

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

KMXB Mix 94.1FM  
Golden Ticket  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

1. HOW TO ENTER

- a. These rules govern the KMXB 20<sup>th</sup> Anniversary Golden Ticket promotion (the "Promotion"), which is being conducted by KMXB (the "Station"). The Promotion begins on Saturday, July 29, 2017, and ends on Friday, September 8, 2017 (the "Promotion Dates").
- b. To participate in the Promotion, entrant may enter on-air beginning on August 4, 2017 at 7:00 a.m. Pacific Time ("PT") and ending on September 8, 2017 at 5:00 p.m. PT excluding Monday, September 4, 2017 (Labor Day) and few selected weekends (the "On-Air Entry Period"), or onsite beginning on July 29, 2017 at 11:00 a.m. PT and ending on August 27, 2017 at 1:00 p.m. PT (the "Onsite Entry Period").
- c. To enter on-air, listen to the Station each weekday and weekends during the On-Air Entry Period for the announcement of the cue to call. Upon hearing the cue to call, the designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line at 1-702-364-9400 will win a Qualifying Prize (also referred to as a "Qualifier"), upon confirmation of eligibility. At the time of entrant's call, entrant will be required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will be a Qualifier. There is no limit to the number of times a listener may attempt to call in to qualify, but a listener may be a Qualifier only once regardless of the method of entry. There will be a total of sixty-nine (69) Qualifiers selected on-air during the Promotion Dates.
- d. To enter onsite, visit a participating Terrible Herbst retailer in Clark County, NV (a full list of participating locations can be found on the Station website, and the list shall be incorporated into these rules by reference) during regular business

hours during the Onsite Entry Period. Obtain an official entry form (available while supplies last) and legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on the official entry form and place the completed entry form in the dedicated collection box during the Onsite Entry Period. P.O. Boxes are not permitted. Limit one (1) onsite entry per person per participating Terrible Herbst retail location during the Onsite Entry Period. Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification.

- e. There will be ninety-four (94) Qualifiers selected in the Promotion: sixty-nine (69) potential Qualifiers shall be selected on-air during the On-Air Entry Period as described above, and twenty-five (25) potential Qualifiers shall be selected onsite in a random drawing of all valid onsite entries received during the Onsite Entry Period on July 29, 2017, August 6, 2017, August 13, 2017, August 20, 2017 and August 27, 2017 at 12:50pm PT. **A listener may be a Qualifier only once regardless of the method of entry.** A maximum of one (1) potential Grand Prize winner may be selected at the Grand Prize event at the Bite of Las Vegas on September 9, 2017 if the Grand Prize winning conditions are met as described below.
- f. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays of any nature.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all legal U.S. residents who are 21 years of age or older at time of entry and who reside in Clark County, Nevada. Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Terrible Herbst Oil Company, Breakthru Beverage Group, Odds On Promotions, the Station, CBS Radio Inc., each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities") and other radio stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) 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, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

- b. Listeners are eligible to win prize(s) valued over \$50 or ticket prize(s) valued over \$100 (per ticket) in a Station-conducted Promotion only once every thirty (30) days and prize(s) valued at \$600 or more only once every sixty (60) days and only once per year if prize is valued at \$1000.00 or more. Only one (1) winner per household is permitted in any Station-conducted promotion.
- c. The winner(s) will be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s). The winner(s) must provide valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- 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. Ninety- four (94) Qualifying Prizes will be awarded in this Promotion (up to sixty-nine (69) on-air and up to twenty-five (25) onsite). Each Qualifying Prize is two (2) tickets to Mix 94.1's Bite of Las Vegas on September 9, 2017. The Approximate Retail Value ("ARV") of each Qualifying Prize is \$40.00. The winner(s) 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(s). Tickets are valid only on the date(s) printed on the tickets, and they are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. 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(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) 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 prize related event(s).
- b. A maximum of one (1) potential Grand Prize winner may be selected at the Grand Prize event at the Bite of Las Vegas on September 9, 2017 if the Grand Prize winning conditions are met as described below. The Grand Prize, if awarded, shall consist of a check in the amount of \$94,000.00 payable to the Grand Prize winner. The Grand Prize 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 Grand Prize. The Grand Prize is awarded as is.

