Effective immediately, the KYMX Promotions Department is temporarily closed for prize pick up until further notice to limit the spread of COVID-19. Please check back to this page and keep tuning into KYMX for further updates, and follow our social media accounts on Twitter, Facebook, and Instagram for the latest.

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.

EMPLOYEE OF THE DAY

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: KYMX, 280 Commerce Circle, Sacramento, CA 95815

Contest Sponsor: KYMX, 280 Commerce Circle, Sacramento, CA 95815

 • 1. HOW TO ENTER a. These rules govern the Employee of the Day (“Contest”), which is being conducted by KYMX (“Station”). The Contest begins on Monday, January 6, 2020 and ends on Friday, May 16, 2020 or until one hundred (100) prizewinners are selected, whichever occurs first (“Contest Dates”). Entrants may enter via online only.

 • b. To enter the Promotion, entrant may enter online beginning on Monday, December 16, 2019 at 12:00am PST and ending on May 16, 2020 at 2:59pm PST or until one hundred0 (100) prizewinners are selected, whichever occurs first (“Entry Period”) as follows: i. To enter online, visit mix96sac.com and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Online entrants are subject to all notices posted online including but not limited to the Station’s Privacy Policy. Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion Administrator.

 •

 • c. Only one (1) entry per person is permitted regardless of the method of entry. There will be up to a total of sixty (60) winner(s) selected in the Promotion.

 • d. All online entries must be received by the end of the Entry Period.

 •

2

 • e. How to Enter. The Entry Period begins on Monday, December 16, 2019, at 6:00 am Pacific Time (PST) and ends Friday, May 16, 2020 at 2:59 pm Pacific Time (PST) (the “Entry Period”). There are three (3) ways to enter this Sweepstakes, as detailed below: i. Website: Enter by visiting the official registration page on www.mix96sac.com (the “Website”) and completing all of the required information and following all posted instructions. By participating in the Sweepstakes, you agree to be bound by Sponsor’s Visitor Agreement and Privacy Policy which are hereby incorporated by reference. No mechanical reproduction of entry forms permitted.

 • ii. Direct Call: Enter through direct calls. Between Monday, January 6, 2020 and Friday, May 16, 2020, selected individuals and businesses in the metropolitan Sacramento area will receive telephone calls from NuVoodoo Media Services, LLC requesting their consent to be entered in the sweepstakes by agreeing to listen to KYMX 96.1 FM during certain times. Entrants who consent will receive a postcard confirming their entry and agreement to the Official Rules.

 • iii. Facebook® Ad: Between Monday, January 6, 2020 and Friday, May 16, 2020 individuals in the metropolitan Sacramento, California area may see an advertisement in their personal Facebook feed encouraging them to enter the Sweepstakes by completing all of the required information within the Facebook Entry Form and following all posted instructions. By entering the Sweepstakes via the Facebook Ad, you agree to be bound by Sponsor’s Visitor Agreement and Privacy Policy (as set forth above), Facebook’s Terms of Use (www.facebook.com/legal/terms), Privacy Policy (https://www.facebook.com/about/privacy), and Data Policy (www.facebook.com/policy.php), which are hereby incorporated by reference. No mechanical reproduction of entry forms permitted. To enter via Facebook, you must have a Facebook account. If you are not a registered Facebook user, you can download Facebook’s mobile app to sign up for Facebook. There is currently no fee to register for Facebook. Entrants who consent via a Facebook Lead Gen Ad will receive an email confirming their entry and agreement to the Official Rules.

 •

 •

 • 2. ELIGIBILITY RESTRICTIONS a. The Contest is open to all persons who are legal U.S. residents of the state of California, eighteen (18) years of age or older, and who reside the Sacramento Metropolitan area as defined by Nielsen; this includes Yolo, Sacramento, Sutter, Nevada, Placer, and El Dorado Counties. 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 valued up to $100 in the last thirty (30) days are not eligible to participate. Persons who have won a prize valued between $101 and $499 in the last ninety (90) days are not eligible to participate. Persons who have won a prize valued between $500 and $999 in the last six (6) months are not eligible to participate. Persons who have won a prize valued at $1,000 or more in the last twelve (12) months are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners. As stated above, 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 at the Station.

 • 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.

 • a. Up to sixty (60) prizes will be awarded. Prizes won from January 6, 2020 – May 16, 2020 consists of one (1) $500 check. The Approximate Retail Value (“ARV”) of the prize(s) is $500.00. The winner(s) will be solely responsible for all taxes and

 •

3. PRIZES

4

 • all other fees and expenses not specified herein associated with the receipt and use of the prize(s).

 • b. 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.

 • c. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

 • a. Decisions of the Station management with respect to the Promotion are final.

 • b. Up to sixty (60) winner(s) will be selected in a random drawing of all eligible online entries received prior to the end of the Entry Period.

 • c. Odds of winning depend upon the number of eligible online entries received.

 • d. Winner does not need to listen to the Station or be present to win.

 • e. Potential winner will be notified of winning by name announcement on air at 8am PST, 12:00pm PST, and 3:00pm PST Monday – Friday from January 6, 2020 – May 16, 2020 or until one hundred (100) prizewinners are selected, whichever occurs first. After the name announcement, the winner will have ten (10) minutes to call back 916-766-5969 and claim the prize. 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 execute and return an affidavit of acceptance, eligibility, liability and publicity release within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or

 •

4. WINNER SELECTION AND NOTIFICATION

5

 • 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 Promotion Administrator 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 Contest, any such material changes will be broadcast on the Station and/or posted on its website: http://mix96sac.com/ within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest 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 Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

6

 • 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

7

 • 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 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 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: http://mix96sac.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. WINNERS’ LIST/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: http://mix96sac.com/, in person at the Station [280 Commerce Circle, Sacramento, CA 95815], during regular business hours 8:30 a.m. to 5:30 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.

For a list of winners’, mail a request and a self-addressed stamped envelope to 280 Commerce Circle, Sacramento, CA 95815, identifying “[2020] Winners’ List for [Employee of the Day].