

**CONTEST RULES**  
**Official Precious 95.7fm Contest Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

Contest and Sweepstakes are sponsored by SheMogul Media, LLC, with a primary business address of 1615 V St. Bakersfield, California 93301 (“**We**,” “**us**” or “**Sponsor**.”)

Please read these official rules carefully as they are a legally binding agreement between any person who enters the sweepstakes (“you” or “entrant”) and us, which affects some of your legal rights, including your right to sue us. If you do not agree to the Rules without change, please don’t enter the contests or sweepstakes.

Also, by entering, you agree that they have read these Rules and agree to abide by and to be bound by the Rules’ terms and conditions, and the decisions of Sponsor, which shall be final and binding in all respects.

**SWEEPSTAKES PERIOD**

Contests and Sweepstakes begin and end with specified day and date (the “**Sweepstakes Period**”). The sole determinant of time will be our clock.

**ELIGIBILITY**

- The Sweepstakes is open to legal residents of California who are at least 21 years old as of the date of entry.
- The following individuals are not eligible to enter the Sweepstakes: employees, officers, directors and agents of Sponsor, KVPM Precious 95.7 FM (the “**Station**”), their corporate affiliates, our and the Station’s advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (together, the “**Promotion Entities**”), the members of their immediate families and those living in the same household of each (whether related or not), as well as employees, officers, and owners and agents of other radio stations in KERN COUNTY METROPOLITAN AREA

**These Sweepstakes are void where prohibited by law. Please do not enter if it would be illegal for you to do so.**

**HOW TO ENTER**

- **Call-In.** Listen to the Station! We’ll announce a cue to call in each weekday during the Sweepstakes Period. When you hear the cue to call, whether live or recorded, call the Station at (661) 374-8118. The caller will be a potential winner and we’ll decide whether the potential winner is a winner as more completely discussed below. Also, you’ll be asked to provide some information about yourself, including your full name, complete mailing address (no P.O. Boxes, please), phone number and date of birth in order to win—this won’t be broadcast, of course.

- **Online.** Visit our website <https://radioprecious957.com/> and follow the online instructions to complete the entry form. The form may request, among other things, your first and last name and email address. Submit your entry and that's it!
- **Social Media.** Sign into your account (or sign up for an account) on [Facebook/Instagram/Twitter/YouTube/TikTok].
  - Find our page @radioprecious957 Like/Follow us and then click the link on our page to the entry form and follow the online instructions to complete the entry form. Submit your entry and that's it!
  - Post/Tweet to the platform with unique #tag and that will be your entry—nothing more to do!
- **Limits on Entry.** Limit one entry per person for the entire contest or Sweepstakes Period, regardless of how you enter. Please do not attempt to enter multiple times using different media, telephone numbers, social media handles, email addresses or other personal information—we will invalidate all of your entries if you do so.
- **Invalid Entries.** If phone calls are disconnected, we will consider the entry invalid. Entries that contain false or incomplete information (including information you provide verbally) are void, as are multiple entries. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Rules are void. We must receive a complete entry to enter you into the Sweepstakes as determined by our computers or those of our Sweepstakes administrator. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry.

### **PERSONAL DATA**

As indicated above, we may collect certain information about you as a result of your participation in the Sweepstakes that would be considered personal data under applicable laws. We will use your personal data we collect from you in these Sweepstakes in accordance with our Privacy policy on the stations website. We will also use it to (a) administer the Sweepstakes, including locating and contacting potential and actual winners; and (b) as required by certain laws regarding same, which may include disclosing your first initial, last name and state or province of residence in a publicly available winners list. **By entering the Sweepstakes, you consent to our use of your personal information as described in these Rules.**

### **WINNER SELECTION**

- **Call-In.** As indicated above, the identified winning caller to reach the number above will be the potential winner.
- **Online; Social Media;** Within a pre-determined number of days after the end of the Contest/Sweepstakes Period, we will randomly select one potential prize winner for each prize listed below from the total number of eligible entries we receive. If more than one prize is listed below, the first random selection will be for the first prize listed, the second for the

second, and so on. We will contact the potential winner(s) via one of the communication method from which they provided their entries or via the social media account handle used to enter the Contest/Sweepstakes within a reasonable time after we select potential winner(s).

