

KINGS TICKETS FACEBOOK PROMOTION

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK.

1. How to Enter

- a. These rules govern Kings Tickets promotion (the "Promotion") being conducted by KHTK (the "Station"). The Promotion begins on Monday, December 23, 2013 and ends on Thursday, December 26, 2013 ("Promotion Dates").
- b. To enter the Promotion, you may enter on Facebook beginning on Monday, December 23, 2013 at 6:00am Pacific Time ("PT") and ending on Thursday, December 26, 2013 at 11:59pm PT (the "Entry Period") as follows:
- c. To enter the Promotion, you may enter on Facebook during the Entry Period by visiting <https://www.facebook.com/KHTKSports1140>. Once on the Station's Facebook page, click on the "like" button which will take you to a Promotion registration page. Follow the links and instructions, the entrant must enter the Promotion and complete and submit the online entry form during the Entry Period. Entrant will need to have a valid Facebook account in order to enter. If they do not already have one, entrants can open a Facebook account for free at www.facebook.com. Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address or Facebook account. Multiple participants are not permitted to share the same email address or Facebook account. 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. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Use of Facebook as a means of entry will be subject to Facebook's privacy policy and terms of service. By participating in the Promotion, entrant understands that he or she is providing his or her information to Station and not Facebook. Further, entrant specifically agrees to release Facebook from any and all liability associated with this Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
- d. Limit one (1) online entry per person or email address per day regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address.
- e. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering the Promotion,

entrants agree to release Facebook, its affiliated entities and their respective officers, directors, shareholders, agents, employees and representatives from any and all claims, demands, causes of action, losses, expenses, costs and liabilities of any nature whatsoever that the entrant may have against any of them which may arise out of or in connection with the Promotion.

2. Eligibility Restrictions

- a. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older and who reside in California. Void where prohibited or restricted by law. Employees, officers, directors and agents of Sleep Train Arena the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Sacramento metropolitan area, the members of their immediate families (spouse, parents, siblings or children) 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.
- b. Persons are eligible to win a prize in a Promotion conducted by the Station only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600. Only one (1) winner per household is permitted in any Station-conducted promotion.
- c. Each winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.
- 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. Two (2) prize will be awarded in the Promotion. The prize consists of four tickets to see the Kings game at Sleep Train Arena [located at 1 Sports Pkwy, Sacramento, CA 95834] on December 27, 2013 and one (1) Kings Prize Pack which contains four (4) one fingers, four (4) Kings T-Shirts, four (4) Kings cups, and four (4) Kings sunglasses. The Approximate Retail Value ("ARV") of the prize is \$400.00. The winner 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. The prize is awarded as is. Tickets valid only on the date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be

substituted or exchanged for cash or credit at any time. Lost or stolen tickets will not be replaced. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Sponsor, in its sole discretion, reserves the right to deny entry to or to remove the winner and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the game.

- b. 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(s) will forfeit any prize(s) or prize certificate(s) not claimed by 5:30pm PT on December 27, 2013. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- c. 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). 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. Other restrictions may apply.

4. Selection of Winners:

- a. Decisions of Station management with respect to the Promotion are final.
- b. Two (2) winners will be selected on December 27, 2013 at approximately 10:00am PT in a random drawing of all eligible online entries received.
- c. Odds of winning depend on the number of eligible entries received.
- d. The winner does not need to listen to the Station or be present to win.

- e. The potential winner will be notified by the Station by email and/or telephone immediately following the random drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner (or their parent or legal guardian if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:30pm PT on December 27, 2013 or prize will be forfeited and an alternate winner will be selected (time permitting). If a potential winner 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.

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 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, in perpetuity, 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 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 make changes to the rules 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).
- 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 for receipt by December 26, 2013 to "Kings Tickets Facebook Contest- Official Rules," Attn: Promotions, KHTK at 5244 Madison Avenue, Sacramento, CA 95841. For the names of the prize winners send a self-addressed stamped envelope for receipt by January 31, 2014 to the above address marked "Kings Tickets Facebook 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 may be posted online at www.khtk.com.

6. PRIVACY

- a. By participating in the Promotion, you agree to the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at kymx.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: KHTK at 5244 Madison Ave, Sacramento, CA 95841

Sponsor: Sleep Train Arena, 1 Sports Pkwy, Sacramento, CA 95834