

**ALPHA MEDIA'S CONTEST-SPECIFIC RULES FOR THE  
One + One = U2 Flyaway Official Contest Rules**

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

**These contest-specific rules should be read in conjunction with Alpha Media's General Contest Rules, which are applicable to all contests conducted by Alpha Media Holdings LLC and/or its subsidiaries (including licensee subsidiaries).**

Sponsor(s): KINK\_FM (101.9 KINK), 1211, SW 5<sup>th</sup> Ave., Suite 600, Portland, OR – 97204 (collectively, "Sponsor").

1. Promotional Period: The One + One = U2 Flyaway contest (the "Promotion") begins on or around September 3, 2019, at 6:00AM PDT and ends at 11:59PM PDT on or about October 31, 2019 (the "Promotional Period").

2. Entry Deadline: The deadline to submit entries is October 31, 2019 at 11:59PM PDT.

3. Eligibility Restrictions: The Promotion is open to all legal residents of Oregon and the SW Washington Metropolitan Area who are 18 years of age or older at the time of entry and who live in Southwest Washington and Oregon. Employees of KINK-FM (the "Stations"), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcast stations in the Station's listening area, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited.

Listeners are eligible to win an Alpha Media contest valued at \$600.00 or more only once every six months.

One (1) winner and one (1) guest will be required to sign participant release form. Winner and guest must have valid United States government issued ID at the time of which they win the prize suitable for international travel. Winner and guest will be required to show proof of valid United States government issued ID valid for international travel at the time of which they claim the prize at the Alpha Media Portland business office located at 1211 SW 5<sup>th</sup> Ave, Suite 600, Portland, OR – 97204.

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 entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

Payment of all federal, state and local taxes is the sole responsibility of the winner and winners may receive an IRS Form 1099 or equivalent from Station.

Winner and guest must have valid United States government issued ID at the time of which they enter the contest suitable for international travel. Winner and guest will be required to show proof of valid United

States government issued ID at the time of which they claim the prize at the Alpha Media Portland business office located at 1211 SW 5<sup>th</sup> Ave, Suite 600, Portland, OR – 97204.

By participating in the Contest, the winner or winners (or, in the case of a minor, their parent/legal guardian) agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, and to sign a publicity release, affidavit of eligibility and release of liability prior to acceptance of the prize. If a prize winner is a minor, prize may be awarded to the minor's parent or legal guardian and that winner's travel companion must be his/her parent or legal guardian, unless a member of winner's immediate family, travel companion must be 18 years of age or older. Travel companion must travel with winner and must also sign and return a travel release, which must be returned with winner's affidavit of eligibility. By accepting the prize, each winner grants to Sponsors the right to use the winner's name, voice, picture and/or likeness for purposes of advertising and publicity in any and all media now known or hereafter invented, without further permission or additional compensation (except where prohibited by law). All expenses on receipt and use of prize are the sole responsibility of winner. Winner and travel companion, if any, by acceptance of their prizes, agree to release **Station, Alpha Media** and their advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any Contest or prize-related activity.

Sponsors reserve the right to make changes in the rules of the contest which will become effective upon announcement. Sponsors are not responsible for errors in the rules, their announcements, or the offering or the administration of the Contest.

No Prize Transfers. Sponsors may substitute prizes for prizes of like value, in the Sponsors' sole discretion. Prizes may not be substituted or redeemed for cash. Offer subject to federal, state and local regulations and laws and is void where taxed, restricted or prohibited. By entering, participants agree to these rules and the decisions of the Sponsors/judges.

4. Entry Method: To participate in the Promotion, you may enter via the following method(s).

Entrants must listen to 101.9 KINK between the promotional window for U2's "One" song to play twice in a row (consecutively) on-air and after its entirety, be caller 101 when they call the request line at 503-733-KINK (503-733-5465). Only once the second song has completed will the phone lines be valid for entry.

At the time of their call entrants must provide all requested information, including their first and last name, complete postal address (street, city, state, and zip code), email address, telephone number, and date of birth. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. The contest/sweepstakes administrator's telephone system is the official time keeping device for the Promotion.

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5. Prizes: One (1) Grand Prize will be awarded to one (1) winner and the guest of their choosing as long as they fit the above requirements. The Grand Prize will include; includes roundtrip coach airfare for 2 people to/from the major commercial airport nearest to the residence of the winner who has qualified (excluding transport between such airport and winner's place of residence), hotel accommodation for one room at a hotel of Alpha Media's sole discretion for approximately four (4) nights, and two (2) tickets to the U2 concert in Sydney, Australia on November 23, 2019. If the winner/guest is a minor in his or her state, country or province of residence, the persons parent or legal guardian must be present at all times. Minor's parent/legal guardian must travel together on the same itinerary and will share hotel accommodations. No ground transportation or spending money will be added to this prize. All ground transportation, meals, hotel taxes, port fees and incidentals are the responsibility of the winner. The approximate retail value of the Grand Prize is: \$4,000 USD. Under no circumstance will this prize be transferable. A cash buyout can be provided in exchange for the trip for a maximum of \$4,000 USD.