- The potential winner(s) may be required to complete additional documentation, such as an affidavit of eligibility or other declaration (“**Additional Documentation**”).
- We will disqualify potential winner(s) if we are disconnected over the phone, cannot reach the individual(s) by the email addresses they have provided, or if they do not complete the required Additional Documentation, if they are otherwise not in compliance with these Rules, or if the potential winner declines to accept a prize. Disqualified potential winners’ prizes will be forfeited and we may either select another potential winner by the same process described in the preceding paragraph or choose not to award that prize.
- Remember—no one is a winner unless and until we officially confirm that person as a winner in accordance with and as described in these Rules.

## **PRIZE**

### **[FOR ONE PRIZE]**

Prizes TBD

Approximate Value TBD

### **[FOR MULTIPLE PRIZES]**

The grand prize TBD

The second-place prize TBD

The approximate retail value of all prizes TBD

**Your odds of winning a prize depend on the number of eligible entries we receive.**

## **PRIZE DELIVERY AND ADDITIONAL PRIZE CONDITIONS.**

### **Prize Delivery**

- Certain prizes or prize components may be delivered to the winner by email to the email address provided (e.g., digital gift cards, digital tickets). Physical prizes will be provided as indicated below
- The winner must indicate to us if the winner plans to pick up physical prizes or prize components. The winner is free to come to the Station located at *1615 V St, Bakersfield, CA 93301* during regular business hours to pick up any physical prizes or prize components.

- If the latter, we will ship the prize(s) or prize components to the winner within 4-6 weeks after the end of the Sweepstakes Period to the physical address the winner provides to us when we notify the winner as indicated above. We will pay all postage/delivery costs, except for any tax liability as discussed below. **We are not responsible and will not attempt to redeliver such physical prizes or prize components if our mailing is returned as undeliverable nor for any damage to or loss of the prize (or its components) occurring after they are delivered to the winner.** If the prize is returned as undeliverable or we are otherwise not able to deliver it to the address the winner provides, whether electronic or physical, the winner will forfeit the prize and we will select an alternate potential winner by the method set forth above.

### **Additional Prize Conditions.**

- Specific reservations are subject to availability at the applicable hotel, restaurant, airline or comparable entity. The actual retail value of the prize will depend upon the dates of travel or hotel stays. The winner will not be entitled to any difference in between the actual retail value of the prize and the estimated retail value set forth above.
- The winner's guest may also be required to complete Additional Documentation. The winner's guest must be 21 years or older, unless the winner is the guest's legal guardian and is legally authorized to complete required Additional Documentation on the guest's behalf.
- Winners and guests must travel on the same itinerary.
- Redemption of gift cards or vouchers offered by third-parties (*i.e.* companies who are not us), including, for example, Visa® gift cards or airline vouchers will be subject to any additional terms and conditions set forth on those cards or provided electronically by the applicable merchant(s) in connection with the cards or vouchers.
- All expenses and costs not expressly listed as part of the prize are, as between us and the winner, the winner's sole responsibility, which may include airfare, taxes, tips, entertainment, transfers, and transportation between winner's home and the nearest airport.
- Winner(s) is/are responsible for all federal, state, local and income taxes associated with winning a prize. Where applicable, we will issue a U.S. IRS 1099 Tax Form to the winner for the fair market value of prize won.
- The prize is not assignable, nor transferable and cannot be redeemed for cash or other items of value except in our sole discretion unless indicated otherwise on the face of the prize itself or required by law. We will not replace any prize, including, if applicable, tickets, gift cards, or vouchers if they are lost or stolen.
- The prize is awarded "as is;" we make no warranty or guarantee, express or implied, about the prize or a winner's experience. Each winner acknowledges that we and the Sweepstakes Parties (as defined below) do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law,

relative to the quality, conditions, fitness or merchantability of any prize or aspect of a prize being offered, **except that any merchandise** prize shall be subject to its manufacturer's standard warranty (if any).

