# 93.1 KCBS-FM March Mutt Match-Up **Official Contest Rules**

These Contest rules are specific to the above Contest conducted by Entercom California, LLC d/b/a KCBS-FM (the "Station"). Except to the extent specifically set forth below with respect to this specific Contest, the Station's general contest rules apply to this Contest as well. A copy of these specific Contest rules and the Station's general contest rules are available at the Station's studio at 5670 Wilshire Blvd., Suite 200, Los Angeles, CA 90036, during regular business hours and on the Station's website at www.931JACKFM.com/rules. To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.

## **HOW TO ENTER**

- 1. No purchase is necessary to enter or win March Mutt Match-Up (the "Contest").
- 2. Must be eighteen (18) years of age or older at the time of entry submission and legally reside in Los Angeles County, Orange County, Ventura County, San Bernardino or Riverside County to enter or win any prize in this Contest (each, an "Entrant," collectively, the "Entrants").
- 3. To enter from 6:00am (PT) March 13, 2019 through 5:00pm (PT) on March 22, 2019, go to www.931jackfm.com, and click on the Contest entry link (may be on the home page, the "Contests" page, or both), complete the online form, then click on the "Upload Photo" tab, and:
  - Submit only one (1) photograph (as defined by requirements in Section 6 below) of your "top dog":
  - b. Enter your first name, last name, date of birth, zip code, email address and dog name:
  - C. Affirmatively check the box or "I agree" button, expressly confirming each of the following:
    - Entrant represents and warrants that he/she is both eighteen (18) years of age or older and a legal California resident.
    - Entrant represents and warrants that they own the dog depicted in the photo and that there is no person or other dog in the photo, and that the Entrant's dog is the ONLY dog visible in the photo (i.e., there is no person or other dog or animal visible in the photograph at all, no matter how far away or obscure).
    - Entrant represents and warrants that he/she either owns the rights to, or has otherwise obtained permission to use, the photograph submitted with their entry.
    - Entrant represents and warrants to Station that the use and distribution of such photograph will not violate or infringe upon the rights of any third party, including, without limitation, copyrights of others in or to the picture.
    - Entrant represents and warrants that he/she authorizes Station to post the photograph on Station's website and/or on social media sites, or use the photograph in any other manner Station sees fit with no compensation to the Entrant.
    - Entrant agrees and acknowledges that Station, all Contest sponsors, and their respective affiliates, parents, employees, agents and all other related sponsors may use the name, image, photograph submission, other entry materials and/or biographical information of the Entrant for advertising and/or promotional purposes on radio, TV broadcasts, in the newspaper, on websites and/or any other medium in connection with participation in this Contest or otherwise without the payment of any additional compensation to the Entrant.
    - By submitting a photograph in a Station Contest, entrant agrees to indemnify Station should any representations and warranties made by entrant herein or in the applicable Contest rules prove to be false or inaccurate.
    - Entrant understands and agrees that Station shall be the sole and exclusive owner of the photograph submitted, whether or not the photograph is selected as a winner,

