

94.5 KOOL FM's "Fulton Homes School Salute" Contest Rules

These Contest rules are specific to the above Contest conducted by Entercom Arizona, LLC d/b/a 94.5 KOOL (collectively, 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 on the Station's website at <https://kool.radio.com/rules>. As a preventative measure in light of COVID-19 (Coronavirus), copies of the specific Contest rules and the Station's general contest rules will not be available at the Station's studio. **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 Necessary to enter or win the 94.5 KOOL FM's "Fulton Homes School Salute" (the "Contest").
2. Entrants (each an "Entrant") must be individuals, 14 years or age or older, who are students at a public or private school, grades 6-12, that is located in one the following counties in Arizona: Maricopa or Pinal.
3. One (1) entry only per individual (each an "Entry").
4. Beginning at 12:01 am Mountain Time ("MT") on Monday, August 3, 2020 and ending at 11:59 pm MT on Thursday, December 24, 2020, individuals may enter this Contest by submitting a video of the Entrant performing the song "The Star Spangled Banner" (the "Performance") by following the specific requirements below to enter. **The Performance must be of the Entrant either (a) singing "The Star Spangled Banner" without musical accompaniment of any kind, whether live or pre-recorded; or (b) performing "The Star Spangled Banner" without lyrical or singing accompaniment of any kind, whether live or pre-recorded.**
 - i. Go to <https://kool.radio.com/contests>, click the graphical "Fulton Homes School Salute" link, and complete the online submission form as follows:
 1. Enter your email address;
 2. Complete the online submission form with the name of the Entrant, the Entrant's home address and daytime telephone number, the name of the school where Entrant is a student; and
 3. Upload a video file in the 3GP, ASF, AVI, DIVX, DV, FLV, MKV, MOV, MP4, MPG, MPEG, MPEG-PS, TS, MXF, OGG, OGV or WMV file format ONLY of the Performance.
 4. Click the "submit" button. **(NOTE: THIS DOES NOT COMPLETE THE ENTRY PROCESS).**
 5. Entrants who successfully submit all of the required information above will see a pop-up window which will include a link to access and download the REQUIRED "Release and Consent" form (also available as "**Attachment A**" to these rules).
 - ii. Entrants MUST print, complete and sign the "Release and Consent" form (accessible either by link in the pop-up window or at **Attachment A** to these rules), AND then submit the completed and signed "Release and Consent" form by email to gabrielle.mercer@entercom.com.
 - iii. **ENTRANTS WHO DO NOT COMPLETE AND SUBMIT A SIGNED "RELEASE AND CONSENT" FORM WITHIN SEVENTY-TWO (72) HOURS FROM THE TIME THEY SUBMIT THE ONLINE ENTRY FORM WILL BE DISQUALIFIED.**
 - iv. **IF AN ENTRANT IS UNDER 18 YEARS OF AGE, THE "RELEASE AND CONSENT" FORM MUST BE SIGNED BY THE ENTRANT'S PARENT OR LEGAL GUARDIAN.**
 - v. **Entrants can only perform an arrangement of "The Star Spangled Banner" that is in the public domain. Entrants cannot perform an arrangement performed by another artist to the extent such arrangements differ from the public domain version. If the Entrant is singing, he/she cannot be singing over a musical performance of the song. If the**

