

Official Contest Rules & Regulations

Sponsor: The Contest is sponsored by Pacific Media Group Maui (the "Company") Stations: KJKS 99.9 KISS FM.

The Company's Station Websites: <http://kissfmmaui.com>

1. **Contest:** KISS FM's Business Holiday Cheer 2019 held on Company Station KJKS 99.9 KISS FM

No Purchase Necessary: No purchase is required to enter or win the Contest.

2. **Dates of Contest:** December 2, 2019 to December 20, 2019

3. **Description of Contest - How to Enter:** Decorate your business this holiday season. Upload a picture of your business to our website: www.kissfmmaui.com or text your picture in to 877-5477. Ed & Charly will pick a winner every Monday and Friday in December leading up to Christmas (Dec. 9, 13, 16 & 20). **How to Win:** Show your holiday cheer through original Holiday decorations to win your office a Holiday Platter from Island Grocery Depot.

4. **Eligibility:** The Contest is open to all individuals (i) with a current government-issued photo identification reasonably acceptable to the Company, (ii) that are at least 18 years old (varies with promotion) and (iii) are residents of Maui County. Only one (1) entry per household. Employees and agents of the Company, its affiliates, subsidiaries, agencies and divisions, participating promotional partners, and their respective employees and immediate family members are not eligible to participate in the Contest and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriages(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related. Employees of any radio station (whether or not affiliated with the Company) are ineligible to play.

5. **Prize(s) and Odds:** A Holiday Platter from Island Grocery Depot. Only one (1) prize per household within any thirty (30) day period. Only one (1) prize per household within a calendar year if the prize is valued over \$600.00. If a winner is disqualified, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. Prizes and individual components of prize packages are subject to availability and the Company reserves the right to substitute prizes of equal or greater value. Prize(s) must be used before the expiration date. Prize(s) are non-transferable and not assignable. No substitutions allowed by winners. Prize(s) may not be redeemable for cash. If tickets to a performance are awarded as a prize, the Company is not responsible for any cancellation or rescheduling of the performance for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the performance not be rescheduled or vouchers not issued. The Company is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

6. **Claiming the Prize:** Claiming the prize will vary with each contest, as some winners are put on a guest list or will call list. Unless contest specifically directs winner to claim prize at venue, than winner(s) must claim prize(s) in person by visiting the Company's Studios at 311 Ano Street, Kahului, HI 96732 (Monday through Friday between 8:00 am and 5:00 pm) within two weeks of winning, or prize will be forfeited. Winner will be required to provide a current government-issued photo identification in such form as requested by the Company before any prizes will be awarded. Any failure by winner to provide the required information to the Company within fourteen (14) days of winner's date of winning will result in forfeiture of the prize. Winners are solely responsible for reporting and payment of any taxes on prizes. Should the prize(s) be valued at \$600.00 or more, winner will be required to provide a valid Social Security Number and

will receive a 1099 IRS Tax Form that must be completed and returned for the value of the prize. All federal, state and local taxes and incidental fees are the sole responsibility of the prize winner.

7. **Publicity: Use of Personal Information.** Acceptance of prize(s) offered constitutes permission to grant the Company and its affiliates the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, the winner's name, biographical information, voice and/or picture, and/or likeness for purposes of advertising and promotion without further compensation as permitted by law. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

8. **Limitations of Liability/Release:** Winner(s) and all participants of Contest agrees to release and hold the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, harmless from any and all losses, damages, penalties, rights, claims, suits, costs, actions and expenses of any kind resulting from acceptance, possession or use of any prize, participation in Contest, including without limitation, personal injuries, death and property damage.

The Company is not responsible for failed, partial, or garbled telephone transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware, or software. If for any reason the Contest is not capable of running as planned, including due to tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the Company's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Company reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and/or disqualify any individual who tampers with the process. The Station assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines.

9. **Reservation of Rights:** The Company reserves the right, at its sole discretion, to disqualify any individual it finds, to be tampering with the entry process or the operation of the Contest, to be in violation of the Rules, to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Company will prosecute any fraudulent activities to the full extent of the law.

By Participating in this Contest, the contestants agree to be bound by these Official Rules and the decisions of the Company, the Contest supervisors and any judges selected by the Company, which shall be final in all respects. The Company reserves the right to change these Rules at any time that it determines necessary in its sole discretion and will not be responsible for any typographical or other inadvertent errors in these Official Rules or in other announcements or materials relating to the Contest.

Special contests will have specific rules, which will be available in the same manner.

A written copy of these contest rules and winner lists (lists only available for up to one year after end of contest) are available during normal business hours at our main office, on our station websites and by mail upon written request with a self-addressed, stamped return envelope. Our mailing address is Pacific Media Group, 311 Ano Street, Kahului, HI 96732.