

## **KTWL General Contest Rules**

**KTWL**

530 W. Main Street

Brenham, Texas 77833

(979)836-0214

Cen TX Broadcast Group, LLC, its subsidiaries and affiliated companies (together, the “Company”), will conduct the Contest substantially as described in these rules, and by participating, each participant agrees as follows:

1. Company may conduct on-air contests from time to time. Contests may be run simultaneously on more than one radio station owned or operated by company  
**NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING.** Void where prohibited. Odds of winning depend upon the number of participants.

2. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed within 30 days of the contest end date. No cash equivalent for prize will be awarded. Prize is nontransferable. If a winner cannot be contacted or is disqualified, the Company reserves the right to determine an alternate winner or not to award that winner’s prize, in its sole discretion.

3. Eligibility and Limitations. Participants and winner(s) must be U.S. residents at least 18-years old as determined by the Company and reside in the stations listening area. Only one (1) entry per person. Only one (1) prize per household for the Contest. Only one (1) prize per household from any of the Company’s stations within any thirty (30) day period. Employees of the Company, the Contest’s participating sponsors and their advertising agencies, employees of other radio stations, and members of the immediate family of any such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. Telephone and Delivery Disclaimer. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the “Caller ID” block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company’s control, or otherwise. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability

to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entry forms in a register-to-win contest must be handwritten. No photocopies or mechanical reproductions of entry forms is permitted.

5. **Publicity; Use of Personal Information.** By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests or for any other promotional use by Company and waive any claims to royalty, right, or remuneration for such use. 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.

6. **Release.** By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants may be asked to sign an official waiver form provided by the Company.

7. **Taxes.** Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS .

8. **Conduct and Decisions.** By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. **ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE,**

COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Miscellaneous. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Station(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules visit the business office of the Station during normal business hours or mail a written request with a stamped, self-addressed return envelope to the Station's address, listed above. All entries become the property of the Company and will not be returned. To be removed from our direct mail, email or fax lists, visit the main office of the Station during regular business hours, or send a self addressed stamped envelope with contest name to KTWL Contests, 530 W. Main Street Brenham, Texas 77833.

10. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.