HOW DO YOU LISTEN TO 97.3 THE FAN? Contest Rules

These contest rules are specific to the above contest conducted by Entercom California, LLC d/b/a KWFN (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 www.973TheFanSD.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 are temporarily not 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 OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST

2. The Contest entry period will begin at approximately 6:00 AM Pacific Time ("PT") on June 22, 2020 and end at 5:00 PM PT on July 27, 2020 (the "Contest Entry Period").

3. To enter, go to www.973thefansd.com, click on the How Do You Listen to 97.3 The Fan link, and complete the on-line entry form with:

   (a) Your contact information (name, address, daytime telephone number, email address); and

   (b) Upload a video showing how you listen to 97.3 The Fan (*e.g.*, listening in your phone via the radio.com app, listening online at www.973thefansd.com through the player, listening using your smart speaker, listen using a radio with an FM tuner, or listening through your smart TV using the radio.com app. Video should not exceed one (1) minute (longer videos will not be disqualified but Station judges will only view the first one (1) minute of each entry and only the first one (1) minute will be posted online, if applicable). The uploaded video must be in the following video format: mp4.

   (c) **The video MUST include the live audible audio broadcast of 97.3 The Fan playing on the devise on which the entrant listens to the Station, but the audio may only be of the Station's local on-air hosts talking. ANY VIDEO THAT CONTAINS ANY STATION AUDIO OF (I) THE BROADCAST OF A PROFESSIONAL, COLLEGE OR AMATEUR SPORTS GAME, INCLUDING HIGHLIGHTS OR CLIPS, (II) SYNDICATED PROGRAMMING (E.G. NATIONAL OR REGIONAL SHOWS), (III) COMMERCIALS, OR (IV) OTHER CONTENT BESIDES THE STATION'S LOCAL ON-AIR HOSTS TALKING, WILL BE IMMEDIATELY DISQUALIFIED.**

4. Entrants must be 18 or older on the date of entry.

5. **Only the individual who submits the entry can be depicted in the video. No other person's image, voice or talent can be captured in the video (except for the audio of the Station's local on-air hosts talking). Any video with any other person(s) or more than one person depicted in it will be ineligible and will be disqualified. ANY VIDEO THAT CONTAINS ANY MUSIC WHATSOEVER WILL BE IMMEDIATELY DISQUALIFIED. Entrants may not even sing or speak the lyrics to any copyrighted song or any other copyrighted material in their video (no portion of copyrighted poems, etc…) unless the associated copyrights are owned by the entrant and no one else (Station may require proof).**

6. All entrants who submit an entry agree to the following and Station will require, as a condition of entry, that entrants affirmatively check a box or an "I agree" button expressly confirming the following:

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- Entrant represents and warrants that he/she is 18 years of age or older and a legal resident of the state of California.
- Entrant represents and warrants that he/she own the rights to, or have obtained permission to use, the video submitted with the entry.
- Entrant represents and warrants that there is only one person visible in the attached 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.
- By submitting a video 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 acknowledges and agrees that the contest rules are available to him/her at www.973thefansd.com, has had an opportunity to review them before entering this contest and agrees to be legally bound by those contest rules.

7. 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, each 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 www.973thefansd.com website or its Facebook page or other social media sites.

8. 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 other copyrighted material other than those owned or licensed by the entrants or the Station or a Contest Sponsor. 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. By submitting a video, Entrants agree to indemnify Station should any representations and warranties in these contest rules prove to be false or inaccurate.

9. **By entering this contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes 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 regarding such Entrant's entry.**

How to Win

10. On or about July 27, 2020, following the conclusion of the Contest Entry Period, Station staff and/or management will select one (1) winner (subject to eligibility verification and compliance with these contest rules) as the video that Station judges deem the best based on any lawful criteria as determined by the Station in its sole discretion.

Prize(s)

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11. One (1) prize will be awarded in this Contest. The verified winner in this contest will receive: One (1) $100 gift card to Panera Bread. Gift card is subject to all card issuer terms and conditions, may not be redeemed for cash except where required by law, and will not be replaced if lost, stolen or damaged.

Sponsor(s)

12. The sponsors of this contest are: Entercom California, LLC and Panera Bread.

Other Rules Specific to This Contest

13. 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.

14. 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.

15. 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.

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