- **We are not responsible or liable for events outside of our control that prevent the winner or guest (or both) from traveling or otherwise redeeming the prize.** This includes the illness of either of them, the policies of third-party transportation providers or other suppliers who are not ours, and all applicable governmental travel restrictions, advisories and recommendations, **including any relating to COVID-19** or other pandemics or emergencies. **We will not be required to compensate the winner or the winner's guest, or otherwise be liable to any of them, if one or both are not able to travel or redeem other prize components.**
- **For clarity, if a winner wins a prize that must be redeemed on a specific date or dates and is unavailable at such dates/times for any reason, the prize will be forfeited in its entirety, and we will have no liability to that winner or winner's guest under any legal theory.**

**Please read the following sections carefully as they affect your right to sue and recover certain damages.**

#### **RELEASE AND WAIVER OF CLAIMS.**

- By entering the Sweepstakes, **you agree to forever release and hold harmless** Sponsor, its affiliates, parent and subsidiary companies, prize providers, and its and their successors and assigns, and each such entity's respective our directors, officers, members, agents, contractors, employees and representatives (together, the "**Sweepstakes Parties**") from any and all liabilities, losses, actions, causes of action, suits, proceedings, damages, fines, penalties, costs, expenses (including attorneys' fees and court costs), claims and demands whatsoever in law or in equity (together, "**Claims**") arising out of or resulting from participation or non-participation in the Sweepstakes, or the awarding (or failure to award), acceptance, use or misuse of the prize, including any Claims arising out your violation of these Rules, and including any such Claims for bodily injury, death or property damage, **whether such Claims or known or unknown to you at the time you enter the Sweepstakes and whether foreseeable or unforeseeable. You agree to forever waive any and all Claims against the Sweepstakes Parties** and acknowledge and agree that the foregoing waiver and release shall be binding on your heirs, estate, successors and assigns, **including Claims or portions of Claims that may arise out of the Sweepstakes Parties' ordinary negligence.**
- You acknowledge and agree that your release and waiver extends to the following, the protections of which you explicitly waive:
  - **California Civil Code Section 1542:** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

## LIMITATION OF LIABILITY.

Without limiting the foregoing, you explicitly waive any right to obtain or recover from the Sweepstakes Parties obtain any punitive, indirect, incidental, consequential, statutory, exemplary or any other damages, other than for actual direct damages, which may include out-of-pocket expenses. **Some jurisdictions do not allow the limitation, or exclusion, of liability for incidental or consequential damages, so the above may not apply to you.**

## GENERAL

- As indicated above, all decisions by the Sponsor regarding these Rules, entries, entrants, winners, and the awarding of prizes are final and may not be appealed.
- If any provision of this Sweepstakes is determined to violate any federal, state, local or agency law, regulation or ordinance, the Rules, contests or the Sweepstakes (or all three) will be amended to conform to such law and all other provisions shall remain in full force and effect.
- If Sponsor is required by applicable federal, state, local or agency law, regulation, or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to immediately terminate the Sweepstakes in such jurisdiction(s) in its entirety, without penalty and without obligation to any entrants. Sponsor's failure or decision not to enforce any term of these Rules will not constitute a waiver of that or any other provision.
- In the event of any conflict with any terms contained in these Rules and terms or details contained in other survey-related materials, including any advertising materials, these Rules will prevail. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules will otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's employees are not authorized to waive, modify, or amend any provision or provisions of these Rules in any manner whatsoever. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS DRAWING IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## GOVERNING LAW

Any and all Claims arising out of or connected with this Sweepstakes, these Rules or the prizes awarded, including as to the validity, interpretation and enforceability of these Rules will be resolved individually, without resort to any form of class action, and will be governed by, and construed in accordance with, the laws of the State of California without regard to conflicts of law principles. All entrants consent to the exclusive jurisdiction of the courts of the State of California (or federal courts sitting in California) for the adjudication of any Claims arising out of these Rules or the Sweepstakes. Venue will be in the courts of competent jurisdiction located in Los Angeles, CA.

## OFFICIAL RULES REQUEST

To request a copy of these Rules, please visit <https://radioprecious957.com/> or send an email to [Info@shemogulmedia.com](mailto:Info@shemogulmedia.com) with subject line: [name of Contest /sweepstakes] Sweepstakes Official Rules Request. All requests must be received by Date TBD to coincide with contest/sweepstakes timeframe.

### **WINNER CONFIRMATION REQUEST.**

For a written list of the winner, (available after [DATE TBD]), send an email to [info@shemogulmedia.com](mailto:info@shemogulmedia.com) with subject line: [ name of contest/sweepstakes] Contest/Sweepstakes Winner Confirmation Request. All requests must be received by TBD to coincide with contest/sweepstakes timeframe.

### **QUESTIONS?**

If you have any questions about this Sweepstakes, please contact us at [info@shemogulmedia.com](mailto:info@shemogulmedia.com) 1615 v street bakersfield ca 661.374.8118