

Sustain the Gains Contest Rules

These contest rules are specific to the above contest conducted by Entercom California, LLC d/b/a KUDL, KSEG, KKDO, KRXQ, and KIFM (collectively, 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 these specific contest rules and the Station’s general contest rules are available at the Station’s studio at 5345 Madison Avenue Sacramento, CA 95841 during regular business hours and on the Station’s website at www.theendonline.com/rules, www.eagle969.com/rules, www.radio947.net/rules, www.krxq.net/rules, www.espn1320.net/rules. **To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

THIS CONTEST IS BEING CONDUCTED BY MULTIPLE RADIO STATIONS, KUDL, KSEG, KKDO, KRXQ AND KIFM. SUBJECT TO THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE CONTEST RULES, LISTENERS OF ALL FIVE (5) RADIO STATIONS AND VISITORS TO ALL FIVE (5) STATION WEBSITES MAY ENTER AND WIN THIS CONTEST.

How to Enter and How to Win

1. No purchase or payment of any kind is required to enter or win “Sustain the Gains” 2017 Contest (the “Contest”).
2. Must be eighteen (18) years of age or older to enter (“**Entrant**”). Entrant or his/her legal spouse must (i) be the record owner of a stand-alone or multi-family home (co-ops and condos are excluded) that is located within the City of Roseville zip codes, 95678, 95747, or 95661; (ii) be a City of Roseville Environmental Utilities rate payer and water user that receives water service from the City of Roseville, current on their bill; and (iii) have a minimum of 300 square feet of front yard turf in order to be eligible to win the Prize in this Contest (*as described in Section 6 below*). If applicable, Entrant must have permission from the Homeowner’s Association to make front yard makeover changes if residence is in a Homeowner’s Association area.
3. To enter between 12:00am (PT) on June 12, 2017 and 11:59pm (PT) on August 31, 2017, go to www.SustaintheGains.org, click on the “Click to Enter” icon, and complete and submit a specific on-line entry for this Contest by providing your name, address, daytime and evening phone numbers (including area code), email address, age, and an essay describing in two hundred (200) words or less, “Why you deserve a Landscape Makeover”.
 - a. Essay should be two hundred (200) words or less. Entries with more than two hundred (200) words will not be disqualified, but only the first two hundred (200) words will be read and considered for the contest.
 - b. Essay need not be truthful. Station will not verify the truthfulness of the information submitted in each entry, only facts related to eligibility requirements); provided, however, that failure to satisfy (or suggestion that you fail to satisfy) the entry eligibility requirements or other contest rules applicable to this contest can result in disqualification of the entrant from being the Grand Prize Winner, in the Station’s sole discretion.
 - c. Essay must be original and must not contain any copyrighted, trademarked, plagiarized, or defamatory material.
4. **Entrant represents and warrants that their entry to this contest, including the essay included with any entry to this contest (as defined by the requirements in Section 3 above) must not contain or convey any content that the Station determines at its sole discretion, subjectively or otherwise, (i) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) to be racially, ethnically, or otherwise offensive or objectionable, (iii) to encourage unlawful behavior, (iv) to infringe upon the brand names, trade-marks, trade names, logos, or any other intellectual property that may belong to a third party, or (v) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. By entering**



this contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes 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 comments - disparaging or otherwise - made regarding such Entrant's entry.

5. On or about September 8, 2017, a panel of Station selected judges (“**Judges**”) will select one (1) entry from among all entries received, based on any lawful criteria that the Judges deems desirable, including, without limitation, the most creative reason why someone is deserving of a “Landscape Makeover”, originality, intelligence, knowledge, and/or humor, and the Entrant who submitted such selected entry will receive the one (1) prize in this Contest (*as described in Section 6 below*), subject to verification of eligibility and compliance with the Contest rules (the “**Winner**”).
 - a. Station will contact potential Winner at the phone number and/or email address provided with entry. Station will only be required to leave one (1) message at such phone number and/or send one (1) email. If no answer or voicemail is reached, Station will not be obligated to attempt any further contact. **POTENTIAL WINNER MUST CONTACT STATION, PROVIDE ALL STATION REQUIRED DOCUMENTS AND COMPLETE ALL STATION REQUIRED PAPERWORK WITHIN FIFTEEN (15) DAYS OF THE DATE UPON WHICH STATION CONTACTS POTENTIAL WINNER.** If Winner fails to contact station, provide such required documentation and/or complete such required paperwork, then such potential Winner will be disqualified and will not be entitled to any prize in this Contest.
 - b. In the event that a potential Winner becomes disqualified for any reason, Station may, but shall not be obligated to select an alternate winner, subject to such alternative winner complying with all requirements set forth in Section 5(a) above.