- and entrant agrees to sign any documents requested by Station to evidence such transfer of ownership.
- Entrant acknowledges and agrees that the Contest rules are available to him/her at www.931jackfm.com, that he/she has had an opportunity to review them before entering this Contest, and agrees to be legally bound by the Contest rules. Contest rules are also available Monday through Friday (excluding holidays) during normal business hours between 9:00am (PT) and 5:00pm (PT) at the Station's studios located at 5670 Wilshire Blvd. Suite 200, Los Angeles, CA 90036.
- d. As part of the entry process, Entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (i.e., email clubs, text clubs, and rewards programs), the Station; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
- 4. For purposes of this Contest, the terms "photo" and "photograph" may be used interchangeably to include, but not be limited to the inclusion of, any image that may be produced by an analog or digital camera, by an optical image scanner (or simply, "scanner"), by means of a "screen dump," "screen capture," "screenshot," or "screengrab," and/or by the digital manipulation of one or multiple photos such as may be achieved using image editing software. submitted as part of Entry for this Contest must (in addition to the other requirements in these Contest rules) satisfy all of the following requirements:
  - a. The photo must be uploaded in either the ".jpeg" or ".jpg" file format (no other formats will be accepted), using the method described in Section 5 above.
  - b. ONLY THE ENTRANT'S DOG MAY BE VISIBLE IN THE PHOTO. NO PERSON OR OTHER DOG OR OTHER ANIMAL MAY BE DEPICTED IN PHOTO NO MATTER **HOW FAR AWAY OR OBSCURE**; provided, however, that Station reserves the right to accept photos that have parts of other people and animals visible that Station deems (in its sole discretion) is not material to the photo and such persons are completely indistinguishable (e.g., a leg or finger). Further Station's decision in this matter is final and not appealable and Station is not obligated to treat every photo identically (e.g., Station may decide that in one photo a leg is not material but that a leg is in another photo). Any photograph with any other dog or person(s) depicted in it will be ineligible and disqualified, except as otherwise permitted in this subsection.
  - c. Entrant must exclusively own (or has obtained the a license from the copyright holder to) the copyright in the submitted photo (it cannot be "owned" in any way by any other person or company without obtaining his/her express consent to enter this Contest and allow Station to use the photo as contemplated in the Contest rules). BY ENTERING THIS CONTEST AND SUBMITTING PHOTOGRAPH, THE **ENTRANT** REPRESENTING TO STATION THAT THE USE AND DISTRIBUTION OF SUCH PHOTO WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS.
  - d. Photo entries (as well as any comments that may be posted to any photo entries in this Contest) must not contain or convey any content that the Station determines at its sole discretion, subjectively or otherwise, (i) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) to be racially, ethnically, or otherwise offensive or objectionable, (iii) to encourage unlawful behavior, (iv) to contain, depict, or otherwise infringe upon the brand name(s), copyright(s), trademark(s), servicemark(s), tradename(s), logo(s), or any other intellectual property that may belong to a third party, or (v) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. The foregoing is not intended to require Station to disqualify entrants who, in Station's sole discretion, appear to be innocently wearing clothing or are in areas that just happen to contain third party logo(s) or mark(s). Station may, but is not obligated to pixilate/cover any trademark(s), servicemark(s), tradename(s), and/or copyrighted

materials in Station's sole discretion. Station shall not be required to make the same determination based on the foregoing for every photo and may treat each photo entry differently, in its sole discretion, even if the problematic content is similar.

- 5. Station will discard multiple entries received by same Entrant in Contest, and only the first qualified entry to be received by Station, in chronological order, from particular Entrant will be eligible for entry in Contest.
- 6. By entering this Contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes on-air and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. Entrants waive any right to make any claim against Station or any Contest sponsors with respect to any comments - disparaging or otherwise made on-air regarding such Entrant's entry.
- 7. WHETHER OR NOT SELECETED AS THE GRAND PRIZE WINNER OR FINALIST OR QUALIFIER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION, IN ANY MEDIUM THEY DEEM DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT(S), OR ANY OF THE ANIMALS OR PERSONS WHO APPEAR IN OR PROVIDE MATERIALS FOR THE SUBMISSION. INCLUDING. WITHOUT LIMITATION. POSTING THE PIETURE ON THE STATION OR SPONSORS WEBSITES.

