

## Official Contest Rules – KBDR/KNEX/KQUR – In October, we wear Pink!

- 1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. VOID WHERE PROHIBITED, SOME RESTRICTIONS APPLY. Open to Laredo residents only.**
- 2. SPONSORS:** MBM Texas Valley, LLC dba R Communications LLC, including station KBDR “La Ley 100.5, KNEX “Hot 106.1” and KQUR Digital 94.9” located at 107 Calle del Norte Rd Suite 212, Laredo, Texas 78041 (the “Station”). The administrator of the Contest is R Communications LLC. The Outlet Shoppes at Laredo is the promotional sponsor of this contest.
- 3. DATES OF THE CONTEST:** In October, we wear Pink” (The “Contest”) begins on October 12, 2020 and ends on October 30, 2020. Specific times and locations will be announced on-air.
- 4. ACCEPTANCE OF OFFICIAL RULES:** By entering, you agree to be bound by these official contest rules (these “Official Rules”). Written copies of these Official Rules are available by mail upon written request to 107 Calle del Norte Rd Suite 212, Laredo, Texas 78041, Attention: Promotions Director with a stamped, self-addressed return envelope.
- 5. HOW TO ENTER/PLAY:** To become a qualifier: Participants must post a picture on their own social media account or stations’ social media account using the hashtag #theoutletshoppeswearpink. Participants will be chosen randomly based on their creativity. Limit one entry per participant.
- 6. PRIZES:** There will be a total of nine (9) prize winners. Each prize consists of one (1) 25 gift card per winner. A list of prize winners is available by mail upon written request to 107 Calle del Norte Rd Suite 212, Laredo, Texas 78041, Attention: Promotions Director with a stamped, self-addressed return envelope.
- 7. HOW PRIZES ARE AWARDED:** Winners will be selected randomly from all entries received during the allotted time. The odds of winning will depend on the number of entries received. Participants must provide legal proof of eligibility (Eligibility requirements are set forth below).
- 8. ELIGIBILITY:** Participant must be at least eighteen (18) years of age with a valid ID or driver’s license. Open to Laredo residents only. Employees and the families of employees of the Station and their affiliates, subsidiaries, agents, distribution, advertising and promotion agencies, or any other companies engaged in the development, production or distribution of Contest materials are not eligible.
- 9. CONDITIONS OF PARTICIPATION:** By participating in the Contest, you agree to be bound by the decisions of the Station. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, illegal, disruptive, annoying, harassing or threatening behavior is prohibited. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Sponsors’ decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Station, the Station reserves the right to suspend and/or modify the Contest, or any part of it, or to make such other decisions regarding the outcome as the Station deems appropriate. All decisions will be made by the Station are final. Future contests or tie-breakers, if any, may be significantly more difficult than the initial contest. The method of determining prize-winners if a tie remains after completion of the last tie-breaker will be at the Station’s discretion. The Station may

waive any of these rules in their sole discretion. The Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All improprieties should be reported immediately to **R Communications** at **956-725-1000**. The Station reserves the right at their sole discretion, to disqualify any individual who violates these rules or applicable law, tampers with the entry process or the operation of the Contest, engages in any conduct detrimental to Sponsors, the Contest or any other entrant (in each case as determined in Stations sole discretion), or acts in violation of these Official Rules, to lock out any individual whose eligibility is in question, and to cancel, terminate, modify or suspend this Contest at any time. The Sponsors disclaim any responsibility to notify participants of any aspect related to the conduct of the Contest. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK FROM ANY SUCH PERSON DAMAGES AND ANY OTHER REMEDIES AVAILABLE TO THE SPONSORS TO THE FULLEST EXTENT PERMITTED BY LAW.**

**10. RELEASE:** Unless prohibited by law, acceptance of any prize offered constitutes permission to use the name, voice, and/or likeness (photo, videotape or film) and basic personal information of participants in any medium selected by the Station for purposes of advertising and promotion without further compensation to the participants. Unless prohibited by law, each participant hereby releases the Station, Metro and their respective parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in the Contest and any participation in any activity relating to the Contest. In order to participate in the Contest, Participants must sign an official affidavit of eligibility and release provided by the Station. Stations are not responsible for printing or distribution errors and may rescind or revoke this Contest based upon any such error without liability at their sole discretion. All federal, state, and local laws apply.

**11. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE STATION, METRO, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. DISCLAIMER OF WARRANTIES:** THE CONTEST AND THE PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**13. TAXES:** Any valuation of the prize(s) stated above is based on available information provided to the Sponsors, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which is not specifically provided for in the Official Rules. Each winner must provide valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other

prize, unless specifically permitted under these Official Rules. Any person winning over \$600 in prizes will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

**14. GOVERNING LAW AND JURISDICTION:** This promotion is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof shall take place in the State of Texas, in the City of Laredo, County of Webb.