Alpha Media and its directors, officers, employees, agents and representatives shall not be responsible for any cancellations, delays, substitutions or any act or omission by the purveyors of the Prize. Alpha Media and its directors, officers, employees, agents and representatives shall not be responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever by air carriers, hotels, transportation companies, or other persons providing services or accommodations, and shall not be responsible for any results thereof, including changes in services or accommodations necessitated by the acts or omissions of third parties. Alpha Media strongly recommended that winner and guest obtain their own travel insurance.

Winner and guest must have valid United States government issued ID at the time of which they win the prize suitable for international travel. Winner and guest will be required to show proof of valid United States government issued ID at the time of which they claim the prize at the Alpha Media Portland business office located at 1211 SW 5<sup>th</sup> Ave, Suite 600, Portland, OR – 97204.

6. Odds of Winning:

Odds of winning depend upon the number of entries received. Alpha Media and its affiliates reserve the right to stop or extend the Contest at any time which may affect the odds of winning.

7. Winner Selection and Notification:

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

Potential winner will be selected by being deemed the 101th caller after U2's "One" has played twice in a row consecutively and in its entirety during the Sweepstakes Entry Period between September 2, 2019-October 31, 2019. Prize verification will be conducted at the offices of Alpha Media, 1211 SW 5<sup>th</sup> Ave., Suite 600, Portland, OR – 97204 (the "Administrator") whose decisions are final and binding. The contact information provided by the entrant will be used to notify winner. Potential winner will be notified by email, mail and/or phone (must be able to receive calls from an unlisted/blocked number) and will be required to complete and return an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release ("Affidavit/Release") as well as any other documents ("Prize Notification Documents")

within three (3) days of date specified on the notification, or he/she may be disqualified. The Sponsor reserves the right to investigate winner to determine if s/he has been truthful, and to disqualify him or her if the Official Rules requirements were not met. A background check may be conducted on the Grand Prize winner. If an Affidavit/Release, and/or prize notification is returned as undeliverable or if prize is forfeited, or if required documents are not returned within such time period, or if winner cannot accept or receive prize for any reason, or if he/she is not in compliance with these Official Rules, the prize may be awarded to an alternate winner from all eligible non-winning entries. Prize may be forfeited if a winner is not reachable at the address or phone number provided or a forwarding address is not made available or any non-compliance with the Official Rules. Except where prohibited by law, entry and acceptance of a prize constitute permission for Sponsor and their respective agents to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Furthermore, Sponsor and/or its respective agents may film, record and/or take photographs before/during/after the winner's trip and/or Concert, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor and/or their respective promotion partners/agents and their respective products and services and in any and all media worldwide (including but not limited to social media and all internet platforms). No additional compensation will be provided to winner or guest for any resulting footage.

**RELEASES:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and/or the Administrator, and release, defend and hold harmless Released Parties as well as the employees, officers, directors and agents of each, from all claims and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with either directly or indirectly, 1) the awarding, receipt, ownership, use or misuse of prize awarded herein; or 2) participation in the Sweepstakes or prize related activities, including but not limited to traveling to or from any prize related activity, if entrant is confirmed the winner. Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of prize or for any suspension of the Sweepstakes or inability to implement the Sweepstakes or award the prize as contemplated herein due to any event beyond its control, including interruptions due to acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any national, federal, state, or local government law, order, or regulation, order of any court or regulator. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use or redemption of prize.

8. Conditions:

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the station conducting the Promotion (in combination with any prizes won in Promotions run by any other Alpha radio station) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the Alpha or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, Alpha may, where legal, require a

winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release. In the case of a conflict in this paragraph 3 b and any similar paragraph in contest specific rules the general specific rules will govern.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

i. agree to grant Alpha a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. acknowledge that Alpha reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are at least as old as the age of majority in your state; you have the full legal right, power and authority to grant to Alpha the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, Alpha in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the station conducting the Promotion, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. Alpha may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.

f. The station conducting the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the

operation of the Promotion, or the operation of the station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The station conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Alpha reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the station conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Alpha's control.

9. Official Rules and Winner List: To obtain a copy of the General Contest Rules, these contest-specific rules, or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "General Contest Rules," "Contest-Specific Rules," or "Winner List" to One + One = U2 Flyaway Winner List or Official Rules Request, KINK-FM, 1211 SW 5<sup>th</sup> Ave., Portland, OR – 97204. A copy of the General Contest Rules, contest-specific rules, and a list of winner(s) (when complete) are also available during regular business hours at the main studio of KINK-FM, 1211 SW 5<sup>th</sup> Ave., Portland, OR - 97204. All such requests must be received within thirty (30) days following completion of the Promotion.

10. Terms of Use Agreement & Privacy Policy: The Terms of Use Agreement of the station conducting the Promotion is located here: [www.kink.fm](http://www.kink.fm). The Privacy Policy of the station conducting the Promotion is located here: [www.kink.fm](http://www.kink.fm).