## MOViN 92.5 Brooke & Jeffrey's \$1,000 Name Game SWEEPSTAKES

## **OFFICIAL RULES**

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.

## IF YOU ARE NAMED A WINNER IN THIS SWEEPSTAKES, BY ACCEPTING A PRIZE, YOU HEREBY AUTHORIZE SPONSOR TO USE YOUR IMAGE ON ITS WEBSITE AND SOCIAL MEDIA PAGES IN CONNECTION WITH THIS SWEEPSTAKES.

1. **How to Enter the Sweepstakes**: There are three (3) ways to participate in Brooke & Jeffrey's \$1,000 Name Game Sweepstakes ("Sweepstakes").

Website Entry. In order to enter via this method, go to www.movin925.com ("Website") beginning **April 15th, 2024**, and complete the entry, which includes your name, address, home phone number, cell phone number and email address; listeners may also indicate on the entry the days and hours that they listen to MOViN 92.5 (any or all weekdays at or about any or all of the following times: 7:00 a.m., 8:00 a.m., 12:00 p.m., 2:00p.m, and 5:00 p.m.). Sponsor is not responsible for problems accessing the Website, technical or atmospheric conditions that disrupt the completion of the web site entry, or any other problems which might or might not result from this Sweepstakes.

MOViN 92.5 App Entry. In order to enter via this method, log in to the free MOViN 92.5 App. Once there, click on the Brooke & Jeffrey's \$1,000 Name Game Sweepstakes icon to enter the Sweepstakes. MOViN 92.5 is not responsible for problems accessing the MOViN 92.5 website and/or App, or technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this Sweepstakes. Entries via this method will be accepted beginning April 15th, 2024 through an end-date to be determined by the Sponsor as announced on a future date on MOViN 92.5 or on the Website.

Refer-A-Friend Entry: After entering via any method as set forth in Paragraphs 1 A or B above, you will also be provided an ongoing opportunity to "Tell A Friend" to participate in MOViN 92.5 's Brooke & Jeffrey's \$1,000 Name Game. If you "Tell A Friend" through the "Tell A Friend" link on the Website during the Sweepstakes, and if that friend enters the Sweepstakes *through your personal unique entry URL provided to you when you entered your friend's name* and your friend's name is randomly drawn from all eligible entries received and his/her name is announced at or about 7:00 a.m., 8:00 a.m.,12:00 p.m., 2:00p.m, and 5:00 p.m. and your friend hears his/her name announced on MOViN 92.5, he/she will have ten (10) minutes to call 866-668-4692 to win. If your friend whose name is announced calls within the ten (10) minutes, he/she will win a \$1,000, and you will also automatically win a \$500 Brooke & Jeffrey's \$1,000 Name Game *Bonus* Check. If the listener whose name is announced during a specific time slot does not call in within ten (10) minutes, no prize will be awarded for that time slot and you will not receive a bonus check for referring that friend. There is no limit to the number of friends you refer, and you can receive an unlimited amount of \$500 Brooke & Jeffrey's \$1,000 Name Game

bonus checks for this Sweepstakes. In the event that a winning listener was referred online previously by another entered listener (the "Tell-a-Friend" feature on the Sweepstakes entry form), only the referring listener whose online email referral link was used for the entry will be eligible to receive a \$500 Brooke & Jeffrey's \$1,000 Name Game Bonus Check provided that the referring listener otherwise complies with these Official Rules. The order of referrals ("Tell-A-Friend") as it relates to determining the eligibility necessary to award a \$500 Brooke & Jeffrey's \$1,000 Name Game Bonus Check shall be determined solely at the discretion of MOViN 92.5. **PLEASE NOTE: In order to be eligible to receive the \$500 bonus, the person you refer MUST register for the first time by clicking the referral link provided in the referral email. The referral email is automatically sent to the referral email addresses you provide on the referral submission via the webform. No phone calls or emails explaining you referred a friend will be accepted or acknowledged.** 

