



WQLK/WHON KASH FOR KIDS (Toys for Tots) Event OFFICIAL RULES

Auction & GRAND PRIZE DRAWING

NO PURCHASE IS NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

AGREEMENT TO OFFICIAL RULES: The Game is conducted in the United States by WQLK/KICKS 96 ("Sponsor") and, each person who plays the Game (each a "Participant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding with respect to all aspects of the Game. Kash for Kids or Toys for Tots title can be used as the same meaning for this event as they correlate together for promotional reasons.

All Participants Hereby assume all of the risks within participating in this activity/event or contest, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, stained or damaged clothing or actions of any kind which may hereafter occur to me including my traveling to and from this event, **THE FOLLOWING ENTITIES OR PERSONS:** Brewer Broadcasting or sponsor(s) and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity/ event or contest, whether caused by the negligence of release or otherwise.

I acknowledge Brewer Broadcasting and Sponsor(s) directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event/ activity or contest.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders,



producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

AGREEMENT TO OFFICIAL RULES: All /activities/contest or events are conducted in the United States by WQLK/KICKS 96 of 101.7 The Point (“Sponsor”) and, each person who plays the Game (each a “Participant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding with respect to all aspects. The event/ contest or activity title can be used as the same meaning for this event at any point moving forward for this waiver as they correlate together for promotional reasons. The phrase “participants” by this point on equal to be correlated to all listeners/participants/contestants for any activity contest or event. The phrase “sponsors” by this point on is equal to stating Brewer Broadcasting (WQLK/WHON) or participating sponsors and location at all times.

TO BE ELIGIBLE TO WIN: Winning any prize requires that the potential winner of the prize is, and remains, in compliance with these Official Rules. Until such compliance is completed and verified as solely determined by Sponsor, the Participant is, and will remain, a potential prize winner. Must be 18 years of age or older. All participants must have a state issued photo ID to be eligible to sign up/ win any prizes or donations.

PARTICIPANTS WITH DISABILITIES: If you have a disability that you believe prevents you from participating in the Game, contact 765.962.1595 for assistance.

ELIGIBILITY: The contest is open only to residents of the United States who must be at least eighteen (18) years of age or older. Persons in any of the following categories are NOT eligible to participate or win prizes in the Game/event: (a) any person who on or after January 1st , 2017 was or is, a Brewer Broadcasting owner or employee, (b) persons who are immediate family members (defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son) of, or who reside in the same household as, any person in any of the preceding categories. Any participant who attempts to become more than one finalist by using different names, addresses, email addresses or mobile phone numbers, or uses any device or artifice to circumvent these official rules will be disqualified and any prizes awarded will be forfeited and any such person may be prevented from playing the game and/or winning prizes.

PRIZE: One winner will receive our grand prize when his/ her ticket is drawn during the Kash for Kids Event on December 6th, 2017. Raffle tickets are only good for ALL prizes given away at our Kash 4 Kids event. Grand Prize may not be available on site to the winner until the following business day. If this is the case the winner will need to pick prize up their prize at our office location on tinger rd.

Also, for bringing ANY toy to our sponsored Kash 4 Kids remote broadcast, will be given **5 raffle** Ticket that will qualify as an entry for prizes drawn at our Kash 4 Kids event.

At the event: (Frickers- December 6th)

For every toy a participant brings to the final Kash 4 Kids event will be given a raffle ticket. Each raffle ticket is good for all other prizes given away at our Kash 4 Kids event.



All Prizes or winnings won from WQLK/WHON cannot be sold or exchanged. All prize winners of WQLK/WHON cannot participate in any contest within 30 days of the last prize won unless stated otherwise plus by value of winnings for the year.

CONTEST/POTENTIAL WINNER NOTIFICATION: All winners may be required to complete and return required prize claim documents to WQLK/KICKS 96 within five (5) business days from date of notification or said potential winner will be disqualified and forfeit the prize and, time permitting, the prize will be awarded to an alternate winner. Upon receipt of the completed documents, WQLK/KICKS 96 will begin the verification process. If WQLK/KICKS 96 elects, a potential prize winner may be required to submit to, and by playing the game agrees to fully cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the game will not bring the Sponsor into public disrepute, contempt, scandal or ridicule, or reflect unfavorably on the game or the sponsor as determined by the sponsor in its sole discretion. If a prize winner makes any false statement in any document related to the game, the winner will be disqualified and will be required to promptly return to the sponsor upon demand the prize(s) or, at the sponsor's option, the cash equivalent of the prize(s) as stated in these Official Rules.

