

2019 KMLE-FM FULTON HOMES FENCE PATROL Official Contest Rules

These Contest rules are specific to the above Contest conducted by Entercom Arizona, LLC d/b/a KMLE (the “**Station**”). Except to the extent specifically set forth below with respect to this specific Contest, the KMLE general contest rules apply to this Contest as well. Copies of these specific Contest rules and the Station’s general contest rules are available at the Station’s studio at 840 N. Central Ave., Phoenix, AZ 85004, during regular business hours and on the Station’s website at <https://kml1079.radio.com/rules>. **To the extent that the KMLE general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

How to Enter

1. No purchase is necessary to enter or win the “KMLE-FM Fulton Homes Fence Patrol” Contest (the “Contest”).
2. As of the date of entry in this Contest, eligible entrants AND nominees must BOTH be eighteen (18) years of age or older and legal residents of the state of Arizona. In addition, on the date of selection of a winner, the winner (whether the entrant or nominee as the case may be) and/or /her legal spouse on the date of winning must be the legal record owner of a stand-alone or multi-family home that is located within Maricopa County, Arizona (as reasonably determined by Station and within the usual service area of the installer) (“**Eligible Home**”). **Station reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and tax records). Failure to provide any requested documents by the deadline requested by the Station will result in automatic disqualification and no prize will be awarded in this Contest.** In the event that the Eligible Home is not owned by the winning entrant or nominee or his/her spouse, the winner will be disqualified.
3. As part of the entry process, Entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (*i.e., email clubs, text clubs, and rewards programs*), the Station; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
4. To enter from approximately 12:00am (MT) on Monday, April 8, 2019 through 11:59pm (MT) on Monday, July 23, 2019, visit www.kml1079.com and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period with the following:
 - a. Entrant’s contact information including entrant’s full name, zip code, phone number (including area code), phone number, age, and e-mail address.
 - b. If you are nominating someone else, in addition to the entrant information above, the name and daytime telephone number (including area code) of the person you are nominating in this Contest (nominees must be an individual person, not an organization or business and must comply with the eligibility and home ownership requirements described in Section 2 above); and
 - c. A short essay in 500 words or less describing why they or someone they know needs a new pool fence. Entrants must nominate only one other person (entries that nominate more than one person or a group or organization will be disqualified). If the essay is over 500 words, only the first 500 words will be read (longer essays will not be disqualified). Essay need not be truthful.
5. Failure to submit all of the above items in one submission/entry may result in immediate disqualification of such entry.

6. By submitting an essay to a Station, each entrant authorizes the Station to post such essay and/or entrant's and nominee's name to the Station's websites, social media sites and pages, and/or to read it on-air. Station reserves the right to edit an essay in their sole discretion.
7. **IT IS THE ENTRANT'S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF ANY NOMINEE AND ANY OTHER PERSONS INVOLVED TO ALLOW STATIONS TO READ AND/OR POST THE ENTRANT'S ESSAY WITH RESPECT TO THE NOMINEE'S OR OTHER PERSONS' NAMES 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.**
8. **IT IS THE SOLE RESPONSIBILITY OF ALL ENTRANTS/NOMINATORS TO CHECK IN ADVANCE WITH THE NOMINEE TO DETERMINE WHETHER OR NOT THE NOMINEE INTENDS TO ACCEPT THE PRIZE IN THE EVENT THAT THE NOMINEE IS SELECTED AS A WINNER.**
9. **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 ANY NOMINEE.**

