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

SLEEP FIRST STUDENT OF THE WEEK scholarship CONTEST

OFFICIAL RULES

*NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.*

Contest Administrator/Station: KHTK-AM, 280 Commerce Circle, Sacramento, California 95815.

Contest Sponsor: Sleep First, 18 Augusta Pines Drive, Suite 157W, Spring, Texas 77389.

1. HOW TO ENTER
	1. These rules govern the Sleep First Student of the Week Scholarship Contest (“Contest”), which is being conducted by KHTK-AM (“Station”). The Contest begins on October 3, 2019 and ends on June 1, 2020 (“Contest Dates”). Nominators (defined below) may enter via online only.
	2. To nominate a student for entry in the Contest, the person submitting the student’s name (“Nominator”) may nominate a junior or senior high school student (“Student”) by entering online beginning on October 3, 2019 at 6:00 p.m. (PT) and ending on April 30, 2019 at 3:00 p.m. (PT) (“Entry Period”) as follows:
		1. To enter online, visit khtk.com and follow the links and instructions to enter the Contest and complete and submit the online entry form (“Submission”) during the Entry Period outlined above. Online Nominators are subject to all notices posted online including but not limited to the Station’s Terms of Use and Privacy Policy. Each Nominator may enter only one (1) Submission per eligible Student, regardless if Nominator has more than one email address. Multiple Nominators are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Submissions submitted may not be acknowledged or returned. Proof of entry of a Submission shall not be deemed proof of receipt by the Contest Administrator.
		2. Nominators must answer the following twelve (12) questions about the Student for the Student to be considered in the Contest:
			1. Student’s full name.
			2. Student’s residential city.
			3. Student’s school name.
			4. Student’s birthday, MM/DD/YYYY.
			5. Describe this Student’s active role in giving back to their family and/or local community.
			6. Describe Student’s sport or competitive activities.
			7. Tell us why this Student is exceptional.
			8. Describe how this Student works hard, e.g., GPA, academic achievements, job responsibilities, etc.
			9. Nominator’s contact information, including full name, phone number and email address.
			10. Nominator’s relationship to the Student.
			11. Contact information for Student’s parent or legal guardian, including full names, phone numbers and email addresses.
			12. Student’s graduating year (either 2020 or 2021).
	3. 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, the Contest. Nominators should not rely on streamed broadcasts and are encouraged to listen to the Station on-air versus online. 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.
	4. Nominators may be provided with an opportunity to opt-in for membership/participation as part of the Submission process, but membership/participation is not required to enter the contest.
	5. Each Nominator may submit only one (1) Submission per Student. When an eligible Submission can be determined, there will be approximately thirty (30) weekly qualifying winners selected in the Contest. There will be one (1) grand prize winner selected in the Contest
	6. The Contest Sponsor and/or Station may discard any Submission that it deems suspicious, objectionable or in poor taste, as determined by the Contest Sponsor and Station in their sole discretion.
	7. All Submissions must be received by the end of the Entry Period.
2. ELIGIBILITY RESTRICTIONS
	1. The Contest is open to all high school age students who are legal U.S. residents of the state of California, who are graduating from high school in either 2020 or 2021, and who reside in one of the six (6) jurisdictions that make up the listening areas of Sacramento, Folsom, Roseville, Lincoln, Rocklin, and Elk Grove. Void where prohibited or restricted by law.
	2. The following individuals are NOT eligible to enter Station contests at any time either as a Nominator or as a Student, even if such individuals meet the age, residency, and other requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
	3. Unless the Station otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest 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 thirty (30) days prior to Sleep First Student of the Week Scholarship Contest are not eligible to participate. Persons who have won a prize valued between $101 and $499 in the ninety (90) days prior to Sleep First Student of the Week Scholarship Contest are not eligible to participate. Persons who have won a prize valued between $500 and $999 in the six (6) months prior to Sleep First Student of the Week Scholarship Contest are not eligible to participate. Persons who have won a prize valued at $1,000 or more in the twelve (12) months prior to Sleep First Student of the Week Scholarship Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.
	4. Parent or legal guardian consent must be obtained for the Submission to be eligible for this Contest. In the event that the parent or legal guardian consent cannot be obtained or if the selected weekly winner is found to be ineligible, that Submission will be disqualified from any prize.
	5. To claim a prize, the winner’s parent or legal guardian must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number.
	6. Nominators are required to provide truthful information and the Contest Sponsor and Station will reject and delete any Submission that it discovers to be false or fraudulent. The Contest Sponsor and Station will disqualify any Submission that does not meet the eligibility requirements and will also delete any Submission as required by law.
