

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

## Four Peaks Four Seats Giveaway

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.***

Contest Administrator: KMVP FM, 7740 N. 16<sup>th</sup> Street, Suite 200, Phoenix, AZ 85020

Contest Sponsor: Four Peaks Brewing Company, 12340 E. 8th Street, Suite 104, Tempe, AZ 85281

#### 1. HOW TO ENTER

- a. These rules govern the Four Peaks Four Seats Giveaway (“Contest”), which is being conducted by KMVP FM (“Station”). The Contest begins on Wednesday, April 3, 2024 and ends on Friday, September 6, 2024 (“Contest Dates”). Entrants may enter via texting only.
- b. To enter the Contest, entrant may enter online beginning on Wednesday, April 3 at 12:01am MST and ending on Friday, September 6, 2024, at 3:00pm MST (“Entry Period”).
  - i. To enter, send a text message to 620620 with the keyword, “SEATS” in the body of the message. In addition to being entered into the Sweepstakes, those who send the keyword “SEATS” to 620620 using the text-messaging feature on their mobile phone may be automatically signed up to receive alerts and updates on behalf of Arizona Sports (“Messaging Service”). The frequency of automated message(s) that an individual may receive after entering the Contest may vary. Entrants will be given the opportunity to “opt out” (or unsubscribe) from the Messaging Service each time they receive a text message by sending STOP to short code 620620. Cancellation by this method will NOT eliminate an otherwise valid entry into the Sweepstakes.
  - ii. The Messaging Service is provided FREE of charge outside of the standard text-messaging rates, fees and charges for text messages sent and received from that entrant’s handset according to the terms and conditions in their wireless calling plan. Sweepstakes Entities are not responsible for any charges from the cellular phone provider made to the

entrant. All text entries must be received no later than Friday, September 6, 2024, at 3:00pm MT. Entrants must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes using the text messaging method. Entrants entering by text will be charged standard text messaging rates for text messages sent and received from their handset according to the terms and conditions in their wireless calling plan. Text messaging and wireless service are not available in all areas. Sponsor reserves the right in its sole discretion to disqualify any text message entry at any time which in Sponsor's opinion does not comply with these Official Rules.

- iii. VIA MAIL IN: Hand print your name, address, phone number and email address and provide your signature (your signature certifies that you are 21 years of age or older and have read and complied with all of the Official Rules of this Sweepstakes) on a 3" x 5" card, and mail your entry to 2024 Four Peaks Four Seats Giveaway, c/o Arizona Sports 98.7 FM, 7740 N. 16th Street, Suite 200, Phoenix, AZ 85020. All entries must be received and recorded during the Sweepstakes Period.
- iv. Limit 1 entry per person during the Promotion Period regardless of method of entry. Mail-in entries must be received by Friday, September 6, 2024.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of Arizona, twenty-one (21) years of age or older, and who reside in one of the Maricopa County. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests, 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, Contest Sponsor, of 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. Unless the Station otherwise specifies, in its own discretion, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize in the last thirty (30) days are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners. The Station, in its sole discretion,

may allow persons who have previously won a prize to be eligible to win another prize without any time restrictions.

- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. 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 entrant who does not meet the eligibility requirements and will also delete any entry as required by law.
- f. This Contest is subject to all applicable federal, state, and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

### 3. PRIZES

- a. Prizes: One (1) Winner will receive four (4) tickets in the the April 16th, Diamondbacks Vs. Cubs game and \$200 Dbucks (ARV: \$400), one (1) Winner will receive four (4) tickets to the May 24th, Diamondbacks Vs. Marlins game and \$200 Dbucks (ARV: \$400), one (1) Winner will receive four (4) tickets to the June 15th, Diamondbacks Vs. White Sox game and \$200 Dbucks (ARV: \$400), one (1) Winner will receive four (4) tickets to the July 27<sup>th</sup>, Diamondbacks Vs. Pirates game and \$200 Dbucks (ARV: \$400), one (1) Winner will receive four (4) tickets to the August 10th, Diamondbacks Vs. Phillies game and \$200 Dbucks (ARV: \$400) and one (1) Winner will receive four (4) tickets to the September 14th Diamondbacks Vs. Brewers game and \$200 Dbucks (ARV: \$400).
- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station/judges are final.
- c. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
  - One winner will be selected on Friday, April 12, 2024, one winner will be selected on Friday, May 17, 2024, one winner will be selected on Friday, June 7, 2024, one winner will be selected on Friday, July 19, 2024, one winner will be selected on Friday, August 2, 2024 and One winner will be selected on Friday, September 6, 2024 in a random drawing of all eligible entries received. Odds of winning depend upon the number of eligible text message or online entries received during the applicable Drawing Period.
- b. All prizes may be picked up at the office of the Station at 7740 N. 16<sup>th</sup> Street, Suite 200, Phoenix, AZ 85020 by appointment only (to make an appointment, contact 602-200-2622) during the office hours of 8:30 a.m. 5:00 p.m or tickets will be sent electronically via a ticket app used by the team. If a winner chooses to have a prize shipped or if the station chooses to ship the prize, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.
- c. Potential winner(s) will be notified of winning by telephone at the time of the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign, and return the fully executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). The Station or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

- a. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry 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 entries by that entrant at the Station's discretion. The Station's or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries 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 Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. Failure to comply with the rules of the Contest may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that an entrant has cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.

- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Sweepstakes, any such material changes will be broadcast on the Station and/or posted on its website: <http://www.ArizonaSports.com> within twenty-four (24) hours of the change and periodically thereafter. If a prize is unable to be awarded or used or a prize-related event is unable to take place as scheduled, for reasons including, but not limited to, promoter or performer actions, cancellation, preemption, postponement or unavailability due to the closure of a Sweepstakes Sponsor's location, if applicable, or weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any reason beyond the control of the Station or Sweepstakes Sponsor, if applicable, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Sweepstakes and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Sweepstakes webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- d. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of

eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any “deal-making” with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.

- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner’s guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest 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 the Contest.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries 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 to Entrant(s) and/or winner(s) (and winner’s guest(s) if applicable) 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 Contest cannot be conducted and/or if a prize, 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.

- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Phoenix, AZ; (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 Rules and all aspects related thereto.

## 6. PRIVACY

- a. By participating in the Contest, 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: [ArizonaSports.com](http://ArizonaSports.com). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

## 7. COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: [ArizonaSports.com](http://ArizonaSports.com), in person at the Station 7740 N. 16<sup>th</sup> Street, Suite 200, Phoenix, AZ 85020, during office hours 8:30 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.