**2021 KMLE-FM FULTON HOMES FENCE PATROL**

**Official Contest Rules**

# These Contest rules are specific to the above Contest conducted by Audacy Arizona, LLC d/b/a KMLE (the “**Station**”). Except to the extent specifically set forth below with respect to this specific Contest, the KMLE general contest rules apply to this Contest as well. Copies of these specific Contest rules and the Station’s general contest rules are available at the Station’s studio at 840 N. Central Ave., Phoenix, AZ 85004, during regular business hours and on the Station’s website at [www.kmle1079.com/rules](http://www.kmle1079.com/rules). **To the extent that the KMLE general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

# **How to Enter**

# No purchase is necessary to enter or win the “2021 KMLE-FM Fulton Homes Fence Patrol” Contest (the “**Contest**”). A purchase or payment will not increase your chance of winning.

# As of the date of entry in this Contest, eligible entrants must be eighteen (18) years of age or older and legal residents of the state of Arizona. In addition, as of April 18, 2021, eligible entrants and/or their legal spouse must be the legal record owner of a stand-alone or multi-family home that is located within Maricopa County, Arizona (as reasonably determined by Station and within the usual service area of the installer) with a preexisting pool on said property (“**Eligible Home**”). **Station reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and tax records).  Failure to provide any requested documents by the deadline requested by the Station will result in automatic disqualification and no prize will be awarded in this Contest.**  In the event that the Eligible Home is not owned by the winning entrant or his/her spouse, the winner will be disqualified.

# 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.

# To enter from approximately 12:00am (MST) on Monday, April 19, 2021 through 11:45pm (MST) on Sunday, July 25, 2021, visit [www.kmle1079.com/contests](http://www.kmle1079.com/contests) and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period with the following:

### Entrant’s contact information including entrant’s full name, zip code, phone number (including area code), phone number, age, and e-mail address; and

### A short essay in 500 words or less describing why the entrant needs a new pool fence. Entrants may not register for another person. Entrants may only register for himself/herself. If the essay is over 500 words, only the first 500 words will be read (longer essays will not be disqualified). Essay need to be truthful.

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# Failure to submit all of the above items in one submission/entry may result in immediate disqualification of such entry.

# By submitting an essay to a Station, each entrant authorizes the Station to post such essay and/or entrant’s and nominee’s name to the Station’ websites, social media sites and pages, and/or to read it on-air. Station reserves the right to edit an essay in their sole discretion.

# **IT IS THE ENTRANT’S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF ANY OTHER PERSONS INVOLVED TO ALLOW STATIONS TO READ AND/OR POST THE ENTRANT’S ESSAY WITH RESPECT TO THE OTHER PERSONS’ NAMES AND PERSONAL INFORMATION WHICH IS MENTIONED IN THE ESSAY. BY ENTERING THIS CONTEST, ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM MADE BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE ENTRANT.**

# **WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION (OR ITS SPONSORS) IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT.**

**How to Win**

# At approximately 12:00pm (MST) on each of the dates listed in Section 10 below (each such date, a “**Winner Selection Date**”), twenty (20) entries will be randomly selected from among all entries received through such Winner Selection Date, subject to verification of eligibility and compliance with the Contest rules (each a “**Qualifier**”). Immediately following the selection and verification of such Qualifiers, a panel of Station-selected judges (the “**Judges**”) will select one (1) Qualifier’s entry, based upon any lawful criteria the Judges deem desirable, including without limitation, the Judge’s subjective opinion of the essay submitted with each such entry, to become the one (1) winning entry for such Winner Selection Date and for the entrant associated with such entry to receive one (1) prize in this Contest (*as described in Section 13 below*), subject to verification of eligibility and compliance with the Contest rules (each such winning entrant, as the case may be, a “**Winner**”)

### There will be up to, but in no event more than, twenty (20) Qualifiers per Winner Selection Date.

### There will be up to, but in no event more than, one (1) Winner per Winner Selection Date.

### Once a Qualifier is selected as a Winner, they will be ineligible for subsequent drawings.

### Entries not selected as a Qualifier will be retained and included in all subsequent drawings in this Contest.

# The Winner Selection Dates are as follows:

## May 10, 2021: One (1) Winner selected

## May 17, 2021: One (1) Winner selected

## May 24, 2021: One (1) Winner selected

## June 7, 2021: One (1) Winner selected

## June 14, 2021: One (1) Winner selected

## June 21, 2021: One (1) Winner selected

## June 28, 2021: One (1) Winner selected

## July 12, 2021: One (1) Winner selected

## July 19, 2021: One (1) Winner selected

## July 26, 2021: One (1) Winner selected

# Winners will be contacted via telephone at the telephone number provided to Station in his or her entry. Station will only be required to leave one message at the number provided. Prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. At the time of notification, the Winner will be given the information regarding how to receive the pool fence installation by Ironman Pool Fence. If a potential Winner is no longer the legal record owner of the Eligible Home at the time of selection as a potential winner then the potential winner will be disqualified.

# Odds of an entrant becoming a Qualifier in this Contest depends upon the number of entries received as of a Winner Selection Date. Odds of a Qualifier on any Winner Selection Date becoming a Winner shall be up to, but shall in not exceed, 1:20.

