

**KRTH - KNOCK KNOCK IT'S A K-EARTH XMAS 2019**  
**Official Rules**

These Contest rules are specific to the above Contest conducted by Entercom California, LLC d/b/a KRTH-FM ("Station"). **Except to the extent specifically set forth below with respect to this specific Contest, 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, California 90036 during regular business hours and on the Station's website at <https://kearth101.radio.com/rules>. To the extent that the Station's general contest rules differ from these rules, these rules will govern and control with respect to this Contest.

**How to Enter**

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1. No purchase or payment of any kind is necessary to enter or win the KNOCK KNOCK IT'S A K-EARTH XMAS 2019 contest (the "**Contest**").
2. Eligible Nominees must both be eighteen (18) years of age or older and legally reside in Los Angeles County, Orange County, San Bernardino County, Riverside County, or Ventura County as of the date of entry in this Contest (each a "**Nominee**").
  - a. Individuals may make nominations (each, a "**Nominator**") starting at 6:00am (PT) on November 20, 2019 and ending at 11:59pm (PT) on December 3, 2019 by means of submissions to the Station by completing the form on the Station's website by clicking on the "KNOCK KNOCK IT'S A K-EARTH XMAS 2019" link and submit all of the following materials (each an "**Entry**"):
    - i. Nominator's contact information including Nominator's full name, phone number (including area code), age, zip code and e-mail address.
    - ii. The full name and age of the Nominee that you are nominating in this Contest; and
    - iii. A short "**Essay**" in 300 words or less describing why Nominator would like to nominate someone they consider a deserving individual this holiday season and also include a "**Wish List**" of gift ideas that they believe would help the Nominee the most. Nominators may not nominate themselves. Only the first 300 words of any Essay submitted will be read (longer Essays will not be disqualified).  
Nominators are not eligible to win or receive a prize in this Contest.
  - b. By submitting an Essay to the Station, each Nominator authorizes the Station to post such Essay and/or Nominator's and Nominee's name to the Station's website at <https://kearth101.radio.com> and/or to read it on-air.
  - c. Station reserves the right to edit an Essay in its sole discretion. Not all Essays will be posted to the Station's website and/or read on-air.
  - d. IT IS THE NOMINATOR'S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF THE NOMINEE TO STATION READING/POSTING THE NOMINATORS' ESSAY AND WISH LIST WITH RESPECT TO THE NOMINEE'S OR OTHER PERSON'S NAME AND OR OTHER PERSONAL INFORMATION ABOUT THE NOMINEE OR OTHER PERSON THAT NOMINATOR MAY ELECT TO INCLUDE IN SUCH ESSAY OR WISH LIST. BY ENTERING THIS CONTEST, NOMINATORS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY AND WISH LIST SUBMITTED BY THE NOMINATOR.
3. **By submitting an Entry, Nominators and Nominees understand and agree that Station may elect to use any submitted Entry for entertainment purposes on-air and may choose to "make fun" of any submitted Entry. Nominators and Nominees waive any right to**

**make any claim against Station, or any Contest sponsors with respect to any disparaging comment made on-air about an Essay or Wish List submitted by a Nominator, or in which the Nominee was the subject.**

4. Essays submitted as Entries in this Contest must be original works created by the person submitting such Entry. In the event it comes to Station's attention before or after Winner selection in this Contest that any such Entry includes any plagiarized material, such Nominator and the affected Nominee shall be disqualified and any and all prizes will be forfeited.
5. Failure to submit all of the above items in one (1) Entry will result in disqualification.
6. WHETHER OR NOT SELECTED AS THE 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 NOMINATOR OR ANY ELIGIBLE NOMINEE.

### **How to Win**

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7. On or about December 4, 2019, Station judges will review and judge all potential Entries in consideration at such time (*as described in Section 2 above*), based on any lawful criteria they deem desirable, and select up to one (1) Nominee as a Winner, subject to verification of eligibility and compliance with the Contest Rules (the "**Winner**"). Starting on December 4, 2019 and ending on or about December 18, 2019, the Station will share the Winner's story, share the Winner's Wish List, and ask the community for donations to fulfill the Winner's Wish List. On December 19, 2019, approximately between 6:00am (PT) and 9:00am (PT) the Station will deliver the Prize to the Winner. Winner does not need to listen to Station to win but must be present when the Station delivers the Prize to a location to be mutually agreed upon by the Station and the Nominator. The Station will contact the Nominator and coordinate Prize delivery on behalf of Winner.
8. PRIZE WILL BE AWARDED TO THE SELECTED NOMINEE WHO WILL BE THE ONLY PERSON ACKNOWLEDGED AS A WINNER IN THIS CONTEST. THE NOMINEE WILL BE REQUIRED TO COMPLETE THE NECESSARY FORMS REQUIRED BY STATION (INCLUDING, WITHOUT LIMITATION, ACKNOWLEDGEMENT OF RESPONSIBILITY FOR TAXES, PROOF OF AGE AND RESIDENCY) AT THE TIME OF RECEIVING THE PRIZE. WINNER MUST RETURN ALL DOCUMENTS SENT TO THEM AND REQUIRED TO BE SIGNED BY THE STATION WITHIN 30 DAYS OF RECEIPT. IN THE EVENT OF A FAILURE BY A NOMINEE TO ACCEPT THE PRIZE, TO COLLECT THE PRIZE, OR TO COMPLETE THE FORMS BY THE DEADLINE REQUIRED BY STATION, THE PRIZE WILL NOT BE AWARDED UNLESS OTHERWISE DECIDED BY THE STATION IN ITS SOLE DISCRETION ON A CASE BY CASE BASIS. THE STATION IS NOT OBLIGATED TO SELECT A REPLACEMENT NOMINEE (BUT RESERVES THE RIGHT TO DO SO IN ITS SOLE DISCRETION, TIME PERMITTING).

### **Prizes**

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9. One (1) "**Prize**" will be awarded in this Promotion. The Prize is one (1) six (6) to seven (7) foot high artificial holiday tree selected solely at the discretion of the Station. Approximate Retail Value of the Prize is \$100.00. In addition to the Prize listed above, the Station may also arrange for the delivery of the items off the Wish List submitted with the winning Entry to a location to be mutually agreed upon by the Station and the Nominator. Any Wish List items will be obtained by donations from Station listeners. Wish List items will be included in the Prize at the sole discretion of the Station and may be subject to availability and delivery limitations. There is no guarantee that the Winner will receive any Wish List items; all Wish List items will be subject to donation and availability.

10. Nominators are not entitled to any award or prize in this Contest, even if their submission was selected as the winner and/or their Nominee rejects the prize, does not complete the required paperwork on time or cannot be located.

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**Sponsor(s)**

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11. The sponsor of this Contest is Entercom California, LLC d/b/a KRTH-FM.

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**Other Rules Specific to This Contest**

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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.
14. Employees of Second Street and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.