

**KKGL 96.9's "2020 ROCK GIRL CALENDAR SEARCH" CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station KKGL ("Station"), owned and operated by Cumulus Broadcasting LLC, or one of its subsidiary companies, 1419 W Bannock, Boise ID 83702, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **KKGL 96.9's "2020 ROCK GIRL CALENDAR SEARCH" CONTEST** (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

**1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

**Eligibility.** This Contest is open only to legal Idaho and Oregon residents, age 21 or older at the time of entry with a valid Social Security number and who reside in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio. **Void where prohibited by law.** Employees of Cumulus Broadcasting LLC, its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Station's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Contest Period.** The Contest will begin at **12:01am MST on December 2, 2019** and will run through **11:59pm MST on December 31, 2019** (the "Contest Period"). The period to submit an entry form will commence on 12:01a.m. MST on **December 2, 2019** and continue through 11:59pm MST on **December 16, 2019** (the "Entry Period"). The Station's computer is the official time keeping device for this Contest.

**How to Enter.** Visit the Station's website [www.KKGL.com](http://www.KKGL.com) during the Entry Period, click on the "Rock Girl Calendar Search" Contest link, and complete an entry form ("Entry Form") that includes full legal name, birth date, residence address, email address, phone number, two (2) recent color photographs of the entrant, a short biography about the entrant, and an explanation as to why the entrant desires to be featured in the Rock Girl Calendar. **All Entry Forms must be received by 11:59pm MST on December 16, 2019 to be eligible to qualify to participate in the 2020 Rock Girl Calendar Search. Limit one (1) entry per person during the Entry Period.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected entries, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted. **Entry photos that are indecent, lewd, offensive, defamatory, contain profanities, or are in any way in bad taste or contain material(s) which may**

**infringe upon any person or entities proprietary rights, as determined in the sole discretion of the Station, will be disqualified.**

By entering the Contest, each participant hereby consents to the Station's use of her name, voice, likeness, and biographical information for on-air broadcast and for advertising and promotional purposes without payment or additional consideration. All participants further agree that the Station owns or will own exclusively any recordings, video, or photographs of such participants, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all participants assign all such ownership rights to the Station. Station shall have the right to copy, edit, broadcast, publish and use, in whole or in part, any materials featuring participants, in any manner without compensation.

**3. Qualifier Selection and Notification.** On or about Monday, December 16, 2019, the Station will review all of the eligible entries received by the Station during the Entry Period and select up to thirty (30) entrants as qualifiers (each a "Qualifier"). Station will select Qualifiers in its sole and exclusive discretion based on how closely entrants fit the look, attitude, and character that the Station seeks for its promotional calendar and events. Station's decisions regarding the selection of Qualifiers is final and binding and not subject to challenge. **All Qualifiers will be notified by Tuesday, December 17, 2019 using the contact information provided on their Entry Form and invited to interview to be featured in the Rock Girl Calendar.** Qualifiers will be required to schedule and attend one (1) interview to continue their participation; failure to schedule and/or attend the interview will result in immediate disqualification. Qualifiers who do not timely respond to the Station's communications, fail to comply with these rules and/or inform the Station that they no longer wish to participate will be disqualified from further participation in this Contest. In such an event, the Station reserves the right to select replacement Qualifiers from all the valid entries received by the Station during the Entry Period.

By agreeing to be interviewed, Qualifiers agree to submit to a criminal background check. Qualifiers understand and agree that they will not have any conflicting obligations, contractual or otherwise, that would interfere with their obligations to the Station if selected to serve as a Rock Girl. In the event of such a conflicting obligations, Qualifiers may be disqualified from further participation in the Contest and/or removed from further participation as a Rock Girl.

**4. Qualifier Interviews.** Qualifier interviews will take place at the Station, 1419 W. Bannock Drive, Boise ID 83702, between **December 24 to December 27, 2019** on dates and times scheduled with the Station. Qualifiers should attend the interview appropriately dressed and prepared to discuss their biography, interests, and desire to be featured in the Rock Girl Calendar. Additional photos will be taken at the interview that will be posted on the Station's website. During the interview, Qualifiers will be evaluated and assigned a score by a panel of Station representatives based on their physical appearance, personality, professionalism, and speaking ability. All scores are determined by the Station representatives in their sole and exclusive discretion, and the Station's decisions regarding the interviews, evaluations and scoring are final and binding and not subject to challenge.

**5. Selection of Rock Girls.** On or about December 31, 2019, the Station will select the thirteen (13) Qualifiers with the highest scores as candidates to be featured in the Rock Girl Calendar, along with the three (3) Qualifiers who have the next highest scores as alternate candidates. Alternates may (but are not guaranteed to) appear in the Rock Calendar as determined by the Station in its sole and exclusive discretion. In the event of a tie, the Station will reevaluate and rescore the Qualifiers with matching scores to rank those Qualifiers amongst one another and select the Qualifier(s) with the highest score(s) from this process. Candidates for the Rock Girl Calendar, including alternates, are subject to verification of eligibility and compliance with the terms of these rules. No transfer or assignment of opportunity may be allowed. Station's decisions as to the administration and operation of the Contest and the selection of the Rock Girls, including alternates, are final and binding in all matters related to the Contest.

**6. Verification of Winners.** POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A potential winners who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the Contest Prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner is disqualified for any reason, Station may award the applicable prize to an alternate or the Qualifier with the next highest score.

**7. Rock Girl Benefits and Obligations.** Each Rock Girl will be professionally photographed at the Station's expense and featured in the Station's 2020 Rock Girl Calendar. **PHOTOSHOOT WILL TAKE PLACE PRIOR TO MARCH 15, 2020.** All Rock Girls must be available to participate in the calendar signing event from 11:30am to 4:00pm MT on March 28, 2020 and will be paid a talent fee determined by the Station for their time and effort at the event.

**8. Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Cumulus Media Inc., and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

To the fullest extent permitted by law, by participating in the Contest, entrants:

- i. agree to grant the Station a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of the Contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;
- ii. acknowledge that the Station reserves the right, in its sole discretion, not to use the Materials at all; and
- iii. represent and warrant that they have the legal right, power and authority to grant to the Station the license provided for herein; own or control the complete exhibition and other rights to the Materials submitted for the purposes contemplated in this license; are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the Contest; and neither the

Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

**9. Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to use by the Station and its agent of winner's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.

**10. Taxes.** 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.

**11. General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.

**14. Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.

**15. Contest Results.** A winners list may be obtained after January 5, 2020 by sending a self-addressed stamped envelope to the Contest Sponsor identified below.

**CONTEST SPONSOR: CUMULUS BROADCASTING LLC, KKGL-FM, 1419 W. Bannock Street, Boise, ID 83702.**