Prize(s)

6. The one (1) verified Winner of this Contest will receive a prize package consisting of one (1) \$500 Green Acres Nursery gift card and a “Landscape Makeover” for up to 1500 square feet of landscape in their front yard only courtesy of the City of Roseville valued at up to \$12,000.
 - a. Winner will be presented with three (3) design options for their “Landscape Makeover” and will have the opportunity to make one (1) round of revisions to the designs presented.
 - b. All labor and all elements of the prize package must be received and completed by December 29, 2017 on a date mutually agreed to in advance between City of Roseville and Winner.
 - c. **NO PLUMBING OR ELECTRICAL WORK OR PERMITS ARE INCLUDED IN THIS PRIZE.**
7. This Prize (in its entirety) will be forfeited if the selected winner or his/her legal spouse either (a) on the date of winning is not the record owner of a stand-alone or multi-family home (co-ops and condos are excluded) that is located within the City of Roseville zip codes 95678, 95747, 95661 or (b) is not a City of Roseville Environmental Utilities rate payer and water user that receives water service from the City of Roseville or (c) is not current on their utility bill or (d) does not have permission from the Homeowner’s Association to make front yard makeover changes if residence is in a Homeowner’s Association area or (e) does not have a minimum of 300 square feet of front yard turf . 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 -- in which case, an alternate winner will be selected by Station in this contest from among all other entries.”
8. **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.**



9. Winners will be responsible for coordinating all aspects of the use of prize, including, without limitation, those that involves installation and delivery to Winner's home and for dealing directly with all contractors. Station shall not be responsible for any work done by participating sponsor(s) or their contractor(s). Winner is responsible for any non-inclusive charges, delivery fees, tips, taxes, or deposits in addition to those costs already included in these official Contest rules.
10. If applicable, delivery of materials and installation associated with the prizes shall be only to/at one address. Winner MAY NOT request installation or delivery to multiple addresses.
11. 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 and its sponsors are not responsible for any delays or increased costs, except with respect to a specific participating sponsor if the delay is due solely to its gross misconduct or gross negligence.
12. Prize has no cash value, and may not be exchanged or redeemed for any other prize. Prizes may be used in partial increments. Any unused portion of any prize with a participating sponsor will not be refunded as Cash, and unused balances will expire on the dates set forth above. If the purchase of any product or service from a participating sponsor exceeds the amount of the remaining prize attributed to that participating sponsor, then winner shall be solely responsible for the difference in the cost at time of prize delivery or acceptance.
13. In the event Winner is unable or does not desire to use some or all of the prize, such prize or unused portion of prize will be forfeited and no compensation or substitution prize will be awarded and Winner will still receive a IRS 1099 for 2017 for the full value of the credits issued, whether used or not. If Winner elects not to receive some or all of the credits, he/she must promptly execute a waiver releasing all claims associated with such credits on or before 5pm on December 29, 2017 using a form provided by Station. Failure to do so in a timely manner will result in all of the credits being awarded to the winner and the winner may receive a 1099 for the value of all credits whether or not he/she elects to accept delivery or pick up all of the credits.
14. Winner may be allowed to upgrade or purchase additional services not specifically listed in these official Contest rules and must negotiate said purchased upgrades or additional services directly with the participating sponsor. It is Winner's sole responsibility for contracting and remitting payment for these additional services. Station has no liability to Winner or to the participating sponsors for the purchase of these upgrades or additional services. Station has no obligation whatsoever to Winner for any such additional services or goods (of the failure of participating sponsor) to provide or adequately provide any such additional services or goods. All such arrangements are made by the Winner at their sole cost, expense and risk.
15. BY ENTERING THIS CONTEST, WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED AT THEIR OFFICE OR IN THEIR HOME AND AGREES TO COMPLETELY RELEASE STATION AND MDM 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 PARTICIPATING PROVIDERS AND THEIR CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.



16. Neither Station nor any participating sponsor has made or is responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prizes or products or services redeemed from the prizes, 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.

Sponsor(s)

17. The sponsors of this contest are Entercom California, LLC, Green Acres Nursery, and the City of Roseville, CA.
18. Station is conducting this contest using proprietary software owned by a third party known as Second Street Media 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.
19. 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.
20. 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.

