

93.5 KQNG's "Did You Know? / Do You Care?" Contest

Official Rules (Effective December 27, 2019)

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. **CONTEST PERIOD:** Contest begins January 1, 2020 and runs indefinitely ("Contest Period"), excluding weekends during the Contest Period.

2. **HOW TO ENTER:** During the Contest Period, listen weekdays to 93.5 KQNG-FM ("The Radio Station") between 5:00am and 10:00am [HST] for a call prompt. There is one (1) entry method to participate and win this Contest: listen between the 5:00am – 10:00am [HST] hours for a call prompt, call the radio station hotline at (808)246-9393, be the first caller with the correct answer to the "Did You Know? Or Do You Care?" quiz. Limit one (1) entry per 60 days per person for the "Did You Know? / Do You Care? Contest. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00:01 am (midnight) {HST} and ending at 11:59:59 pm [HST].

The time clock of the Contest Administrator is the official clock for this Contest. Callers are only allowed to win or qualify once every calendar week (Monday – Sunday) for any contest and prize. The first caller with the correct answer to the "Did You Know? Or Do You Care?" quiz will instantly win a qualifying prize valued at a minimum of \$5.00; also, a qualification to win the weekly Monday prize.

3. **ELIGIBILITY:** The Contest is open only to individuals who are legal residents of the United States residing on Kaua'i at the time of entry. Employees, contractors, directors, and officers of Pacific Media Group ("Sponsor"), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees are ineligible.

4. **PRIZE DETAILS:** One (1) Monday prize will be awarded at the end of the Contest Period on or about every Monday. Monday winner is selected from all qualifiers during and/or throughout the Contest Period. Estimated value of the Monday prize is at least \$20.00. Each daily qualifier will also be entered into the "Marc Song" contest for the calendar month in which they qualified. This offer is nontransferable.

5. **DRAWING:** Each potential winner with the correct answer to the "Did You Know? Or Do You Care?" quiz will instantly win a qualifying prize valued at a minimum of \$5.00; also, a qualification to win the weekly Monday prize. One (1) weekly Monday prize will be awarded at the end of the Contest Period on or about every Monday. Monday Prize winner is selected from all qualifiers during and/or throughout the Contest Period. Estimated value of the Monday prize is at least \$20.00. This offer is nontransferable.

6. **WINNER NOTIFICATION:** Potential winner will be notified by on-air personality when they call with the correct answer. Weekly Monday prize winner is announced on-air on or about every Monday, between 5:00am – 10:00am [HST]. Sponsor is not responsible for notifying weekly Monday prize winner by phone. In the event a winner is unable to accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner.

7. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility of liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; suspended or discontinued Internet, wireless or land line phone service; or (f) any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the in the Contest or download of any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Contest. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Contest.

8. WINNER RELEASES: By participating in the Contest, entrants release Sponsors from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and Promotion Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

9. GENERAL CONDITIONS: This contest is governed by the laws of the United States and of the State of Hawaii without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize, any may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prize(s) will not be awarded. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws & regulations apply. Any personal

information provided in connection with participation in the Contest will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize.

10. **CONDUCT:** By participating in this Contest, participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. **SPONSOR:** Pacific Media Group