

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.

## Breaking Benjamin & Five Finger Death Punch 7.12

### 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.***

Promotion Administrator: KHTK-AM, 280 Commerce Circle, Sacramento CA 95815  
Promotion Sponsor: Live Nation, 9348 Civic Center Dr, Beverly Hills, CA 90210

#### 1. HOW TO ENTER

a. These rules govern the Breaking Benjamin & Five Finger Death Punch 7-12 promotion ("Promotion"), which is being conducted by KHTK ("Station"). The Promotion begins on Thursday, July 12, 2018 and ends on Friday, July 13, 2018 ("Promotion Dates").

b. To enter the Promotion, entrant may enter on-air beginning on Thursday, July 12, 2018 at 6:00am PST and ending on Friday, July 13, 2018 at 9:00am PST ("Entry Period").

i. To enter on-air, listen to the Station each weekday beginning on Thursday, July 12, 2018 and ending on Friday, July 13, 2018 between the hours of 6:00am PST and 9:00am PST during the Entry Period for the announcement of the cue to call. Upon hearing the cue to call, the 10th designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line: 916-339-1140 will win a prize 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, that caller will not win a prize and the next eligible caller who successfully makes it through on the call-in line and completes the call will be a winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a winner only once during the Promotion. Multiple participants are not permitted to share the same phone number, and only one phone number may be used per entrant.

c. 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 any disadvantages or losses that result from online

streaming delays of any nature, nor is station otherwise responsible for any delays in online streaming.

## 2. ELIGIBILITY RESTRICTIONS

a. KHTK (The Station may change the dates and/or terms of the Promotion without prior notice. Any material changes will be broadcast on the Station and/or posted on its website: khtk.com. The Promotion is open to legal U.S. residents, 18 years of age and older, residing in California. Employees or agents of the Station, Bonneville International Corporation, other area radio stations or any entity associated with the Promotion, as well as members of the same household of any such employee or agent may not participate. Persons who have previously won a prize (cash, services, merchandise) from a Promotion or station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the last 30 days are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the last 90 days are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the last 6 months are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the last 12 months are not eligible to participate. These restrictions also apply to immediate household members of contest or prizewinners. There is no purchase necessary to enter or win.

## 3. PRIZES

a. Four (4) prizes will be awarded. Each prize consists of two (2) tickets for winner and one (1) guest to see Breaking Benjamin & Five Finger Death Punch on July 24, 2018 at Shoreline Amphitheatre (1 Amphitheatre Pkwy, Mountain View, CA 94043) at 7:00pm PST. The Approximate Retail Value ("ARV") of the prize(s) is \$56.00. 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 Station or Promotion Administrator or Sponsor, 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. All sales, prize and other taxes, gratuities and any other incidentals associated with the prize are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability. In which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from

acceptance or use of the prize. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter, or performer. The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of any Internet promotion, game or contest, or the Internet portion of any promotion, game or contest. The Station, in its sole discretion, may award prizes to entries received by alternate means. Decisions of the Station/judges are final.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Four (4) winner(s) will be selected on-air as described above in Section 1 of these Official Rules.
- c. Odds of winning depend upon the number and order of phone calls received for each cue to call.
- d. Winner(s) must listen to the Station to win but do not need to be present to win.
- e. Potential winner(s) will be notified of winning at the time of their winning phone calls. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and execute and return an affidavit of acceptance, eligibility, liability and publicity release **within thirty (30) days** of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, 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). The Station or Promotion Administrator or Sponsor are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

#### 5. CONDITIONS

- a. 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 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.

b. 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 Administrator or Sponsor, 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 Promotion webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

c. Calling the Station to participate in the Promotion constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Promotion may be taped without further permission from the caller. By entering the Promotion, all participants consent to the use of their name, photograph, likeness, biography, voice and/or video for advertising and promotional purposes, including online announcements, without limitation and without compensation.

d. Each winner will be required to produce identification satisfactory to the Station. Each winner will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will be responsible for any taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc. The Promotion is void where prohibited by law. Anyone using fraudulent means to participate and/or win the Promotion will be disqualified.

e. Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.

f. In exchange for the right to participate in the Promotion, each participant agrees to release and indemnify the Station, and its officers, directors, agents, parent companies, subsidiaries and employees (the "Released Parties"), from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the participant's participation in the Promotion.

g. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: [khtk.com](http://khtk.com), in person at the Station [280 Commerce

Circle, Sacramento CA 95815] during regular business hours or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.

#### 6. PRIVACY

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 [khtk.com](http://khtk.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.