How to Win

10. At approximately 12:00pm (MT) on each of the dates listed in Section 11 below (each such date, a "**Winner Selection Date**"), five (5) entries will be randomly selected from among all entries received through such Winner Selection Date, subject to verification of eligibility and compliance with the Contest rules (each a "**Qualifier**"). Immediately following the selection and verification of such Qualifiers, a panel of Station-selected judges (the "**Judges**") will select one (1) Qualifier's entry, based upon any lawful criteria the Judges deem desirable, including without limitation, the Judge's subjective opinion of the essay submitted with each such entry, to become the one (1) winning entry for such Winner Selection Date and for the entrant or nominee associated with such entry to receive one (1) prize in this Contest (*as described in Section 15 below*), subject to verification of eligibility and compliance with the Contest rules (each such winning entrant or nominee, as the case may be, a "**Winner**")
 - a. There will be up to, but in no event more than, five (5) Qualifiers per Winner Selection Date.
 - b. There will be up to, but in no event more than, one (1) Winner per Winner Selection Date.
 - c. Once a Qualifier is selected as a Winner, they will be ineligible for subsequent drawings.
11. The Winner Selection Dates are as follows:
 - 4/08/19: One (1) Winner selected for one (1) pool fence installation on 4/30/19
 - 4/15/19: One (1) Winner selected for one (1) pool fence installation on 5/07/19
 - 4/22/19: One (1) Winner selected for one (1) pool fence installation on 5/14/19
 - 4/29/19: One (1) Winner selected for one (1) pool fence installation on 5/21/19
 - 5/13/19: One (1) Winner selected for one (1) pool fence installation on 6/04/19
 - 5/21/19: One (1) Winner selected for one (1) pool fence installation on 6/11/19
 - 5/28/19: One (1) Winner selected for one (1) pool fence installation on 6/18/19
 - 6/04/19: One (1) Winner selected for one (1) pool fence installation on 6/25/19
 - 6/11/19: One (1) Winner selected for one (1) pool fence installation on 7/09/19
 - 6/18/19: One (1) Winner selected for one (1) pool fence installation on 7/16/19
 - 6/25/19: One (1) Winner selected for one (1) pool fence installation on 7/23/19
 - 7/02/19: One (1) Winner selected for one (1) pool fence installation on 7/30/19

- 7/09/19: One (1) Winner selected for one (1) pool fence installation on 8/06/19
 - 7/16/19: One (1) Winner selected for one (1) pool fence installation on 8/13/19
 - 7/23/19: One (1) Winner selected for one (1) pool fence installation on 8/20/19
12. Winners will be contacted via telephone at the telephone number provided to Station in his or her entry. Station will only be required to leave one message at the number provided. Prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. At the time of notification, the Winner will be given the information regarding how to receive the pool fence installation by Ironman Pool Fence.
13. **IN THE EVENT THAT AN ENTRANT NOMINATED SOMEONE ELSE IN THEIR ENTRY (AS DESCRIBED IN SECTION 4 ABOVE):**
- a. **PRIZE WILL BE AWARDED TO THE SELECTED NOMINEE WHO WILL BE THE ONLY PERSON ACKNOWLEDGED AS A WINNER IN THIS CONTEST. THE NOMINEE WILL BE REQUIRED TO COMPLETE THE NECESSARY FORMS REQUIRED BY STATION (INCLUDING, WITHOUT LIMITATION, ACKNOWLEDGEMENT OF RESPONSIBILITY FOR TAXES, PROOF OF AGE AND RESIDENCY) PRIOR TO RECEIVING THE PRIZE. WINNER MUST RETURN ALL DOCUMENTS SENT TO THEM AND REQUIRED TO BE SIGNED BY THE STATION WITHIN 30 DAYS OF RECEIPT. PRIZE CHECK MUST BE PICKED UP BY THE WINNER AT THE STATION'S STUDIOS DURING REGULAR BUSINESS HOURS WITHIN 30 DAYS OF NOTIFICATION THAT THE CHECK IS READY. CHECK WILL BE READY APPROXIMATELY 14 BUSINESS DAYS AFTER STATION RECEIVES ALL OF THE REQUIRED PAPERWORK BACK IN A TIMELY FASHION. IN THE EVENT OF A FAILURE BY A NOMINEE TO ACCEPT THE PRIZE, TO COLLECT THE PRIZE OR COMPLETE THE FORMS BY THE DEADLINE REQUIRED BY STATION, THE PRIZE WILL NOT BE AWARDED, UNLESS OTHERWISE DECIDED BY STATION IN ITS SOLE DISCRETION ON A CASE-BY-CASE BASIS.**
 - b. **STATION HAS NO OBLIGATION TO NOTIFY A NOMINATOR THAT THEIR NOMINEE WAS SELECTED AS A WINNER. STATION HAS THE ABSOLUTE AND IRREVOCABLE RIGHT TO NOTIFY THE NOMINEE OF THE NAME OF THE NOMINATOR(S) WHO NOMINATED HIM/HER.**
 - c. **ENTRANTS WHO NOMINATE SOMEONE ELSE IN THIS CONTEST ARE NOT ENTITLED TO ANY AWARD OR PRIZE IN THIS CONTEST, EVEN IF THEIR SUBMISSION WAS SELECTED AS THE WINNER AND/OR THEIR NOMINEE REJECTS THE PRIZE, DOES NOT COMPLETE THE REQUIRED PAPERWORK ON TIME OR CANNOT BE LOCATED.**
14. Odds of an entrant becoming a Qualifier in this Contest depends upon the number of entries received as of a Winner Selection Date. Odds of a Qualifier on any Winner Selection Date becoming a Winner shall be up to, but shall not exceed, 1:5.

