

The following contest is intended for participants in the United States only and will be governed by United States laws. Do not proceed in this contest if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

98.5 KFOX CHRIS JACKSON'S GUITAR RIFF OFF CONTEST  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.***

Contest Sponsor/Administrator: KUFX-FM, 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103

1. HOW TO ENTER

- a. These rules govern the 98.5 KFOX Chris Jackson's Guitar Riff Off Contest ("Contest"), which is being conducted by KUFX-FM ("Station"). The Contest begins on September 18, 2019 and ends on October 26, 2019 ("Contest Dates"). Entrants may enter via online only.
- b. This Contest is a video submission contest offering the opportunity for amateur musicians to compete for a chance to win \$1000.
- c. SIGN-UP PERIOD: To enter the Contest, entrants must sign up online between September 18, 2019 at 5:00pm PDT and September 29, 2019 at 5:00pm PDT ("Sign Up Period"). Entrant must enter online by visiting [www.kfox.com](http://www.kfox.com) and following the links and instructions to sign up for the Contest and complete and submit the online sign-up form during the Sign-Up Period outlined above. A station representative will contact the entrant during the Sign-Up Period to confirm the following information:
  - i. The entrant is at least eighteen (18) years or older;
  - ii. The entrant lives in the Bay Area;
  - iii. The entrant has played the electric guitar for at least 3 years;
  - iv. The entrant can play a popular classic rock guitar riff from the 1970's to the present; and
  - v. During the Contest Dates the entrant does not have a current recording contract.

- d. AUDITION: On October 5, 2019 eligible entrants from the Sign-Up Period must come to the San Jose Flea Market located at 1590 Berryessa Road, San Jose, CA 95133 between the hours of 12:00pm PDT and 4:30pm PDT to have their guitar riff audition videotaped (“Submission”) by the Contest Administrator. The Contest Administrator will provide the following at the audition: an electric guitar and sound equipment. The entrant may bring their own electric guitar to the audition, but it is not required to participate in the audition.
  - i. Once at the Flea Market the entrants will need to go to 98.5 KFOX Tent, located near the main entrance and check in with the Contest Administrator. Each entrant must present a valid California driver’s license at check-in. Upon check-in, each entrant will be assigned a number in chronological order (first person to sign in is assigned number one (1), the next person to sign in is assigned two (2), etc.). The Contest Administrator will videotape each entrant’s audition in the chronological order received at check-in.
  - ii. Each entrant will be allowed one (1) play-through of the guitar riff prior to the videotaping to ensure equipment function, along with sound and video quality. The Contest Administrator will then videotape the entrant’s audition, which will be up to a minute (1:00) classic rock guitar riff of entrant’s choosing. The entrant shall not be allowed to sing any lyrics in their Submission.
- e. ONLINE ENTRY FORM: To complete the entry process, entrants must enter online between October 7, 2019 at 12:00am PDT and October 26, 2019 at 5:00pm PDT (“Entry Period”) as follows:
  - i. Once the Submission is recorded, the entrant must enter online by visiting [www.kfox.com](http://www.kfox.com) and following the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period outlined above. Once the online entry form is completed, the Contest Administrator will upload the Submission to [www.kfox.com](http://www.kfox.com) for public viewing, and any such posting will be deemed made at the direction of the entrant. Online entrants are subject to all notices posted online including but not limited to the Station’s Terms of Use and Privacy Policy. The Submission and online entry form together will be the complete entry (“Entry”) for the Contest.
- f. Only one (1) Entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an Entry shall not be deemed proof of receipt by the Contest Administrator.

- g. Entrants may be provided with an opportunity to opt in for membership / participation as part of the entry process, but membership / participation is not required to enter the contest.
- h. Only one (1) Entry per person is permitted. There will be a total of one (1) grand prize winner selected in the Contest.
- i. All online entries must be received by the end of the Entry Period.

## 2. JUDGING

a. Judging consists of two (2) rounds of evaluation. In Round One, starting on October 7, 2019 at 12:00am PDT and running through October 20, 2019 at 11:59pm PDT, the general public will vote for their favorite Submission. The ten (10) Submissions that receive the highest number of votes in Round One ("Top Ten Finalists") will advance to the Final Round.

b. The Final Round of judging will take place onsite at the 98.5 KFOX Riff Off Party on Saturday, October 26, 2019 at the San Jose Flea Market located at 1590 Berryessa Road, San Jose, CA 95133 from 12:00pm PDT to 4:30pm PDT. The Top Ten Finalists will be invited to perform their guitar riff LIVE in front of an audience and a panel of judges ("Judges").

c. The Top Ten Finalists will be judged by the Judges based on the following criteria:

- i. Stage Presence & Professionalism: Overall confidence, poise & ability to communicate with audience (10%).
- ii. Technical Ability: sound quality, use of stage, precision, technique (10%).
- iii. Difficulty of Riff: Technique required to properly execute the riff (15%).
- iv. Appearance/Costume: Appropriate & supportive to the theme of the song, movement of body, head, posture (5%).
- v. Creativity: originality of the riff (10%)

## 3. TIE BREAKER

- a. In the event of any tie, the tie breaker will be determined from among all tied potential winner(s). The Station/Judges will at their sole discretion, make the final decision by selecting a winner at random. Decisions of the Station/Judges are final and binding.