	7. This Contest is subject to all applicable federal, state and local laws and regulations. By participating, Nominator agrees to comply with these Official Rules and the decisions of the Contest Sponsor and Station, which are final and binding in all respects.
3. JUDGING criteria/VOTING PERIOD
	1. A judging panel consisting of the Contest Sponsor’s employees (“Judges”) will judge each eligible Submission. The Judges will select one (1) weekly qualifying Submission from among all eligible Submissions based on the following criteria (“Judging Criteria”): (1) evaluation of the Student’s hard work, e.g., GPA, academic achievements, job responsibilities, etc. (33.33%); (2) evaluation of the Student’s sport or competitive activities (33.33%); and (3) evaluation of the Student’s active role in giving back to their family and/or local community (33.33%). Once the Judges select their weekly qualifying winner the winner’s parent or legal guardian will be contacted by the Station to confirm accuracy of all the information provided in the Submission. Once accuracy of the Submission is confirmed, the Student and the Student’s parent or legal guardian must provide consent and a photograph (photograph criteria listed below) of the winner for the Submission to be eligible to receive the weekly qualifying prize and be entered to receive the grand prize at the end of the Contest.
		1. Photographs must contain only a picture of the Student. Each photograph, in its entirety, must be a single work of original material taken of the Student by permission of the Student and the Student’s parent or legal guardian. By entering the Contest, the parent or legal guardian of the Student represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the parent or legal guardian, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.
		2. The Student must be fully dressed in the photograph and the photograph must not contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
	2. Starting on May 1, 2020 at 6:00 a.m. (PT) and running through May 31, 2020 at 3:00 p.m. (PT), the general public will vote for their favorite Submission (“Voting Period”). Each person will be able to vote for one (1) Submission each day during the Voting Period. The Submission that receives the highest number of votes at the end of the Voting Period will win the grand prize.
4. Tie breaker

In the event of a tie for any prize, the tie breaker will be determined from among all tied potential winners by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.

1. PRIZES
2. The Contest Sponsor will select one (1) weekly qualifying prize winner for each week during the Entry Period in which eligible Submissions have been submitted and processed, for a total of up to thirty (30) weekly qualifying prizes. Each weekly qualifying prize consists of: one (1) certificate naming the winner as the “Sleep First Student of the Week”; an invitation to receive one (1) photograph with DJ, Carmichael Dave at a remote at a Sleep First location around the 15th of each month (see dates and times for each remote listed below); an invitation to be interviewed via telephone by Carmichael Dave (interviews will be made by appointment on Monday, Tuesday or Wednesday between the Station and the Student’s parent or legal guardian; the taped interview of the winner will be shared in whole or in part on-air each Thursday provided that an interview can be scheduled); and the winner’s photograph will be featured on the Contest Sponsor and Station owned-and-operated websites and social media sites. The Approximate Retail Value (“ARV”) of the weekly qualifying prize is $0.00. Transportation costs are excluded in the given price. The Station, in its sole discretion, reserves the right to deny Submission 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 any events associated with this Contest.
	* 1. Remote No. 1: October 2019 weekly qualifying prize winners will be invited to a remote on November 14, 2019 from 4:00 p.m. (PT) to 5:00 p.m. (PT) at the Sleep First location (Arden: 1701 Ethan Way Suite B, Sacramento, CA 95825) to receive their Sleep First Student of the Week Certificate and have their photograph taken with Carmichael Dave. Date and location are subject to change.
		2. Remote No. 2: November 2019 weekly qualifying prize winners will be invited to a remote on December 16, 2019 from 4:00 p.m. (PT) to 5:00 p.m. (PT) at the Sleep First location (Lodi: 2631 Reynolds Ranch Pkwy, Lodi, CA 95240) to receive their Sleep First Student of the Week Certificate and have their photograph taken with Carmichael Dave. Date and location are subject to change.
		3. Remote No. 3: December 2019 weekly qualifying prize winners will be invited to a remote on January 16, 2020 from 4:00 p.m. (PT) to 5:00 p.m. (PT) at the Sleep First location (Arden: 1701 Ethan Way Suite B, Sacramento, CA 95825) to receive their Sleep First Student of the Week Certificate and have their photograph taken with Carmichael Dave. Date and location are subject to change.
