website, or for any violation of the Official Rules. 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 Sponsor makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with the Promotion, Sponsor reserves the right to disqualify that entrant from entering and/or winning future promotions and to prosecute and seek damages to the fullest extent permitted by law.

g. Sponsor reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond Sponsor's control, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Sponsor 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.

## 7. DISCLAIMER

a. Promotion Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Promotion are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a

phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station or Sponsor due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Promotion, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Promotion or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical errors in any materials relating to the Promotion; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Promotion Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Promotion or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Promotion, in its sole discretion. Promotion Entities make no warranty, guarantee, or representation of any kind concerning any prize, and PROMOTION ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

#### 8. PRIVACY

a. By use of the Station's website or by entering the Promotion through the Station's website, you agree to the website's Terms of Use Agreement located at [www.mix106radio.com](http://www.mix106radio.com) and to the use of your personal information as described in the Privacy Policy located at [www.mix106radio.com](http://www.mix106radio.com).

#### 9. RULES AND WINNERS LISTS

a. For a copy of the official rules of the Promotion, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Promotion Period to Attn: Promotion Rules, Townsquare Media Boise 827 E. Park Blvd, #100, Boise, Idaho 83712. For the names of the prize winner send a SASE for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion for which you are requesting the rules or winners list. Official rules and winner lists (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at the Station's web site.