#### 4. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of California, eighteen (18) years of age or older, and who reside in one of the Nine (9) jurisdictions that make up the listening area of the Greater San Francisco / Bay Area (San Francisco, Santa Clara, Alameda, Contra Costa, Marin, San Mateo, Solano, Napa, and Sonoma Counties). Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. Unless the station otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest or station event from any of the Bonneville International radio stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the thirty (30) days prior to entering the 98.5 KFOX Chris Jackson's Guitar Riff Off contest are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to entering the 98.5 KFOX Chris Jackson's Guitar Riff Off contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the 98.5 KFOX Chris Jackson's Guitar Riff Off contest are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the 98.5 KFOX Chris Jackson's Guitar Riff Off contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.
- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth, email address, phone number, and Social Security Number.
- e. Entrants are required to provide truthful information and the Station will reject and delete any Entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any Entry as required by law.
- f. This Contest is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules

and the decisions of the Station/Judges, which are final and binding in all respects.

## 5. PRIZES

- a. One (1) grand prize will be awarded. The grand prize consists of a one thousand dollar (\$1,000) check. The Approximate Retail Value ("ARV") of the prize is \$1,000. Transportation costs are excluded in the given price. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). If the 98.5 KFOX Riff Off Party is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Station or Contest Administrator or Sponsor, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related event(s).
- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station are final.
- c. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

## 6. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management and Judges with respect to the Contest are final.
- b. Ten (10) finalists will be selected in the Contest between October 7, 2019 and October 21, 2019. The ten (10) Submissions that get the highest votes ("Top Ten Finalists"), will be selected to perform their guitar riff LIVE at the 98.5 KFOX Riff Party. One (1) grand prize winner will be selected onsite at the 98.5 KFOX Riff Party at the San Jose Flea Market on Saturday, October 26, 2019 from 12:00pm PDT to 4:30pm PDT.

- c. Odds of winning depend upon the number of eligible Entries received during the applicable Entry Period.
- d. All Top Ten Finalists must be present at the 98.5 KFOX Riff Off Party at the San Jose Flea Market on October 26, 2019 for their chance to win the grand prize. The Top Ten Finalists will need to check in between the hours of 10:00am PDT and 11:30am PDT at the 98.5 KFOX tent in order to participate in the grand prize competition and present a valid California driver's license. Any Top Ten Finalist who has not checked in by 12:00pm PDT will forfeit his or her chances to win the grand prize at the sole and absolute discretion of the Station. No proxies or stand-ins will be permitted. Upon check in, each Top Ten Finalist will be assigned a number in chronological order (first person to sign in is assigned number one (1), the next person to sign in is assigned two (2), etc.). The number assigned at check in will be the chronological order of the Live performances. Beginning at 12:00pm PDT on Saturday, October 26, 2019, the Top Ten Finalists will get to show off their guitar riffing skills in front of an audience and a panel of judges at the San Jose Flea Market.
- e. Winners do not need to listen to the Station to win but the Top Ten Finalists must be present at the 98.5 KFOX Riff Off Party at the San Jose Flea Market on October 26, 2019 to win the grand prize. All prizes may be picked up at the office of the Station at 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103 between regular business hours of 9:00 a.m. 5:00 p.m. If a winner chooses to have a prize shipped, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.
- f. Potential winner(s) will be publicly announced at the 98.5 KFOX Riff Off Party at the San Jose Flea Market on October 26, 2019. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). The Station or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 7. CONDITIONS

- a. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate multiple entries is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. Failure to comply with the rules of the Contest may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that an entrant has cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.
- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: [www.kfox.com](http://www.kfox.com) within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their

name, photograph, likeness, biography, voice, video, Entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.

- d. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest Entry, including without limitation submitting an incomplete or fraudulent Entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent Entry, by engaging in any “deal-making” with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.
- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner’s guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions,

and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in San Francisco, California (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 8. LICENSE

- a. In consideration for an entrant's Submission being reviewed and evaluated for this Contest, all entrants hereby grant an irrevocable, perpetual, worldwide non-exclusive license to Released Parties, to use, copy, sublicense, transmit, publicly perform, publish, reproduce, distribute, display and create derivative works of the Submission (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no additional compensation. The rights granted shall include, without limitation (1) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (2) the right to make changes to the Submission, and to use such Submission as Contest Administrator shall from time to time determine in its sole discretion; and (3) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submission as may be conferred under any applicable laws, regulations or directives.
- b. Entrants consent to Contest Administrator doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any Submission on a Released Party's website does not indicate the entrant will be selected as a winner. Released Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License. Additionally, by

entering, each entrant grants to Released Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion, except where prohibited by law. Released Parties will not be required to pay any consideration or seek any approval in connection with such use.

## 9. PRIVACY

- a. By participating in the Contest, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at: [www.kfox.com](http://www.kfox.com). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. Any information that Twitter, Facebook, or Instagram collects through an Entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

## 10. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(f), only one (1) Entry per person. Any attempt by any one or more entrants to obtain more than one Entry by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: [www.kfox.com](http://www.kfox.com), in person at the Station at 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103 during regular business hours 9:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- c. For a list of winners', mail a request and a self-addressed stamped envelope to: KFOX-FM, 201 3<sup>rd</sup> Street, Suite #1200, San Francisco, CA 94103 identifying "2019 98.5 KFOX Chris Jackson Guitar Riff Off Winners List". All requests for winner lists must be mailed and received by the Station no later than January 26, 2020.