		4. Remote No. 4: January 2020 weekly qualifying prize winners will be invited to a remote on February 13, 2020 from 4:00 p.m. (PT) to 5:00 p.m. (PT) at the Sleep First location (Lincoln: 890 Groveland Ln, Lincoln, CA 95648) to receive their Sleep First Student of the Week Certificate and have their photograph taken with Carmichael Dave. Date and location are subject to change.
		5. Remote No. 5: February 2020 weekly qualifying prize winners will be invited to a remote on March 16, 2020 from 4:00 p.m. (PT) to 5:00 p.m. (PT) at the Sleep First location (Rocklin: 5108 Commons Dr, Rocklin, CA 95677) to receive their Sleep First Student of the Week Certificate and have their photograph taken with Carmichael Dave. Date and location are subject to change.
		6. Remote No. 6: March 2020 weekly qualifying prize winners will be invited to a remote on April 14, 2020 from 4:00 p.m. (PT) to 5:00 p.m. (PT) at the Sleep First location (Citrus Heights: 6245 Sunrise Blvd Ste B, Citrus Heights, CA 95610) to receive their Sleep First Student of the Week Certificate and have their photograph taken with Carmichael Dave. Date and location are subject to change.
		7. Remote No. 7: April 2020 weekly qualifying prize winners will be invited to a remote on May 14, 2020 from 4:00 p.m. (PT) to 5:00 p.m. (PT) at the Sleep First location (Arden: 1701 Ethan Way Suite B, Sacramento, CA 95825) to receive their Sleep First Student of the Week Certificate and have their photograph taken with Carmichael Dave. Date and location are subject to change.
3. One (1) grand prize will be awarded in the Contest. The grand prize consists of the following: a check in the amount of $4,000 made out to the winner’s parent or legal guardian that is provided by the Contest Sponsor. The ARV of the grand prize is $4,000. Transportation costs are excluded in the given price.
4. The winner’s parent or legal guardian 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. Prizes are not transferable or exchangeable and may not be substituted, except by Contest Sponsor 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 Contest Sponsor and Station are not responsible for replacing the grand prize if lost or stolen. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Contest Sponsor and Station are final.
5. **If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.**
6. WINNER SELECTION AND NOTIFICATION
7. Decisions of the Contest Sponsor and Station management with respect to the Contest are final.
8. The Contest Sponsor will select one (1) weekly qualifying prize winner for each week during the Entry Period in which eligible Submissions have been submitted and processed, for a total of up to thirty one (31) weekly qualifying prizes. Provided that eligible Submissions have been received and processed prior to the end of each week during the Entry Period, winners will be selected as follows:
* Week One: One (1) weekly qualifying winner will be selected on October 07, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PST on October 06, 2019.
* Week Two: One (1) weekly qualifying winner will be selected on October 14, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on October 13, 2019.
* Week Three: One (1) weekly qualifying winner will be selected on October 21, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on October 20, 2019.
* Week Four: One (1) weekly qualifying winner will be selected on October 28, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on October 27, 2019.
* Week Five: One (1) weekly qualifying winner will be selected on November 4, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on November 3, 2019.
* Week Six: One (1) weekly qualifying winner will be selected on November 11, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on November 10, 2019.
* Week Seven: One (1) weekly qualifying winner will be selected on November 18, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on November 17, 2019.
* Week Eight: One (1) weekly qualifying winner will be selected on November 25, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on November 24, 2019.
* Week Nine: One (1) weekly qualifying winner will be selected on November 30, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on December 1, 2019.
* Week Ten: One (1) weekly qualifying winner will be selected on December 9, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on December 8, 2019.
* Week Eleven: One (1) weekly qualifying winner will be selected on December 16, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on December 15, 2019.
* Week Twelve: One (1) weekly qualifying winner will be selected on December 23, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on December 22, 2019.
* Week Thirteen: One (1) weekly qualifying winner will be selected on December 30, 2019 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on December 29, 2019.
* Week Fourteen: One (1) weekly qualifying winner will be selected on January 6, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on January 5, 2020.
* Week Fifteen: One (1) weekly qualifying winner will be selected on January 13, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on January 12, 2020.
* Week Sixteen: One (1) weekly qualifying winner will be selected on January 20, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on January 19, 2020.
* Week Eighteen: One (1) weekly qualifying winner will be selected on January 27, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on January 26, 2020.
* Week Nineteen: One (1) weekly qualifying winner will be selected on February 3, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on February 2, 2020.
* Week Twenty: One (1) weekly qualifying winner will be selected on February 10, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on February 9, 2020.
