

# Last Prize Standing Contest Rules

## Last Prize Standing Sweepstakes on Kicks 96

### Official Rules

NO PURCHASE NECESSARY. OPEN TO PERMANENT U.S. RESIDENTS WHO ARE AT LEAST 18 YEARS OF AGE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.

- 1. HOW TO ENTER.** You have a chance to qualify by being the 6<sup>th</sup> person to call in 765-966-6465, weekdays at 8:20a, 12:20p, and 4:20p between 04/03/23 and 04/21/23. To qualify you must eliminate a prize on the list you DO NOT want to be the final prize. Only one (1) entry may be made per person during the Promotion Period. Should the caller identify a prize that has already been eliminated, they do not qualify. Callers must reference the online list at [kicks96.com/pages/last-prize-standing](https://kicks96.com/pages/last-prize-standing) that will be updated *daily*.
- 2. SPONSOR.** The sponsors of this sweepstakes are CJM CONSTRUCTION, CONNIFF'S COUNTRY CLIPPER DEALER GROUP, DAVE KNAPP FORD, BOOT BOX, ANDERSON HOME IMPROVEMENT, LOW BOB'S DISCOUNT TOBACCO, LUMPKIN PLUMBING. This sweepstakes is not sponsored, endorsed, administered by, or associated with Facebook.
- 3. ELIGIBILITY.** The sweepstakes is open only to permanent U.S. residents 18 years of age as of 02/18/23, and who reside in the WQLK-HD1 Kicks 96.1FM total service area (TSA). Employees of Brewer Broadcasting, Sponsors, other Radio Stations and members of their immediate families (spouses, parents, children, and siblings and their spouses) are not eligible. Anyone who has won a prize valued over \$100 from the Radio station in the last 12 months is not eligible to enter or win this sweepstakes. By entering this sweepstakes, you acknowledge and agree (a) to all of these Official Rules, and (b) to be bound by all decisions of Sponsor, whose decisions are binding and final.
- 4. PRIZE(S) AND ODDS.** On 4/27/2023, the (45) finalists will be given a random number that represent the order in which they will each be eliminated for the Grand Prize. Total ARV of the prize is \$2,000-\$2500. Selection will take place on 04/27/23, at approximately 5:30 pm. Finalists who do not show up on 4/27/2023 will forfeit eligibility and another contestant may be selected on site to replace them. Prize is non-transferable and no substitution will be made except as provided herein at the Station's sole discretion. The number of eligible entries received during the Promotion Period will determine the odds of being a finalist and winning the Grand Prize. Station reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with the receipt and/or use of the prize. Winner must sign and return to Sponsor a prize acknowledgment and publicity and liability release, as well as IRS form W-9: Request for Taxpayer Identification Number and Certification for any prize over \$600.00 in total value. If any prize notification is undeliverable, or in the event of non-compliance with any of these requirements, the prize will be forfeited, and an alternate winner may be selected at random from the remaining eligible entries.
- 5. RELEASE.** By entering this sweepstakes, entrant agrees to release and hold harmless Sponsors, its prize suppliers, affiliates, subsidiaries, and each of such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in this sweepstakes, including driving to or from the finals event., or receipt or use or misuse of any prize.
- 6. PUBLICITY.** Except where prohibited, participation in this sweepstakes constitutes a winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 7. GENERAL CONDITIONS.** Sponsor and Station reserves the right to cancel, suspend and/or modify the sweepstakes, 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 sweepstakes, 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 sweepstakes or to be acting in

violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Station reserves the right to change the Official Rules at any time to ensure the fair administration of the sweepstakes and compliance with applicable laws.

8. **LIMITATIONS OF LIABILITY.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the sweepstakes; (2) unauthorized human intervention in any part of the entry process or the sweepstakes; (3) technical or human error which may occur in the administration of the sweepstakes or the processing of entries; or (4) 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 sweepstakes or receipt or use or misuse of any prize.

9. **DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the State of Indiana. (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Station in connection with the sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

10. **WINNER LIST.** Winner list requests will only be accepted after the Promotion Period and no later than 05/30/23. For a copy of the winner list, send an email with subject line "Last Prize Standing WINNER LIST" to [promotions@kicks96.com](mailto:promotions@kicks96.com).