- Entrant is performing the song by playing an instrument, he/she cannot include or add a person singing the song.
- vi. **Only the Entrant can be depicted in the video.** No other person's image, voice or talent can be captured in the video. Any video with any other person(s) or more than one person depicted in it will be ineligible and will be disqualified.
 - vii. **Video entries must not contain any indecency, profanity or obscenity as determined by Station in its sole discretion. Video entries must not contain or depict any registered trade/servicemark or any copyrighted material. BY ENTERING THIS CONTEST AND SUBMITTING A VIDEO, THE ENTRANT IS REPRESENTING TO STATION THAT THE USE AND DISTRIBUTION OF SUCH VIDEO WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS.**
5. **If the Entrant is under 18 years of age, then either a parent or legal guardian must submit the entry on behalf of their minor child.**
 6. **For any Winner under 18 years of age, his/her parent or legal guardian will be deemed the Winner.**
 7. **FAILURE TO SUBMIT ALL ITEMS AS REQUIRED BY THESE RULES WILL RESULT IN IMMEDIATE DISQUALIFICATION.**
 8. All Entrants who submit an entry agree to the following as a condition of entry:
 - Entrant represents and warrants that he/she is 14 years of age or older and a legal Arizona resident.
 - Entrant represents and warrants that he/she own the rights to the video submitted with the entry.
 - Entrant represents and warrants that there is only one person visible in the video and that person is the Entrant.
 - Entrant represents and warrants that he/she authorizes Station to post the video on Station's website or social network sites or use the video in any other way Station sees fit.
 - Entrant agrees and acknowledges that Station and contest sponsors and their respective affiliates, parents, employees, agents and all other related sponsors may use for advertising and/or promotional purposes, Entrant's name, image, video submission, other entry materials and/or biographical information on radio, TV broadcasts, newspaper advertisements, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation.
 - Entrant understands and agrees that Station shall be the sole and exclusive owner of the video submitted, whether or not the video 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 <https://kool.radio.com>, has had an opportunity to review them before entering this contest and agrees to be legally bound by those contest rules.
 9. By entering this contest the Entrant consents to use of the video (in whole or in part) by Station in any manner it sees fit with no compensation to the Entrant. By submitting a video, Entrant represents and warrants that they own the rights to, or have obtained permission to use, the video submitted with each entry. Further, each Entrant authorizes the Station to post the video on the <https://kool.radio.com/> website, its Facebook page or other social media sites, or otherwise on the Internet.
 10. 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 "make fun" of any entry

submitted. Entrants waive any right to make any claim against Station, or any Contest sponsors with respect to any disparaging comment made on-air about such Entrant's entry.

11. By entering this Contest, Entrants agree to indemnify, defend and hold Station harmless from and against any claims, expenses proceedings, suits, actions or costs (including costs from reasonable attorneys' fees) of any kind or nature incurred by Station on account of a breach by Entrant of any of their representations, warranties, covenants or agreements as a result of Entrant's participation in the Contest.

How to Win

12. On or about each of the selection dates set forth below, Station staff and/or management will review all eligible entries submitted by 11:59 pm MT on the day immediately preceding each selection date and will select one (1) potential winner ("**Winner(s)**") based on any lawful criteria as determined by the Station in its sole discretion, subject to verification of eligibility.

Selection Dates:

- Monday, September 14, 2020;
- Monday, September 21, 2020;
- Monday, September 28, 2020;
- Monday, October 5, 2020;
- Monday, October 12, 2020;
- Monday, October 19, 2020;
- Monday, October 26, 2020;
- Monday, November 2, 2020;
- Monday, November 9, 2020;
- Monday, November 16, 2020;
- Monday, November 30, 2020;
- Monday, December 7, 2020;
- Monday, December 14, 2020;
- Monday, December 28, 2020;

13. Entries not selected will remain eligible to be selected during any subsequent selections during the Contest.

14. An Entrant may be selected as a Winner only once during the Contest, and shall not be eligible to become a Winner again during this Contest.

Prize(s)

15. Station will award up to fourteen (14) prizes in this Contest. Each verified winner will receive (a) two-hundred fifty-dollars (\$250.00) in the form of a corporate check made payable to the Winner; (b) the opportunity for the Winner's Performance to be played on the Station for one (1) week (Monday through Friday); and (c) the opportunity for the Winner's Performance to be featured on the KOOL School Salute contest page for one (1) week (the "**Prize**"). The Approximate Retail Value of each Prize is \$250.00. Winner will forfeit any prize or prize certificate not claimed within seven (7) days of winning and will be required to submit all required paperwork and provide all Station-requested information for the check to be issued. Checks may take up to twelve (12) weeks to receive and will be mailed directly to the Winner.