Prize

15. Each of the up to fifteen (15) verified Winners in this Contest will receive one (1) voucher from A Safe Pool, valued at approximately \$1450.00, and valid for the following:
- a. Up to 50 feet of mesh pool fencing (50' maximum);
 - b. One (1) gate with latch and pin;
 - c. Consultation to be arranged by installers and Winner;
 - d. Installation (50' maximum) ONLY on the one (1) date set forth in Section 11 above corresponding to the date on which such Winner was selected and verified. **If Winner cannot accommodate the proposed installation date listed in Section 11, and the Winner and Sponsor cannot mutually agree upon a new installation date, the prize will be forfeited.**

16. The Winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). Prize will be subject to the terms and conditions as set forth by A Safe Pool. **Winners must own their home as of the date prior to the start of the Promotion.** Winners are solely responsible for securing all required permits and permissions/authorizations from any local Home Owner's Association or government. Winner may choose between black or beige for the fence color. A Safe Pool will install the pool fence on the dates listed above beginning at 6:00AM MT after being confirmed between A Safe Pool and the prize chosen. The Winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize(s) is awarded as is.
17. This prize (in its entirety) will be forfeited if the selected Winner or his/her legal spouse, on the date of selection, is not the record owner of an Eligible Home. Station reserves the right to require that the selected Winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and/or leases). Failure to provide any requested documents by the deadline requested by the Station will result in automatic disqualification.
18. The record owner of the property where the prize will be installed must have a standard homeowner's insurance policy on the home before any work will commence. Station may require proof of such policy.
19. Any unused portion will be forfeited, not be refunded as cash, and unused balances will expire on the dates set forth above. If the purchase of any product or service exceeds the amount of the prize above, then Winner shall be solely responsible for the difference in the cost at time of prize delivery or acceptance.
20. Like all work in a home, there is always the possibility of significant delays (due to delays in obtaining materials, supplies, third party contractors, etc.) before, during, or after the construction of work and/or increased costs or time due to unforeseen circumstances or conditions. Winner understands and accepts any such risk of delay or increased costs in excess of the line item caps above. Winner understands and agrees that Station, A Safe Pool, and its vendors are not responsible for any delays or increased costs.
21. WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED IN THEIR HOME AND AGREES TO COMPLETELY RELEASE STATIONS FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM THE DAMAGE OF ANY PROPERTY OR INJURY OF ANY PERSON IN CONNECTION WITH OR ARISING FROM THE USE OF THE PRIZE AND THE WORK TO BE PERFORMED IN CONNECTION WITH THE PRIZE, REGARDLESS OF THE CAUSE. THE FOREGOING SHALL NOT RELIEVE THE CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.
22. Neither Station, A Safe Pool, nor their vendors have made or are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to products or services provided as the Prize in this Contest, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to any of the products or services received.
23. Prize will be released to the Winner only. Winner may be required to provide a copy of a valid United States state or federal photo ID and valid social security number in order to receive a prize. Winner may be required, in Station's sole discretion, to sign one or more liability release agreements relieving the Station, its parents, subsidiaries, officers, directors, members, managers, employees, agents and Contest sponsors or other parties from any and all liability with respect to the entrant's participation in the Contest and the receipt and/or use of any prize. Any person who refuses to sign any required liability release agreement, provide a social security

number or complete and/or provide any other documents required by the Station by the deadline required by Station will forfeit any and all prizes.

24. Station reserves the right to substitute a prize of equal or greater value. No transfer or assignment of prize is allowed, except as may be determined by Station in its sole and absolute discretion on a case by case basis.
25. Winner is responsible for paying all applicable local, county, state and federal taxes on prize based on the estimated retail value of the prize, as set forth in the Contest rules, and will be issued an IRS 1099 form for all prizes won from Station where the aggregate value of all prizes is \$600 or more in any calendar year.

Sponsor(s)

26. This Contest is sponsored by Entercom Arizona, LLC d/b/a KMLE, Fulton Homes and A Safe Pool.