

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 / KUFX-FM  
2023 FOREIGNER CHOIR 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 Administrator: KUFX-FM, 2001 Junipero Serra Blvd. Suite 350 Daly City CA 94014

Contest Sponsor : Counter Productions, Foreigner 14 Penn Plaza 18th Floor New York, NY 10122

1. HOW TO ENTER

These rules govern 2023 Foreigner Choir Contest ("Contest"), which is being conducted by KUFX-FM ("Station"). The Contest begins on April 7, 2023 and ends on May 7, 2023 ("Contest Dates"). Entrants may enter on-line only.

Submission. To enter the Contest, submissions should be made by any choir group instructor or manager. Entrant may enter on-line beginning on April 7, 2023 at 5:30 PM PDT and ending on April 30, 2023 at 11:59PM PDT ("Submission Period"). Contestants can submit an online entry at KFOX.com or the "Foreigner Choir" contest.

Voting. Listeners will be able to vote for their favorite top choir group beginning on May 1, 2023 at 12:01pm PDT and will conclude on Sunday May 7, 2023 at 11:59pm PDT ("Voting Period"). Listeners can submit a vote online at KFOX.com for the "Foreigner Choir" contest.

**Submissions must include a link** to submit to a 3-5-minute video presentation of a cappella version of any Classic Rock song other than a Foreigner song via YouTube, Facebook, Instagram, TikTok or other video format for social media.

Submissions must be accompanied by the following information:

- a. Full Name;
- b. Address;
- c. Day and evening phone numbers;
- b. Date of birth;
- c. E-mail address of the person nominating the choir group;

## KUFX- Foreigner Choir Contest Summer Q2 2023

- d. Name of the choir group being nominated;
- e. The nominated group's home city;
- f. Entrant's relationship to the nominated group.

Only one (1) entry per person is permitted.

- a. There will be five (5) winner(s) selected by the KUFX-FM team in the "Submission Period" of the Contest from all eligible entries received.
- b. There will be one (1) runner up winner selected during the contest that receives the 2<sup>nd</sup> most votes during the "Voting Period."
- c. There will be one (1) grand prize winner selected in this contest that receives the most votes during the "Voting Period."

To enter online, visit [KFOX.com](http://KFOX.com) and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period. Finalist winners will be contacted by phone after the Submission Period and Voting Period are completed pursuant to Section 1. Online Entrants are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. There is a limit of one (1) submission per eligible Entrant, per day during the Entry Period regardless if Entrant has more than one email address or videos. Multiple Entrants 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 Station.

The Station may discard any entries that it deems suspicious, objectionable or in poor taste, as determined by the Station in its sole discretion.

All entries must be received by the end of the Entry Period.

### 2. ELIGIBILITY RESTRICTIONS

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 jurisdictions that make up the listening area in and around San Francisco/Bay Area California. Void where prohibited or restricted by law. The nominated groups must be found within the immediate San Francisco/Bay Area broadcast area (DMA).

The following individuals are NOT eligible to enter Station Contest at any time, even if such individuals meet the age and residency requirements above: (i) any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) 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 (iii) 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.

## KUFX- Foreigner Choir Contest Summer Q2 2023

Unless the Station otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest, sweepstakes or other Station event from any of the Bonneville Bay Area Radio Stations are subject to the following restrictions: Persons who have won thirty (30) days prior to entering the Contest are not eligible to participate. These restrictions also apply to immediate household members of prize winners.

To claim a prize, the Winner must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number.

Entrants are required to provide truthful information and the Station will reject and delete any Submission 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 Submission as required by law.

This Contest is subject to all applicable federal, state and local laws and regulations. By participating in the Contest and/or acceptance of prize(s), Entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

### 3. PRIZES

Five (5) Qualifying prize(s) will be awarded after the conclusion of the Submission Period which ends April 30, 2023 at 11:59 PDT. This prize includes: one (1) \$250.00 donation to the submitting choir group program.

One (1) "Runner-Up" will go to the group with the 2<sup>nd</sup> most votes at the conclusion of the Voting Period. This group will be invited to perform on **Thursday, August 24, 2023, at Shoreline Amphitheatre in Mountain View, CA.** prior to the Foreigner and Loverboy performance. All performers and chaperones will receive complimentary general admission lawn tickets to this performance.

One (1) First Place (Top Vote Getter) will be invited to perform on **Thursday, August 24, 2023, at Shoreline Amphitheatre in Mountain View, CA** prior to the Foreigner and Loverboy performance. All performers and chaperones will receive complimentary general admission lawn tickets to this performance.