Sponsors

16. Sponsors of this Contest are: Fulton Homes and Entercom Arizona, LLC d/b/a KOOL-FM.

Other Rules Specific to This Contest

17. Station retains sole and exclusive possession and retains all rights to use any performance Entry, or any part thereof, indefinitely in any promotions including but not limited to on-air usage and online usage without any compensation to Entrants or any third parties. The aforementioned stipulations apply to all winning and non-winning Entries. Station is not responsible for any costs associated with submitting any Entry or any costs arising out of participating in the Contest or failure to adhere to official Contest rules.
18. Station is not responsible for technical problems that may impact the ability of 3GP, ASF, AVI, DIVX, DV, FLV, MKV, MOV, MP4, MPG, MPEG, MPEG-PS, TS, MXF, OGG, OGV or WMV entries to properly download and play on Station computer.
19. Station is the sole timekeeper in the Contest, including without limitation with respect to determining whether any entries or other material has been timely submitted.

ATTACHMENT "A"
94.5 KOOL FM's "Fulton Homes School Salute" ("CONTEST")

RELEASE AND CONSENT FORM

By signing below, in connection with my participation in the Contest, the undersigned ("I" or "Entrant"), acknowledges, certifies, represents and/or warrants that:

I submitted the entry into this Contest.

I am 18 years or age or older, or to the extent the Entrant is a minor, that I am the Entrant's parent or legal guardian and I consented to Entrant's submission of the Entry and participation in the Contest.

The rules associated with this Contest are available to me at <https://kool.radio.com>. I agree that by being permitted to participate I agree to be bound by the terms and conditions of all rules applicable to this Contest.

By entering this Contest and submitting an entry, I represent to the Station that the use and distribution of such entry will not violate or infringe upon the rights of any third party, including, without limitation, copyrights of others.

By entering this Contest, I understand and agree that Station may elect to use any Entry submitted for entertainment purposes on-air or online. I waive any right to make any claim against Station or any Contest sponsors with respect to any disparaging comment made about such Entrant's entry. I hereby irrevocably grant to Station, a perpetual, transferable, royalty-free license to use, publish, broadcast, transmit, and exploit the name, likeness, portrait, recorded voice and/or image and likeness of myself, in any manner, by any means, whether now known or hereafter devised, as well as the right to edit, alter, or otherwise use the Content in whole or in part, alone or in compilation with content provided by third parties, and for any of which I shall not receive any payment or any additional compensation. Specifically, I acknowledge and agree, that such Entry may be used by Station for, among other things, and without limitation, posting on the internet (including without limitation, the Station website(s) and third party websites such as Facebook or Twitter, Instagram, or YouTube, and/or social media pages, and/or viral distribution through email or other means of sharing), inclusion in commercials however distributed, and/or for on-air broadcast or other cable, fiber, satellite, mobile or other means of distribution, and I hereby consent to all such use, for any of which I shall not receive any payment or any additional compensation. I hereby release and discharge Station, and waive any potential claims against, Station or any of its affiliates with respect to any such usage and/or editing in whole, or in part, alone or in compilation with content provided by third parties, and further release and discharge, and waive any claims against, Station from any and all claims and liability for compensation, damages, or injury, including but not limited to claims for libel, false light, invasion of privacy, or other infringements of personal, property or proprietary rights of any nature, foreseen or unforeseen, associated with or arising out of the commercial or other uses of the Entry.

By entering this Contest, I agree to indemnify, defend and hold Station from and against any claims, expenses proceedings, suits, actions or costs (including costs from reasonable attorneys' fees) of any kind or nature incurred by Station on account of a breach by Entrant of any of their representations, warranties, covenants or agreements as a result of Entrant's participation in the Contest.

I have read this Release and Consent and fully understand its contents. I acknowledge that this certification was willingly and voluntarily signed. I affirm that I intend to be legally bound by the terms of this certification.

Agreed to by:

Signature of Entrant (if 18+)

Full name: _____
(printed)

Date: _____

Signature of Parent or Legal Guardian (required if Entrant is under 18)

Full Name: _____
(printed)

Relationship to minor Entrant: _____

Date: _____

Address: _____

City: _____

State and Zip Code: _____

Phone #: _____

Email address: _____

Name of School Entrant Attends: _____