### **HOW TO WIN**

- 8. The one (1) Grand Prize Winner will be determined in the following manner:
  - a. At approximately 5:01pm (PT) on March 22, 2019, Station will post the photographs submitted and qualified for entry in this Contest online in the form of a gallery on Station's website, www.931jackfm.com. Listeners and visitors to the Station's website will then be able to vote for their favorite entry from among all photographs posted online up to one (1) time per 24 hour period until 5:00pm (PT) on April 5, 2019. LISTENER VOTES WILL NOT BE A DETERMINING FACTOR IN THE SELECTION OF QUALIFIERS BUT MAY BE, IN STATION'S SOLE DISCRETION, ONE OF MANY FACTORS TAKEN INTO CONSIDERATION IN SELECTING QUALIFIERS.
    - At approximately 6:00am (PT) on April 6, 2019 up to four (4) entries (each a "Qualifier") will be selected by Station staff and/or management from among all entries received to continue to the next round of the Contest, based on evaluation of the submitted photograph(s) in their subjective opinion and/or any other any lawful criteria Station judges deem desirable. Station judges may take the number of votes received into consideration (but is not obligated to) but voting will not be a determining factor in the selection of the Qualifiers.
  - b. At approximately 6:00am (PT) on April 6, 2019 the Station will post the photographs submitted by each of the four (4) selected Qualifiers online in the form of a "head to head match-up" on the Station's website at www.931jackfm.com. Listeners will then be able to vote for their favorite entry from among the Qualifiers as set forth above in Section 8(a) of these rules staring at approximately 6:00am (PT) on April 6, 2019 and ending at approximately 5:00pm (PT) on April 7, 2019.
    - At approximately 6:00am (PT) on April 8, 2019 up to two (2) Qualifiers (each a "Finalist") will be selected by Station Staff and/or management from among all Qualifiers based on evaluation of the submitted photograph(s) in their subjective opinion and/or any other any lawful criteria Station judges deem desirable. Station judges may take the number of votes received into consideration (but is not obligated to) but voting will not be a determining factor in the selection of the Finalists.
  - c. At approximately 6:00am (PT) on April 6, 2019 the Station will post the photographs submitted by each of the two (2) Finalists in the form of a "head to head match up" on

- the Station's website at www.931jackfm.com. Listeners will then be able to vote for their favorite entry from among the remaining two (2) Qualifiers online as set forth above in Section 8(a) of these rules starting at approximately 6:00am (PT) on April 8, 2019 and ending at approximately 5:59pm (PT) on April 8, 2019.
- d. After 6:00pm (PT) on April 8, 2019, Station staff and/or management will select the one (1) potential Grand Prize Winner from among the final two (2) Finalists, based on evaluation of the submitted photograph in their subjective opinion and/or any other any lawful criteria Station judges deem desirable, subject to verification of eligibility and compliance with these Contest rules (the "Grand Prize Winner"). Station judges may take the number of votes received into consideration (but is not obligated to) but voting will not be a determining factor in the selection of the Grand Prize Winner.
- 9. Station will contact the potential Grand Prize Winner. Should the potential Grand Prize Winner not meet the eligibility requirements or is disqualified for any other reason, an alternate Grand Prize Winner may be selected by Station using the criteria listed above, but in the event such alternate Grand Prize Winner does not meet eligibility requirements or is disqualified, no Grand Prize will be awarded in this Contest.

#### **PRIZES**

10. The one (1) verified Grand Prize Winner of this Contest will receive a corporate check in the amount of \$25,000.00 issued in the name of the Grand Prize Winner. Check(s) will not be awarded or processed until the Grand Prize Winner has claimed the Grand Prize at the Station, presented all required documentation, and signed all required releases and tax forms. Grand Prize check will be mailed to the Grand Prize Winner between approximately eight (8) and ten (10) weeks after the Station receives all required paperwork back from the Grand Prize Winner.

# **SPONSORS**

11. The sponsor of this Contest is Entercom California, LLC.

### OTHER RULES SPECIFIC TO THIS CONTEST

- 12. Station is conducting this Contest using proprietary software owned by a third party known as Second Street Inc. ("Second Street"). Second Street is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to Second Street's Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the "Second Street Policies") and may be required to register with Second Street. While agreement to the Second Street Policies is required in order to enter this Contest, the Second Street Policies are not a part of these Contest rules but are a separate agreement between the entrant and Second Street. With respect to the conduct of this Contest by Station, in the event of any conflict between the Second Street Policies and the Station Contest rules, the Station's Contest rules govern.
- 13. Station is not responsible for any error or technical malfunctions associated with the Second Street site that may affect any entrant's ability to enter, to win, or to be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the Second Street site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this Contest, terminate this Contest without a winner, terminate this Contest and select a winner early, provide alternative means of entry or any other changes to these Contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station's website, if applicable.

not eligible to	sponsors and poor win in this Co	ntest.		-	

14. Employees of Second Street and its affiliates, their respective parents, affiliates, subsidiaries,