# Official Rules: Sleeping Lady Resort Giveaway Sweepstake

May 6, 2021

# Rules and Regulations

Any individual who enters, attempts to enter or in any way participates or attempts to participate in this giveaway conducted by Classic Radio, its parent, affiliated companies, websites, advertising and promotion agencies, the sponsors and prize donors (hereinafter referred to as "KING FM") (each such individual in hereinafter referred to as an "Entrant") agrees to be bound by the terms and conditions provided in these Official Sweepstake Rules ("Rules"), as well as by KING FM's interpretations of these Rules which are final and binding in all matters relating to the Sweepstake.

NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING. OPEN TO RESIDENTS OF THE UNITED STATES, AGE 18 AND OVER.

#### **ENTRY**

The Sleeping Lady Resort Giveaway Sweepstake (hereinafter referred to as "Sweepstake") will run from 8:00am until 6:00pm PDT on Thursday, May 6, 2021.

Individuals and households who make financial contributions to KING FM on a monthly basis (such contributors are known as "sustainers" or "sustaining members") are entered into the Sweepstake automatically. Those who are not "sustainers" may enter the Sweepstake as follows. Either:

 Make a donation to KING FM during the time window of the Sweepstake as specified above, whether through the KING FM online giving portal at <a href="www.king.org">www.king.org</a> or by calling 1-888-598-9810. All those who financially contribute to KING FM during the time window specified above will be made an Entrant in the Sweepstake automatically.

OR

• Call the KING FM "front desk" at (206) 691-2981 and provide your name, address, daytime telephone number, and e-mail address.

All entries must be received during the above time period to be eligible to win the prize. Only one complete entry per person per household within the aforementioned period is eligible. KING

FM is not responsible for failure to receive entries due to transmission failures and/or other conditions beyond its reasonable control.

#### PRIZE

The winning Entrant will receive a **3-night stay at Sleeping Lady Resort in Leavenworth**, **WA**, **along with a \$150 voucher for use at a restaurant or spa**. The cash value of this prize is \$1,350. The 3-night stay at Sleeping Lady Resort is redeemable for dates to be arranged by the winner with Sleeping Lady Resort. Blackout dates may apply; rooms are based on availability.

## **ELIGIBILITY**

Entrants must be eighteen years of age or older to enter and win, and a legal United States resident.

Employees of KING FM and their immediate families are not eligible.

Only one prize will be awarded.

An individual may win only one KING FM contest, giveaway, or sweepstake every 60 days.

By entering, Entrants agree to be bound by these Rules, and agree to release KING FM from any and all liability for injuries, losses or damages of any kind resulting from participation in this drawing. Details and qualifications for participation in this promotion may apply.

# **GENERAL CONDITIONS**

Void where prohibited.

KING FM is not responsible for technical, network, electronic, computer, hardware or software failures of any kind, including any injury or damage to Entrant's or any other person's computer related to or resulting from participating in or downloading any materials in the Sweepstake.

KING FM is not responsible for incomplete, garbled or delayed entries. In the event that technical or other circumstances compromise this Sweepstake, KING FM and king.org reserve the right to cancel the Sweepstake, decline to select a winner, and/or select winners for prizes from all eligible entries received prior to the cancellation.

KING FM is not responsible for typographical errors in the Sweepstake site or these Rules.

KING FM reserves the right to share entry information with Sponsors and Administrators.

# RELEASE OF LIABILITY

By participating, Entrant releases KING FM, and its respective subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all others associated with the development and execution of this Sweepstake, from and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstake and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are not responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the rewarding of any prize.

By entering, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstake, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgements, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstake, but in no event attorney's fees; and (iii) under no circumstances will any Entrant be permitted to obtain any reward for, and Entrant hereby waives all right to claim punitive, incidental, or consequential damages, and any and all rights to have damaged multiplied or otherwise increased, and any other damages, other than damages for actual out-of-pocket expenses.

#### WINNER SELECTION

The winner will be selected through a random drawing of all eligible entries. Any and all drawing(s) will be conducted and judged by KING FM, whose decisions and interpretations of these Official Rules shall apply and be final. Winners will be notified by email and/or telephone within two (2) business days of selection. If winners do not respond within two (2) business days of contact, KING FM reserves the right to randomly select an alternate winner from the names of all entries that did not win a prize.

In order to receive the prize, winners may be required to sign an Affidavit of Eligibility and Liability/Publicity Release, and any additional information, waivers, and releases that may be required.

Winners will have ten (10) days to execute and return the Affidavit of Eligibility and/or Liability/Publicity Release, releasing KING FM from any claims, losses, injuries or damages of any kind resulting from participation in the Sweepstake or the use or receipt of any prizes. Failure to comply with the foregoing, or the return of any prize as undeliverable, may cause the winner to forfeit their prize, and KING FM reserves the right to select an alternate winner. Except where prohibited by law or regulation, winner's acceptance of prize will constitute permission for KING FM to use winner's name, likeness, and statements for any purpose without additional compensation, consideration or consent.

KING FM assumes no responsibility for Entrants not making timely phone calls to the station or other timed entry as a result of the delays in the Internet stream. Entrants should not rely on streamed broadcasts to participate in any promotion.

#### **WARNING**

Online listeners to streamed broadcasts may experience a lag in transmissions due to buffering limitations and other delays in the online streaming of its broadcast signal. Therefore, listeners of the online stream may be disadvantaged in participating in the Sweepstake.

#### **PRIVACY**

By entering the Sweepstake, you agree to receive information and promotional communications periodically from KING FM.

If you would like to opt-out of receiving communications from KING FM, make your request to the Membership Department by e-mailing <a href="mailto:members@king.org">members@king.org</a>, calling (206) 691-2981, or mailing Membership, Classical KING FM 98.1, 363 Mercer St., Suite #200, Seattle, WA 98109.

Classical KING FM 98.1 will abide by the terms of the privacy policy located at https://www.king.org/privacy-policy/

### **PRIZE**

There shall be only one winner of the Sweepstake.

The number of eligible entries received during the entry period determines the odds of winning a prize.

KING FM reserves the right to deny, change, or replace the prize at any time with a prize of equal or greater value for any reason.

The prize is not transferable, assignable nor redeemable for cash. All Federal, State and Local laws and regulations apply. Winner will be responsible for all Federal, State or other applicable taxes in connection with the receipt of prizes.

# OFFICIAL RULES AND WINNER LIST

For a copy of these Rules, please send a self-addressed, stamped envelope to Classical KING FM 98.1, 363 Mercer St., Suite #200, Seattle, WA 98109 (WA residents only may omit return postage).

For a list of the prize winners, send a self-addressed, stamped envelope to: Classical KING FM 98.1, 363 Mercer St., Suite #200, Seattle, WA 98109. All requests for a list of prize winners must be received no later than 45 days after the above-mentioned end date of the Sweepstake.

## **LEGAL WARNING**

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND KING FM RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY THE LAW.