

K-EARTH 101 You and Who 2021 Contest Official Rules

These contest rules are specific to the above contest conducted by Audacy California, LLC d/b/a KRTH (the “**Station**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this contest as well. A copy of the rules for all contests are published on the Station’s website at <https://www.audacy.com/kearth101/contest-rules>. **As a preventative measure in light of the COVID-19 (Coronavirus) pandemic, copies of the specific contest rules and the Station’s general contest rules will not be available at the Station’s studio. To the extent the general contest rules differ from these rules, these rules will govern and control with respect to this contest.**

How to Enter

1. No purchase or payment of any kind is necessary to enter the KRTH You and Who Contest (the “**Contest**”).
2. Must be eighteen (18) years of age or older and a legal resident of Los Angeles County, CA or Orange County, CA at time of entry submission to enter or to win any prize in this Contest (each, an “**Entrant**,” collectively, the “**Entrants**”).
3. To enter, from July 6, 2021 at 12:00am (PT) through 11:59am (PT) on September 9, 2021, go to <https://www.audacy.com/kearth101>, click on the You and Who 2021 Contest link and complete the on-line entry form with:
 - a. Entrant’s full legal name, age, address, daytime telephone number, and email address.
 - b. A short essay in 200 words or less describing the person who the Entrant wants to also win the Grand Prize (*as described in Section 11 below*) (the Entrant’s “**Who**”). If the essay is over 200 words, only the first 200 words will be read (longer essays will not be disqualified). Essay need not be truthful. Essays will not be judged, but are required to complete an entry.
 - c. Failure to submit all of the above items in one submission/entry may result in immediate disqualification of such entry.
4. **By entering this Contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes on-air and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. Entrants waive any right to make any claim against Station or any Contest sponsors with respect to any disparaging comments made on-air regarding such Entrant’s entry.**
5. Essays submitted in this Contest must be original works created by the person submitting such essay. In the event it comes to Station’s attention before or after Winner selection in this Contest that any such essay includes any plagiarized material, such Entrant and Designee (*as described below in Section 10 below*) shall be disqualified and any and all prizes will be forfeited.
6. **IT IS THE ENTRANT’S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF ANY OTHER PERSONS INVOLVED, INCLUDING ENTRANT’S WHO, TO ALLOW STATION TO READ AND/OR POST THE ENTRANT’S ESSAY WITH RESPECT TO THE WHO’S NAME AND PERSONAL INFORMATION WHICH IS MENTIONED IN THE ESSAY. BY ENTERING THIS CONTEST, ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM MADE BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE ENTRANT.**
7. **WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION (OR ITS SPONSORS) IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT OR THE WHO.**

How to Win

8. On or about 12:00pm (PT) on September 9, 2021 one (1) entry will be selected in a random drawing of all eligible entries received to be the potential grand prize winner of the Contest, subject to verification of eligibility and compliance with these Contest rules (the “**Grand Prize Winner**”). The potential Grand Prize Winner will be contacted by telephone (at the phone number listed in the



potential Grand Prize Winner's entry form) shortly after the random drawing and will have two (2) hours to respond to such notification. Potential Grand Prize Winner will forfeit the Grand Prize if he or she fails to respond to the notification within two (2) hours. Station will only be required to contact potential Grand Prize Winner once.

9. In the event that the Grand Prize Winner is found to be ineligible or does not respond to the notification within two (2) hours, he/she shall be disqualified. Station is NOT obligated to select a replacement Grand Prize Winner (but reserves the right to do so in its sole discretion, time permitting). If the Station selects an alternate Grand Prize Winner, it will be in a random drawing of all remaining entries received.
10. At the time of execution of the affidavit of eligibility and/or liability/publicity release, the potential Grand Prize Winner must identify and provide the valid contact information of one (1) friend or family member designee who will be awarded the second Grand Prize (*as described in Section 11 below*) (the "**Designee**"). The Grand Prize Winner's Designee must be a legal U.S. resident eighteen (18) years of age or older and reside in either Los Angeles County, CA or Orange County, CA. The Grand Prize Winner's Designee will be contacted by the Station after the Grand Prize Winner notifies the Station of their selection.

Prize(s)

11. The one (1) verified Grand Prize Winner and their one (1) Designee in this Contest will each receive one (1) corporate check in the amount of \$25,000.00 issued in the name of the Grand Prize Winner and Designee, respectively (the "**Grand Prize**"). Grand Prize Winner and Designee must each present all required documentation, and sign all required releases and tax forms. Prize checks will be mailed to the Grand Prize Winner and Designee between approximately eight (8) and ten (10) weeks after the Station receives all required paperwork back from the Grand Prize Winner and Designee.

Sponsor(s)

12. The sponsors of this Contest are Audacy California, LLC d/b/a KRTH and Owing Corporation.

Other Rules Specific to This Contest

13. Station is conducting this Contest using proprietary software owned by a third party known as Second Street Inc. ("Second Street"). Second Street is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to Second Street's Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the "Second Street Policies") and may be required to register with Second Street. While agreement to the Second Street Policies is required in order to enter this Contest, the Second Street Policies are not a part of these Contest rules but are a separate agreement between the entrant and Second Street. With respect to the conduct of this Contest by Station, in the event of any conflict between the Second Street Policies and the Station Contest rules, the Station's Contest rules govern.
14. Station is not responsible for any error or technical malfunctions associated with the Second Street site that may affect any entrant's ability to enter, to win, or to be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the Second Street site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this Contest, terminate this Contest without a winner, terminate this Contest and select a winner early, provide alternative means of entry or any other changes to these Contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station's website, if applicable.
15. Employees of Second Street and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.