* Week Twenty-One: One (1) weekly qualifying winner will be selected on February 17, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on February 16, 2020.
* Week Twenty-Two: One (1) weekly qualifying winner will be selected on February 24, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on February 23, 2020.
* Week Twenty-Three: One (1) weekly qualifying winner will be selected on February 29, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on March 1, 2020.
* Week Twenty-Four: One (1) weekly qualifying winner will be selected on March 9, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on March 8, 2020.
* Week Twenty-Five: One (1) weekly qualifying winner will be selected on March 16, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on March 15, 2020.
* Week Twenty-Six: One (1) weekly qualifying winner will be selected on March 23, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on March 22, 2020.
* Week Twenty-Seven: One (1) weekly qualifying winner will be selected on March 30, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on March 29, 2020.
* Week Twenty-Eight: One (1) weekly qualifying winner will be selected on April 6, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on April 5, 2020.
* Week Twenty-Nine: One (1) weekly qualifying winner will be selected on April 13, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on April 12, 2020.
* Week Thirty: One (1) weekly qualifying winner will be selected on April 20, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on April 19, 2020.
* Week Thirty-One: One (1) weekly qualifying winner will be selected on April 27, 2020 at approximately 12PM PT of all eligible Submissions received between 12AM PT on September 30, 2019 and 11:59PM PT on April 26, 2020.
1. The Submission with the highest number of votes at the end of the Voting Period will win the grand prize winner on:
* One (1) grand prize winner will be selected on June 1, 2020 at approximately 12PM PT.
1. Odds of winning depend upon the number of eligible Submissions received during the applicable Entry Period.
2. Winners do not need to listen to the Station and do not need to be present to win. All prizes may be picked up at the office of the Station at 280 Commerce Circle, Sacramento, California 95815 between regular business hours of 8:00 a.m. 5:00 p.m.
3. Potential winner(s) will be notified of winning by telephone. Prize(s) will be awarded only upon confirmation of eligibility, parent or legal guardian consent, and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) parent or legal guardian will be required to respond to such notification attempt and must execute and return, an IRS Form W-9. The parent or legal guardian, along with the winner will also need to execute and return an affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. The parent or legal guardian will also need to complete a warranty of ownership of any photograph provided with the Submission. The grand prize will be awarded in the name of winner’s parent or legal guardian. If a Submission is deemed ineligible for any reason, the parent or legal guardian cannot be contacted, or fails to sign and return the 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 Contest Administrator or Sponsor is not responsible for any changes in Nominator or winner’s parent or legal guardian’s email addresses, phone numbers, mailing addresses or other contact information.
4. CONDITIONS
5. THIS CONTEST IS VOID WHERE PROHIBITED. Nominators and parents or legal guardians of the winners agree that this Contest shall be subject to and governed by the laws of the State of California and the forum for any dispute shall be in Sacramento, California. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any Nominator and parent or legal guardian of the winners expressly waives any and all such rights. Certain restrictions may apply. **Submissions are void if Contest Sponsor or Station determines the Submission is not eligible and the photograph to not be an original, or if the Submission and/or photograph is incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**
6. By entering, Nominators and the parents or legal guardians of the winner(s) also agree (1) to be bound by these Official Rules; (2) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (3) if the Student wins that Released Parties (defined below) may use, with the consent of the parent or legal guardian, each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).
7. Any attempt by any Nominator to obtain more than the stated number of Submissions by using multiple/different email addresses, identities, registrations and logins or any other methods may void that Nominator’s Submission and that Nominator and Student may be disqualified. The use of any device to automate multiple Submissions 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 Submissions by that Nominator at the Station’s discretion. The Station’s or its Contest Administrator’s computer or telephone system is the official time keeping device for this Contest. 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 (1) 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 (2) is assigned to the 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 Submission process or the operation of the Contest. Failure to comply with the rules of the Contest may result in Nominator’s and Student’s disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that Nominator has cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that Nominator and Student from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.
8. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: khtk.com within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Contest Sponsor or Station, any event outlined in this Contest is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest 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.
9. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller’s voice and use it on the air, but only if the caller is eighteen (18) years or older or if consent is received from the parent or legal guardian for calls under eighteen (18) years old. All telephone calls during the Contest may be taped without further permission from the caller but only if the caller is eighteen (18) years or older or if consent is received from the parent or legal guardian for calls under eighteen (18) years old. By entering the Contest and/or acceptance of prize(s), all parents or legal guardians of the winners consent to the use of the Student’s name, photograph, likeness, biography, voice, video, Submission materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
10. Each parent or legal guardian of a winner will be required to produce identification satisfactory to the Station. For example, the parent or legal guardian of a winner(s) will be required to sign an IRS Form W-9. The parent or legal guardian, along with the winner will also be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. The parent or legal guardian will also need to complete a warranty of ownership of any photograph provided with the Submission. Each parent or legal guardian of a winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of the winner’s grand prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is $600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest Submission, including without limitation submitting an incomplete or fraudulent Submission, and/or failing to complete the Submission process, will result in such Submission being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent Submission, by engaging in any “deal-making” with or between other Contest Nominators or parents or legal guardians of the Student or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.
11. Participation in this Contest and/or acceptance of prize(s) constitutes agreement by Nominator and the parent or legal guardian of the winner to release, forever discharge, indemnify, and hold harmless the Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.
12. The Released Parties are not responsible for (1) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (2) incorrect or inaccurate information, human error, failure, or omission; (3) unauthorized human intervention; (4) lost, stolen, mangled, misdirected, illegible, incomplete, or late Submissions; (5) Submissions not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (6) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Nominator(s) and/or winner(s) 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 Contest cannot be conducted and/or if a prize, either in whole or in part, 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.
13. Except where prohibited, by entering the Contest, each Nominator and the parent or legal guardian of the winner(s) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Sacramento, California; (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) Nominator and parent and legal guardian of the winner(s) hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. California law governs the interpretation and construction of these Official Rules and all aspects related thereto.
14. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION**
15. Each Nominator and parent or legal guardian of a Student who enters this Contest represents and warrants as follows: (1) except as set forth herein, the photograph is the parent or legal guardian’s own, produced by the parent or legal guardian of the Student; (2) the photograph does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (3) the photograph does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (4) the photograph does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each Nominator and parent or legal guardian of the winners hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements hereunder.
16. LICENSE
17. By entering the Contest, all Nominators and parent or legal guardian of the Student grant an irrevocable, perpetual, worldwide non-exclusive license to Released Parties, to reproduce, distribute, display and create derivative works of the Submissions, photographs, and interviews in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no additional compensation, including, but not limited to: display on Contest Sponsor’s and Station’s owned-and-operated websites and social media sites an exhibition of all winners. The rights granted shall include, without limitation (1) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (2) the right to make changes to the Submissions, photographs, and interviews, and to use such Submissions, photographs, and interviews as Contest Administrator shall from time to time determine in its sole discretion; and (3) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submissions, photographs, and interviews as may be conferred under any applicable laws, regulations or directives.
18. Nominators and the parents or legal guardians of the Students consent to Contest Administrator doing or omitting to do any act that would otherwise infringe the Nominator’s or Student’s “moral rights” in their Submissions. Display or publication of any Submissions, photographs, and interviews on a Released Party’s website does not indicate the Student will be selected as a winner. Released Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License. Additionally, by entering, each Nominator and the parent or legal guardian of the Student grants to Released Parties the unrestricted right to use all statements made in connection with the Contest, and photographs or likenesses or interviews of Contest Student, or choose not to do so, at their sole discretion, except where prohibited by law. Released Parties will not be required to pay any consideration or seek any approval in connection with such use.
19. PRIVACY
20. By participating in the Contest, Nominator and the parent or legal guardian of the winner(s) agree to the Station’s Terms of Use Agreement and to the use of Nominator and Student’s, with the consent of the parent or legal guardian, personal information as described in the Privacy Policy located at: 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. Any information that Twitter, Facebook, or Instagram collects through a Submission in the Contest may be subject to Twitter’s, Facebook’s, or Instagram’s own terms and policies
21. WINNERS’ LIST/COPY OF OFFICIAL RULES
22. Any violation of these rules may result in disqualification. Consistent with Section 1(e), only one (1) Submission per person.  Any attempt by any one or more Nominator to obtain more than one Submission by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all Submissions from that address or account, and such Nominator(s) and Student’s will be disqualified.
23. Copies of these rules are available at the Station’s website: khtk.com, in person at the Station 280 Commerce Circle, Sacramento, California 95815, during regular business hours 8:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
24. For a list of winners’, mail a request and a self-addressed stamped envelope to 280 Commerce Circle, Sacramento, California 95815, identifying “2019 Winners” List for Sleep First Student of the Week Scholarship Contest. All requests for winner lists must be mailed and received by the Station no later than August 31, 2020. The list of winners’ will only include the name of the winner’s parent or legal guardian due to privacy issues associated with the winner’s information.