Prizes awarded from on stage competition on August 24, 2023:

**One (1) "Runner-Up" Prize** will go to the group with the 2<sup>nd</sup> loudest cheers from the crowd at the concert on August 24, 2023, based on the highest decibel reading during the applause following the group's performance. The group will be awarded a \$500.00 to their choir program.

**One (1) First Place Winner** will go to the group with the 1<sup>st</sup> loudest cheers from the crowd at the concert on August 24, 2023, based on the highest decibel reading during the applause following the group's performance. This group will be awarded the "Grand Prize". This prize will consist of a (1) Bose PA System (Bose L1 Pro16 System). The

Approximate Retail Value (“ARV”) of the grand prize is \$1,899.00. Any difference between the stated ARV and actual ARV will not be rewarded.

All prizes for this contest will be provided and facilitated by the Sponsor: Counter Productions, Foreigner.

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/judges are final.

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.

#### **4. JUDGING CRITERIA**

A judging panel consisting of three (3) Bonneville Bay Area employees will judge the submissions provided during the Submission Period of this contest. (“Judges”). The Judges will select Five (5) entries from among all eligible entries based on the following criteria (“Judging Criteria”):

- a. The ability and talent of the group’s submission.

#### **5. VOTING CRITERIA**

Listeners will vote on their favorite top choir group during the Voting Period of this contest. The top two choirs with the most votes will win the opportunity to perform on stage on August 24, 2023 for the finalist contest.

#### **6. TIE BREAKER**

In the event of a tie for a prize, the tie breaker will be determined by a random drawing from all tied potential winner(s) by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.

#### **7. WINNER SELECTION AND NOTIFICATION**

Decisions of the Station management with respect to the Contest are final.

Five (5) prize winner(s) will be selected as described above.

One (1) runner up winner will be selected as described above.

One (1) Finalist (top vote getter) winner will be selected as described above.

Odds of winning a prize depend upon the number of entries.

The grand prize winner and runner up will be determined by a decibel meter operated by the Station Sponsor.

Winners do not need to listen to the Station or be present to win. All winners will be contacted at the conclusion of the Sub to arrange for prize pickup. 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.

Potential winner(s) will be notified of winning by email or a phone call. 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 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.

## 8. CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the State of California and the forum for any dispute shall be in Daly City, California. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and any Entrant expressly waives any and all such rights. Certain restrictions may apply. **Submissions are void if the Submissions are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**

By entering and/or acceptance of prize(s), Entrants also agree (i) to be bound by these Official Rules; (ii) that the decisions of the Station and Contest Sponsor are final and binding with respect to all matters relating to the Contest; and (iii) if the Entrant wins that Released Parties (defined below) may use the winning photographs and each Winner's

## KUFX- Foreigner Choir Contest Summer Q2 2023

name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).

The use of any device to automate entry 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 Contest and seek damages to the fullest extent permitted by law.

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: [KFOX.com](http://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.

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.

## KUFX- Foreigner Choir Contest Summer Q2 2023

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 and an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. This may be done to verify their identity either in-person or through email, DocuSign, or video conference. 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.

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.

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 Seattle, WA; (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. Washington law governs the interpretation and construction of these Official Rules and all aspects related thereto.

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; or (vii) any part of a Contest that cannot be conducted and/or if a prize, either in whole or in part cannot be awarded due to the closure of any Contest Sponsor location, if applicable, promoter or performer issues, acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Station's sole control.

Except where prohibited, by entering the Contest, each Entrant agrees that: (i) 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 Seattle, Washington; (ii) 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 (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Washington law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## **9. PRIVACY**

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 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 a Submission 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**

Any violation of these rules will result in disqualification. Consistent with Section 1, only one (1) Submission per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) Submission by using the same phone number, email address, Twitter account or similar registration method through any means including, without



## KUFX- Foreigner Choir Contest Summer Q2 2023

limitation, multiple/different email addresses, Twitter accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such Entrant(s) will be disqualified.

Copies of these rules are available at the Station's website: [KFOX.com](http://KFOX.com), in person at the Station located at 2001 Junipero Serra Blvd. Suite 350 Daly City, CA 94014, during regular business hours 9:00 a.m. (PDT) to 5:00 p.m. (PDT), Monday through Friday, or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address. All requests for winner lists must be mailed and received by the Station no later than July 7, 2023.