GENERAL PRIZE RESTRICTIONS: No alternative or substitution of any prize will be provided. Prize will be available at the time of the drawing unless stated otherwise. All income taxes (including, without limitation, federal, state, Provincial, Territorial and/or local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective winners. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. Expenses not stated for any prize are the sole responsibility of the winner. If a potential winner cannot accept a prize as stated that prize will be forfeited in its entirety. If any potential prize winner fails or refuses to properly sign and return all Prize Claim Materials by the redemption deadline or if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any potential winner, such potential prize winner will be disqualified and/or otherwise forfeit their prize. If a prize winner makes any false statement in any Prize Claim Document, or if it is discovered that a winner has registered using more than one (1) email address or mobile phone number, the winner will be required to promptly return to Sponsor upon demand their prize(s) or, at Sponsor's option, the cash equivalent of the prize(s) or cash value for prizes. The submission of Prize Claim Materials is solely the responsibility of each Participant. If any potential winner declines a prize, is found to be ineligible, or fails to comply with these Official Rules, such potential winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received.

GENERAL RELEASE AND CONDITIONS OF PARTICIPATION. Participants assume all risk of loss, damage, destruction, delay and misdirection of Prize Claim Materials and are advised to obtain insurance where appropriate. "Game Entities" (individually and collectively WQLK/KICKS 96 and each of their respective parent companies, subsidiaries, affiliates, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents are not responsible for: (a) incomplete, illegible, misdirected, late, lost, damaged, stolen, or postage-due submissions of Prize Claim Documents or Materials; (b) any technical malfunctions, failures, or difficulties, printing errors, color discrepancies, clerical, typographical or other error in any game cards, game images or printed copy or artwork, any prize offering announcement or any Prize Claim Documents; or (c) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; (d) any incorrect or inaccurate information, whether caused



by Official Website users, tampering, hacking, or by any equipment or programming associated with, or utilized in, the Game; or (e) the incorrect or inaccurate capture of information, or the failure to capture or loss of any information. Proof of mailing Prize Claim Materials of any kind or nature does not constitute proof of delivery. Prize Claim Materials submitted become the sole property of WQLK/KICKS 96 and will not be returned. Sponsor shall not be responsible to correspond with Participants. By participating in the Game each Participant hereby releases and agrees to hold the Game Entities harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury, (whether due to negligence or otherwise) due in whole or in part, directly or indirectly, to participation in the Game or any Game-related and/or travel-related activity, or participation in any prize-related activities, or the receipt, use or misuse of any prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim said prize and any liability and publicity which might arise from claiming or seeking to claim said prize. By submitting potential winning Prize Claim Materials, except where such condition is legally prohibited, each verified winner hereby agrees and grants Sponsor the right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising, commercial and promotional purposes in connection with the Game and other promotions without further compensation, and releases the Game Entities from any liability with respect thereto. Technically, anyone that attends a kash for Kids live broadcast or the kash for Kids event can ask for a raffle ticket and/or a golden ticket and will be given one without a donation being made of a toy(s). No purchase is necessary.

DISQUALIFICATION: It is the Participant's sole responsibility to ensure that he or she has complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize forfeited. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Game; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

FORCE MAJEURE/PRINTING AND PRODUCTION ERRORS: Sponsor reserves the right, without prior notice and at any time, to terminate the game/event, in whole or in part, or modify, suspend or extend the game/event in any way, in its sole discretion that the game/event is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Game. In the event Sponsor is prevented from continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Game. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to any



reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances. The sponsor(s) have the right to end the event or eliminate participants at any time.

OFFICIAL RULES. These Official Rules will be posted at WQLK/KICKS 96 and online at www.kicks96.com. To receive a copy of the Official Rules, mail a self-addressed, stamped envelope to WQLK/KICKS 96, 2626 Tingler Road West, Richmond, IN 47374. All requests must be received by December 8th, 2017. Limit one (1) request per outer envelope.

WINNERS LIST. For a list of Official Winners whose prize value exceeds \$600, mail a self-addressed stamped envelope to WQLK/KICKS 96, 2626 Tingler Road West, Richmond, IN 47374. The list will be available no sooner than January 1st 2017 and will be mailed when the Game is officially over and the prizes have been verified and awarded. Limit one (1) request per outer envelope.

WQLK/WHON/SPONSORS have final say in all rules and regulations. Participants accept all rules written or verbally stated. All participants will abide by any rules stated verbally or written by Sponsors. By participating all contestants agree to abide by all rules and may or may not have to sign off on a waiver/ rules form with a State issued Photo ID, non-expired. If a form is not signed all participants still agree to all rules and certify that they assume all risks during participation involved in all activities event or contests by Sponsors.