- 1. How to win. On weekdays (M-F) beginning April 22nd, 2024, through a to-be determined date, an entrant's name will be randomly drawn from all eligible entries received the week prior to that random drawing, and announced at or about 7:00 a.m., 8:00 a.m., 12:00 pm, 2:00p.m, and 5:00 p.m; when a listener hears his/her name announced, the listener will have ten (10) minutes to call 866-668-4692 to win. If the listener whose name is announced calls in within the ten (10) minutes, he/she will win Brooke & Jeffrey's \$1,000 Name Game to Paragraph 4 below. If the listener whose name is announced during a specific time slot does not call in within ten (10) minutes, no prize will be awarded for that time slot.
- 2. How to Claim a Prize: Each winner must claim his/her prize via email communication with MOViN 92.5 promotions during normal business hours (Monday-Friday, 9:00a.m. to 5:00 p.m.) within ten (10) business days of the day he or she wins to verify that he/she is the qualified winner. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the grand prize. Each winner must prove he or she is a qualified winner by presenting identification acceptable to MOViN 92.5 (e.g., state drivers license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed prizes remain the property of MOViN 92.5. Prizes will not be issued to winners unless a social security number is presented.
- 3. <u>Prizes.</u> Limit: One prize per household (except for the Tell-A-Friend Bonus Checks, which are unlimited). MOViN 92.5 will pay each winner, up to a maximum prize per winner of \$1,000. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 5 of these rules. The winners are responsible for all applicable income taxes. All federal, state and local laws apply. A 1099 form may be submitted to all appropriate taxing authorities. Odds of winning are dependent on the number of eligible entries received.
- 4. <u>Eligibility</u>: Individuals must be 18 years of age or older and residents of Washington State. Limit, one winner per household during the duration of this Sweepstakes, except for the Tell-A-Friend Bonus Checks, which can be unlimited. In order to be eligible to win a prize in this Sweepstakes, you cannot have won any prize or combination of prizes with a total stated value of \$600.00 or more from MOViN 92.5 within 30 days prior to the awarding of a prize to you in this Sweepstakes. These restrictions apply even if you

- reject the prize. Employees of KQMV-FM, LLC, Hubbard Radio, and their immediate families, are not eligible to enter. Anyone participating in this Sweepstakes or claiming a prize in this Sweepstakes in violation of these rules will be disqualified from winning a prize in this Sweepstakes and from participating in MOViN 92.5 contests or sweepstakes for a period of one year. You must personally call in yourself to be eligible to win a prize in this Sweepstakes and MOViN 92.5 reserves the right, in its sole discretion, to take any actions it feels may be reasonably necessary in order to verify that the person calling is in the correct person. Substitute callers (e.g. friends, relatives, co-workers, etc.) are not allowed, except in the case of a disability that prevents the person whose name is announced from calling himself or herself, and will result in disqualification at the sole discretion of MOViN 92.5. MOViN 92.5's decisions in this regard shall be final. MOViN 92.5 may discontinue the Sweepstakes at any time without notice. MOViN 92.5 may also at any time and without notice change the prizes to be awarded in this Sweepstakes.
- 5. Participation Conditions/Release/Consent to use Likeness: By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless 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 participation in this Sweepstakes and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes, of his/her likeness, voice (including a recording of the winner's telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.
- 6. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or manmade epidemic of health or other means, 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 or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation 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. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor

reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 7. <u>Limitations of Liability:</u> The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; 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 Sweepstakes or receipt or use or misuse of any Prize.
- 8. Privacy Policies and Data Collection: Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy located at: http://corporate.hubbardradio.com/privacy-policy/. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Sweepstakes.
- 9. **Disputes/Governing Law:** 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 the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Washington; (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' or legal fees; and (3) unless otherwise prohibited, 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 Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Washington without giving effect to any choice of law or conflict of law rules (whether of State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.
- 10. <u>Official Rules/Winner's List:</u> For a copy of these official rules, see our Website. For the names of winners, send a hand printed, self-addressed, stamped envelope to: Winner's List, MOViN 92.5 Brooke & Jeffrey's \$1,000 Name Game Sweepstakes, 3650 131st Ave SE, Suite 550, Bellevue, WA 98006.

11. Sponsor: KQMV-FM, LLC and its station MOViN 92.5, 3650 131st Ave SE, Suite 550,

Bellevue, WA 98006.