

## KDDB New Year New You 2024 Official Contest Rules

(effective January 15, 2024)

### **NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.**

- 1. CONTEST PERIOD:** Contest begins January 15, 2024 and ends on January 26, 2024 [HST].
- 2. HOW TO ENTER:** During the Contest Period, listen to 102.7 Da Bomb/KDDB-FM at 9:00 AM weekdays, when cued, call 808-356-1027 for a chance to win one (1) Planet Fitness Black Card Membership (ARV \$365.57).
- 3. ELIGIBILITY:** The Contest is open only to individuals who are legal residents of the United States residing in Hawaii who are 18 years of age or older at the time of entry. Contest is limited to one entry per person / per household unless otherwise stated. Employees, contractors, directors, and officers of Pacific Media Group and Pacific Radio Group, and Planet Fitness ("Sponsor(s)"), and their immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households of such employees are ineligible to play and win. Winners are not eligible to participate in any Pacific Media Group and Pacific Radio Group radio station contests for a period of thirty (30) days from the original date of qualifying or winning a contest and/or prize conducted by any Pacific Media Group and Pacific Radio Group radio station including KUMU-FM, KPOI-FM, KDDB-FM and KQMQ-FM.
- 4. PRIZE DETAILS:** One winner each day Monday through Friday of the contest period will receive one (1) Planet Fitness Black Card Membership Card valued at \$365.57.

Station does not assume responsibility if prize providers change rules and restrictions, or in the event that the prize provider is unable to provide the winner with their Prize(s). All Prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the Prize(s) is based on available information provided to Sponsor and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. The winner(s) may be required to provide Sponsor with a valid social security number or tax identification number before the Prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner(s), or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the Prize(s) received. Prize(s) not claimed within 90 days of winning will be forfeited. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen Prize(s). If the winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize.

**5. WINNER NOTIFICATION:** Potential winner will be notified by a telephone call to the phone number provided upon qualification. Potential prize winner will be required to respond within twenty-four (24) hours or prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued wireless or land line phone service which may result in a potential winner not receiving initial prize notification. Once potential winner notification is confirmed to Sponsor, the potential prize winner may be sent an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within twenty-four (24) hours; (iii) any required documents are not returned within thirty (30) days; or (iv) if winner is unable to accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner.

**6. LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or

inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; or (f) any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Contest. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Contest.

7. **WINNER RELEASES:** By participating in the Contest, participants release Sponsors from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and Promotion Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

8. **GENERAL CONDITIONS:** This Contest is governed by the laws of the United States and of the State of Hawaii without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize and may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prize(s) will not be awarded. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state, and local laws & regulations apply. Any personal information provided in connection with participation in the Contest will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize.

9. **CONDUCT:** By participating in this Contest, participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **CONCERT TRAVEL DISCLAIMER:** If a prize trip is awarded, prize includes round-trip, coach class air transportation for winner from a major commercial airport near winner's home to the destination and a double occupancy standard hotel room as specified in the official contest rules. Actual value of the trip will depend on point of departure and any airfare fluctuations. Any difference between stated value and actual value will not be awarded. Selection of airline and hotel are solely within Company's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified are the sole responsibility of winner and travel guest. All travel must be taken on dates specified or prize will be forfeited and may be awarded to an alternate winner; no alternative travel dates are available. Exact travel dates and arrangements subject to availability. Winner and travel guest(s) must travel on same itinerary. If winner is eligible, but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. Airline tickets are non-refundable/nontransferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. The difference in value will not be awarded to the prize winner. Contest Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Additional prize award details and travel information to be provided to the prize winner at the time of notification. Prize winner and guest(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Company has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. If the prize winner(s) is unavailable for travel on the designated dates, the Prize winner(s) will forfeit his/her rights to prize, no cash substitution shall be offered, and the Company shall have no further responsibility for that portion of the prize. Certain travel restrictions and blackout dates may apply. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned in the Official Rules are the sole responsibility of the prizewinner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Company shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. If concerts or other ticketed events have been awarded as part of this prize package and the concert or event is postponed, rained out, canceled, or for other reasons beyond Contest Entities' control does not occur, the Company will not be responsible for replacing that portion of the prize. Company is not responsible for late, lost, damaged or stolen luggage. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by sponsor. The Company is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Company is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE COMPANY AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

11. **SPONSOR:** Pacific Media Group and Pacific Radio Group, Lawman Promotions.

- The Contest Entities are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any 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,

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 Contest Entities' sole control. All taxes, related fees, other costs and expenses related to prize acceptance and use not specified in the specific contest rules as being provided are the sole responsibility of prizewinner. The Company does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose.

- 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. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The 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.