- c. 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 potential on-air and on-site Qualifying Prize winner(s) must claim their Qualifying Prizes by 5:00 p.m. PT on Friday, September 8, 2017. The Grand Prize winner, if the Grand Prize winning conditions are met as described below, must claim the Grand Prize on Saturday, September 9, 2017, or the Grand Prize will be forfeited and an alternate winner will not be selected. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station may opt to deliver the prize to the winner by mail or overnight courier solely at its discretion. In the event that the Station delivers the prize to the winner by mail or courier with the winner's consent, the winner assumes the risk of the prize's loss, damage or delay.
- d. 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). The Prize(s) is provided as is. 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, with the exception of any standard manufacturer's warranty that may apply. Other restrictions may apply.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Ninety-four (94) potential Qualifiers will be selected in the Promotion: sixty-nine (69) potential Qualifiers shall be selected on-air as described above, and twenty-five (25) potential Qualifiers shall be selected onsite as described above.
- c. **All potential Qualifiers must attend Bite of Las Vegas on September 9, 2017 for a chance to win the Grand Prize.** The Bite of Las Vegas shall be held at Desert Breeze Park Race, 8275 Spring Mountain Road, Las Vegas, NV 89147. All Qualifiers must register with Station staff and complete all paperwork between 1:00 p.m. PT and at 2:00 p.m. PT on September 9, 2017. Any Qualifier who is not present at Desert Breeze Park and checked in with Station

staff by 2:00pm PT on September 9, 2017 will forfeit his/her chance to win the Grand Prize. No proxies or stand-ins will be allowed. At the time of registration, each Qualifier will be assigned a number in chronological order (first person to sign in is assigned number one (1), the next person to sign in is assigned number two (2), etc.) At approximately 2:05 p.m. PT the Station will conduct a series of eliminations. Qualifiers will line up in on the stage in numerical order according to the number they were assigned at registration. The Station will select twenty-one (21) Semi-Finalists in a random drawing of all Qualifiers who are present and on the stage.

- d. The twenty-one (21) Finalists will then, one at a time and in order that they were selected as Finalists, randomly select one (1) sealed and uniquely numbered envelope. There will be twenty-one (21) sealed envelopes that are numbered 1-21. One (1) of those envelopes will have a piece of paper inside that says "Congratulations! You've made it to the final round. You get a chance to win \$94,000!" and the Qualifier who possesses that envelope to be the Finalist for a chance to win the Grand Prize. All other envelopes will have a piece of paper inside that says "Sorry, you do not get the chance to win \$94,000. Thanks for participating!" and those Qualifiers will be eliminated.
- e. The one (1) Finalist will then have the opportunity to select one (1) envelope out of ninety-four (94) randomly ordered, sealed and uniquely numbered envelopes provided. If the Finalist selects the envelope with a piece of paper that says "Congratulations you've won \$94,000!" inside, he or she will win the Grand Prize. If the Finalist select an envelope with a piece of paper that says "Sorry, you did not win \$94,000" inside, he or she will not win the Grand Prize. Only ONE (1) of the ninety-four (94) envelopes will be the winning envelope. Only one (1) envelope may be opened. In the event that more than one (1) envelope is opened, no Grand Prize will be awarded.
- f. Odds of becoming a Qualifier on-air depend upon the number and order of calls received. Odds of becoming a Qualifier onsite depend on the number of onsite entries received. Odds of a Qualifier becoming the Finalist are approximately 1 in 94, but may be greater depending on the number of Qualifiers present at the Grand Prize Event. Odds of the Finalist winning the Grand Prize are 1 in 94.
- g. On-air Qualifying Prize winners must listen to the Station to win a Qualifying Prize on-air but do not need to be present to win a Qualifying Prize on-air. Onsite Qualifying Prize winners do not need to listen to the Station or be present to win a Qualifying Prize. The Grand Prize winner does not need to listen to the Station to win the Grand Prize but must be present on Saturday, September 9, 2017 to win the Grand Prize.
- h. Potential on-air Qualifying Prize winners will be notified of winning at the time of their winning phone calls. Potential onsite Qualifying Prize winners will be notified of winning by telephone immediately following the onsite drawing.

Potential Grand Prize winner will be notified of winning at the conclusion of the Grand Prize Event. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The on-air Qualifying Prize winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:00pm PT on Friday, September 8, 2017 or prize(s) will be forfeited and an alternate winner will not be selected. The onsite Qualifying Prize winners must execute and return any required affidavit of eligibility and/or liability/publicity release by 2:00pm PT on Saturday, September 9, 2017 or prize(s) will be forfeited and an alternate winner will not be selected. **The Grand Prize winner, if there is one, must execute and return any required affidavit of eligibility and/or liability/publicity release within one (1) day of winning or prize(s) will be forfeited and an alternate winner will not be selected.** If a potential winner(s) 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(s).

## 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, advertising 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, 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, unsuccessful, or late entries or notifications; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message 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 modify these rules for clarification or equitable purposes without materially affecting the terms and conditions 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). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- 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 (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to “KMXB – Golden Ticket – Official Rules,” Attn: Promotions, KMXB-FM 7255 South Tenaya Way Suite 100 Las Vegas, NV 89113. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked “Golden Ticket – 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 [amp.radio.com](http://amp.radio.com).

## 6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station’s Terms of Use Agreement and to the use of entrant’s personal information as described in the Privacy Policy located at [amp.radio.com](http://amp.radio.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: KMXB, 7255 South Tenaya Way Suite 100 Las Vegas, NV 89113.

Sponsor: Terrible Herbst: 9991 W Charleston Blvd, Las Vegas, NV 89117.