

The following is intended for participants in the United States only, and will be governed by United States laws. Do not proceed if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

A Gentleman Knows His Limits  
Terms and Conditions

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE.  
VOID WHERE PROHIBITED BY LAW.**

Administrator: KMVP, 7740 N. 16<sup>th</sup> Street, Suite 200, Phoenix, AZ 85050

Sponsor: Gentleman Jack, C/O Breakthru Beverage, 1115 N. 47<sup>th</sup> Ave., Phoenix, AZ 85043

1. HOW TO PARTICIPATE:

- a. The following terms and conditions apply:
- b. To receive a Free Lyft Voucher ("OFFER"), beginning on Monday, October 29, 2018, 12:01AM MST and ending on Sunday, December 23, 2018 5:00PM MST (Entry Period), text the word "JACK" to 620620. You will receive a link to an on-line form that must be completed in its entirety. Or, visit <http://arizonasports.com/shortal/gentlemanjack/holiday/> and complete the on-line form in its entirety. Upon completion of the form a promo code will be emailed back to the first five hundred (500) people that submit the form and will be sent to the email address provided in the form. The promo code can be redeemed for the following: Two \$5 Lyft Vouchers. Only one voucher can be used per ride. Lyft credit will expire on February 23, 2019 at 11:59pm. Recipients of the Lyft credit must abide by the Lyft Terms of Service that can be found at <https://www.lyft.com/terms>. All submissions over the initial five hundred (500) will receive a ten percent (10%) discount off of two Lyft rides.
- c. Only one promo code per person will be offered.
- d. All submissions must be received by the end of the aforementioned Entry Period

2. ELIGIBILITY RESTRICTIONS

- a. This offer is open to all persons who are legal U.S. residents of the state of Arizona, eighteen (18) years of age or older, and who reside in Maricopa County. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to participate even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-

time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Sponsor, or any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.

- c. Entrants are required to provide truthful information and the administrator will reject and delete any submission that it discovers to be false or fraudulent. The administrator will disqualify any entrant who does not meet the eligibility requirements and will also delete any submission as required by law.
- d. These terms are subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Terms and Conditions and the decisions of the administrator, which are final and binding in all respects.
- e. The administrator assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of Lyft services. Administrator is not responsible for replacing Lyft Credit in the event the promo code is lost, stolen or misplaced.

### 3. CONDITIONS

- a. Any attempt by any entrant to obtain more than one Lyft Credit Promo Code by using multiple/different email addresses, identities, registrations and logins or any other methods may void that submission and that submission may be voided. The use of any device to automate completion of the form is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all submissions by that entrant at the Administrator's discretion. The Administrator's computer or telephone system is the official time keeping device. In the event of a dispute, online submissions will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Administrator, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the submission process or the operation of the program. Failure to comply with the rules may result in an entrant's disqualification and/or forfeiture of any prize and/or offer.

- b. The Station reserves the right to modify these terms and conditions without limitation, the substitution of a prize(s) and/or offer of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to these terms and conditions, any such material changes will be posted on its website: [ArizonaSports.com](http://ArizonaSports.com) within twenty-four (24) hours of the change and periodically thereafter.
- c. Participation in and/or acceptance of prize(s) and/or offer constitutes agreement by entrant to release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Sponsors, agents and all others connected with this promotion (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation, and the receipt and use of any prize(s) and/or offer awarded arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and this promotion.
- d. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the promotion; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late submissions; (v) submissions not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a promotion cannot be conducted and/or if a prize and/or offer, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
- e. Except where prohibited, by completing the on-line form, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this promotion or any prize(s) and/or offer awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Salt Lake City, Utah; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the

interpretation and construction of these Official Terms and Conditions and all aspects related thereto.

#### 4. PRIVACY

- a. By participating in the promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at: <http://arizonasports.com/story/219705/privacy-statement/> In the event of conflict between the Station's Terms of Use Agreement and these Official Terms and Conditions, the terms of these Official Terms and Conditions shall apply.