**Prize**

# Each of the up to ten (10) verified Winners in this Contest will receive one (1) gift certificate from Ironman Pool Fence, LLC (“Prize Provider”) valued at $1,500.00, which must be redeemed by Winners directly from Prize Provider, to be applied toward the cost of the following goods and services related to the installation of a new pool fence at the Eligible Home (the “Prize”):

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### Consultation with Prize Provider (to be arranged between Winner(s) and Prize Provider);

### Products/goods/fencing (to be selected by Winner(s) in consultation with Prize Provider); and

### Fence installation including labor (on a date to be mutually agreed upon by Winner(s) and Prize Provider).

1. Prize must be redeemed and installation completed by August 31, 2022. Prize may only be redeemed from Ironman Pool Fence, LLC, 4206 E. Winslow Ave., Phoenix, AZ 85040. Prize is non-transferable. Prize may only be applied to one (1) pool fence installation (including consultation, product/goods/fencing, and installation). If the cost of the products/goods/fencing, services, and installation selected by Winner exceeds $1,500.00 then winner is solely responsible for payments of all such costs in excess of $1,500.00, to be paid directly to Prize Provider. Winner will not receive any compensation or payment of any kind if winner fails to timely redeem the Prize. If the total cost of products/goods/fencing, services and installation chosen by Winner(s) is less than $1,500, any remaining value of the gift certificate becomes void, and winner will not receive the difference in value (whether in cash, credit, or otherwise).
2. The Station’s sole obligation with respect to the Prize is to award the gift certificates to the Winners. Winners are solely responsible for redemption of the gift certificates from Prize Provider. The Station shall have no role in or responsibility for the redemption of the Prize, including without limitation with respect to any communications between Winner(s) and Prize Provider, the selection of any products, good or services to be provide or performed, or the scheduling of any consultations or installations. Prize will be subject to the terms and conditions as set forth by Prize Provider. Prize may only be redeemed in connection with an Eligible Home as described in Section 2 of the rules. Winner must be the legal record owner of the Eligible Home through and including completion of installation or winner forfeits prize. **Winners are solely responsible for securing all required permits and permissions/authorizations from any applicable government authority, Home Owner’s Association or, or other applicable entity. Winners are solely responsible for ensuring the pool fence selected by Winners in consultation with Prize Provider complies with all applicable codes, laws, rules and regulations.**  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). The prize(s) is awarded as-is.

# This prize (in its entirety) will be forfeited if the selected Winner or his/her legal spouse is not the record owner of an Eligible Home. Station reserves the right to require that the selected Winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and/or leases). Failure to provide any requested documents by the deadline requested by the Station will result in automatic disqualification.

# The record owner of the property where the prize will be installed must have a standard homeowner’s insurance policy on the home before any work will commence.

# Like all work in a home, there is always the possibility of significant delays (due to delays in obtaining materials, supplies, third party contractors, etc.) before, during, or after the construction of work and/or increased costs or time due to unforeseen circumstances or conditions. Winner understands and accepts any such risk of delay or increased costs. Winner understands and agrees that Station, Ironman Pool Fence, and its vendors are not responsible for any delays or increased costs.

# WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED IN THEIR HOME AND AGREES TO COMPLETELY RELEASE STATIONS FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM THE DAMAGE OF ANY PROPERTY OR INJURY OF ANY PERSON IN CONNECTION WITH OR ARISING FROM THE USE OF THE PRIZE AND THE WORK TO BE PERFORMED IN CONNECTION WITH THE PRIZE, REGARDLESS OF THE CAUSE. THE FOREGOING SHALL NOT RELIEVE THE CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS. WINNER FURTHER AGREES TO COMPLETELY RELEASE STATION FOR ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM ANY CLAIM THAT THE POOL FENCE IS NOT PROPERTY PERMITTED AND/OR DOES NOT COMPLY WITH ANY AND ALL REQUIRED CODES.

# Neither Station, Ironman Pool Fence, nor their vendors have made or are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to products or services provided as the Prize in this Contest, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer’s warranty that may apply to any of the products or services received.

# Prize will be released to the Winner only. Winner may be required to provide a copy of a valid United States state or federal photo ID and valid social security number in order to receive a prize. Winner may be required, in Station’s sole discretion, to sign one or more liability release agreements relieving the Station, its parents, subsidiaries, officers, directors, members, managers, employees, agents and Contest sponsors or other parties from any and all liability with respect to the entrant’s participation in the Contest and the receipt and/or use of any prize. Any person who refuses to sign any required liability release agreement, provide a social security number or complete and/or provide any other documents required by the Station by the deadline required by Station will forfeit any and all prizes.

# Station reserves the right to substitute a prize of equal or greater value. No transfer or assignment of prize is allowed, except as may be determined by Station in its sole and absolute discretion on a case by case basis.

# Winner is responsible for paying all applicable local, county, state and federal taxes on prize based on the estimated retail value of the prize, as set forth in the Contest rules, and will be issued an IRS 1099 form for all prizes won from Station where the aggregate value of all prizes is $600 or more in any calendar year.

**Sponsor(s)**

# This Contest is sponsored by Audacy Arizona, LLC d/b/a KMLE, Fulton Homes and Ironman Pool Fence.