

## 2019 Valley Public Radio's \$10,000 Drawing

**Eligibility:** The 2019 Valley Public Radio \$10,000 Drawing is open to all legal U.S. residents (except residents of FL, NY and RI,) who are at least eighteen (18) years of age, except employees, directors and officers (or any persons who have been employees, directors or officers in the past twelve months) of White Ash Broadcasting ("Sponsor"), or prize suppliers and their affiliates, their partners, subsidiaries, franchises, distributors, retailers, advertising and promotion agencies, and the immediate families or household members of each. The Drawing is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law or regulations.

**How to enter:** The Drawing begins at 12:00 a.m. PST on August 7, 2019 and ends at 11:59 p.m. PST on September 29, 2019. A ticket may be obtained with a \$75 contribution by calling 559-862-2480 or by returning entry form obtained in the mail or on the kvpr.org website. Any eligible individual who obtains an \$10,000 Drawing Ticket during the Drawing Period will automatically be entered into the Drawing.

### **Primary Rules and Prizes:**

Limited to 800 tickets sold. Prize claimant must be 18 years of age or older. Winner need not be present at drawing to win. Winner must take delivery of the Grand Prize no later than 30 days from the date of drawing. If the winning ticket holder does not take possession of the Grand Prize by this date, Valley Public Radio retains ownership of the Grand Prize and reserves the right to determine its next course of action, including without limitation, the right to designate an alternative winner. The winner of the Grand Prize drawing agrees to let Valley Public Radio use his/her name and photograph in all publicity and marketing materials. No cash substitutes will be allowed. Winner will be responsible for timely payment of all taxes and other costs and/or taxes associated with the delivery of the Grand Prize or required by any government agency.

One (1) winner will receive a \$10,000 first place prize. . Second Prize is a \$500 Amazon Gift Card. Third Prize is a 2-night stay at the Castle Inn in Cambria. Winner will be responsible for all expenses not specifically included herein, and all applicable federal, state and local taxes.

**Selection of winner:** Winner will be determined in a random drawing on or about September 30, 2019 (from among all eligible entries) conducted by representatives of Sponsor, whose decisions are final and binding in all matters relating to this Drawing. Winner will be notified by telephone, mail or e-mail on or about October 1st, 2019, and will be given instructions on how to claim prize. Winner will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, publicity release) within fourteen (14) days of notification or prize will be forfeited and awarded to an alternate winner. Odds of winning depend on the number of eligible entries received. Limit of one (1) prize per individual/household per year from Sponsor.

**Release of Liability:** By participating, you release Sponsor, White Ash Broadcasting and their subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all other associated with the development and execution of this Drawing, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Drawing and/or

the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are in no matter responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the drawing, (i) any and all disputes, claims, and causes of action arising out of or in connection with the drawing, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the drawing, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

**Additional Rules:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled, or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Drawing. By participating in the Drawing, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Drawing. Failure to comply with these official rules may result in disqualification from the Drawing. Sponsor reserves the right to: (i) permanently disqualify from any drawing it sponsors any person it believes has intentionally violated these official rules; and (ii) suspend, modify or terminate the Drawing if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper play of the Drawing. If Drawing is terminated before the end date, Sponsor will determine the winner from all eligible entries received as of the termination date. These Rules and this Drawing are governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Fresno County. The parties consent to the jurisdiction of the state courts of California and the federal courts located with such state and county with respect to any action, dispute or other matter pertaining to or arising out of this Drawing. Entry constitutes consent to post the winner's name on the Valley Public Radio website and to use the prize winner's name, voice, picture and/or likeness without compensation for promotion or advertising purposes.

**Privacy:** By entering the Drawing, you agree to receive informational and promotional communications periodically from Valley Public Radio. If you want to opt-out of receiving communications from Valley Public Radio, make your request to the Membership Department at

jenglish@kvpr.org, 559-862-2480, or Membership, 2589 Alluvial Clovis, CA 93611. Valley Public Radio will abide by the terms of the privacy policy at <http://www.kvpr.org/privacy>

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE DRAWING, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Winner Name:** For the name of the winner or for a copy of the Official Drawing Rules, send a stamped, self-addressed envelope (postage not required for Vermont residents) to: 2019 Valley Public Radio \$10,000 Drawing c/o Valley Public Radio, 2589 Alluvial, Clovis, CA 93611