

**KRZZ 93.3 FM “LA RAZA”
OFFICIAL CONTEST RULES & REGULATIONS FOR
“LAS VACACIONES DE TU SUEÑOS” (the “Contest”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN CALIFORNIA AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

1. These rules govern the “LAS VACACIONES DE TU SUEÑOS” (The “Contest”) being conducted at **KRZZ-93.3 FM** (the “Station”) beginning on Tuesday September 05th, 2017 through Friday, December 15, 2017^h, 2017. The contest is subject to all applicable federal, state and local laws and regulations and is void outside FL, and wherever prohibited or restricted by law.

2. ELIGIBILITY

- A. Contestants must (i) be at least 18 years of age to participate, (ii) have a valid California Driver's License, and (iii) have a valid social security number and card, or a valid taxpayer identification number (“TIN”), and (iv) have a valid passport.
- B. Employees, officers, and directors of Spanish Broadcasting System, Inc. (“Sponsor”), **KRZZ-93.3 FM** (“Station and Administrator”), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this contest (“Release Parties”) and the members of the immediate families or households of any of the above. “Immediate family members” includes, for purposes of this contest, parents (including in-laws), grand-parents, siblings (including step-siblings), children (including step-children), grand children (including step grandchildren) and each of their respective spouses.
- C. One prize per winner from each immediate “family” (“family” is defined as spouse, parents, children, sibling, aunts, uncles, cousins and grandparents) and/or “household” (“household” is defined as anyone living at the same address) from **KRZZ-93.3 FM.**, combined is allowed within a sixty (60) day period.
- D. Any individual who wins \$600 (six hundred dollars) or more from **KRZZ-93.3 FM** combined must provide the Stations with valid identification and a valid TIN or social security card and number, and a valid government-issued photo identification which contains the individual's current address before any prize will be awarded. Failure to present a valid social security card or TIN may result in a disqualification of the winner, in which case the prize shall be forfeited.
- E. **Contest cash winners, one (1) per household are eligible to win every 6 months – twice a year. Winner must comply within 30 days from winning date for prize to be honored.**
- F. **If a winner selected is later determined by the Station to be ineligible, no prize will be awarded to the ineligible contestant and the Station reserve the right to award the prize to a qualified contestant.**

3. NATURE OF CONTEST:

- a) **TEXT MESSAGE REGISTRATION:** Beginning Tuesday September 05th, 2017 through Friday, December 15th, 2017 promotional spots and live DJ mentions will ask KRZZ-93.3 FM listeners to hear the code word of the hour that will be announced at **6:25AM, 7:25AM, 8:25AM, 9:25AM, 10:25AM, 11:25AM, 12:25PM, 1:25PM, 2:25PM, 3:25PM, 4:25PM, 5:25PM, 6:25PM, 7:25PM, 8:25PM, 9:25PM, & 10:25PM**, Thursdays throughout the contest dates. After the code word is announced, participants may enter the particular Contest by texting the correct code word to **25859**. Listeners will have 5 minutes to text that word in to **25859**. Once your text message is received you will receive (1) automatic reply from the station's automated system confirming that your text was received. Standard charges and fees for your telephone service may apply. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated

entries are void. Entries generated by any automated means and detected as such are void.

- b) **RADIO PARTICIPATION:** Beginning Tuesday, September 05th, 2017 through Friday, December 15th, 2017 on KRZZ-93.3 FM, Once per week, from Monday, November 20th thru Friday, December 15th, 2017, the Station will randomly select one (1) Entrant from among entries received will be announced live on air by the station DJ and will be declared the Grand Prize Winner for that week.
- I. WARNING: ONLINE LISTENERS TO STREAMED BROADCASTS MAY EXPERIENCE A LAG IN TRANSMISSIONS DUE TO BUFFERING LIMITATIONS. CONTEST PARTICIPANTS SHOULD NOT RELY ON STREAMED BROADCASTS. (Restrictions Apply) (See below).
 - II. IMPORTANT! Only calls received from the studio contest phone number above are eligible to win (calls to the main radio station phone number or any other phone numbers are not acceptable).
 - III. In order to win and become a Qualifier, the actual selected Entrant (i.e., not just any person with the same name) must personally answer the call the Station within the allotted time, as determined by the Station in its sole and absolute discretion.
- c) There will be a total of FIVE (5) Grand Prize Winners selected between Monday, November 20th, 2017 through Friday December 15th, 2017.
- d) The use of automatic telephone dialing equipment or other software or computer assisted dialing equipment is prohibited and will result in disqualification. Station are not responsible for loss of service to the Contest line or for a contestant's failure to reach the Contest line due to contestant error, malfunction of any network or system, congestion, overload, busy signals, or any other factor that may prevent an individual from completing his or her phone call, or any interruptions or technical difficulties including those that may prohibit, prevent, or interfere with the submission of an entry or completion of a phone call. In the event of an interruption of power or telephone service to Stations during a call-in time of the Contest and prior to accepting the designated caller, the Contest call-in period affected by the interruption may be replayed at the resumption of service, in Stations' sole discretion. EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY TELEPHONE CALLS PLACED TO THE STATIONS' CONTEST LINE MAY BE BROADCAST LIVE ON STATIONS AND ALSO MAY BE RECORDED FOR USE ON AIR AT A LATER TIME.
- e) By participating in the Contest, participants agree to be bound by these Official Rules and the decisions of the Station, whose decisions shall be final, binding and conclusive on all matters relating to this Contest. The Station reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Station believe has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner or qualifier status using fraudulent means. The Stations will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Stations, the Stations reserve the right to terminate this Contest, or make such other decisions regarding the outcome as the Stations deem appropriate. All decisions will be made by the Stations are final.

4. CONDITIONS FOR PARTICIPATION

The Station is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, traffic congestion on telephone lines.

No mechanical duplication of entries will be allowed. The Station is not responsible for any connection problems or phone problems on the entry side. All entries become the exclusive property of the Station. By entering this Contest, participants agree to be bound by these Official

Rules and the decisions of the Station whose decisions shall be final, binding and conclusive on all matters relating to this Contest.

The Station reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Station believes has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Station, the Station reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Station deems appropriate. All decisions will be made by the Station and are final.

5. PRIZE:

Up to five (5) grand prize winners will win a vacation for two with a value of up to \$4,000.00. The total combined value of all prizes awarded to all grand prize winners will not exceed \$24,000.00 for the period of the contest. Prize consists of only the items specifically listed as part of the prize.

The grand prize winners will each win a 3 night cruise that sails from a port in Long Beach, CA on Friday, March 02nd, 2018 through Monday March 05th, 2018 valued at \$4,000.00.

Grand Prize includes: One (1) inside stateroom for two (2) persons on the cruise ship "Carnival Inspiration" that sails on Friday, March 02nd, 2018 at 5PM from Long Beach, California and returns Monday March 05th, 2018 at 8AM to Long Beach, California. (*Winners will be responsible to pay for Taxes & Port Fees of: \$146.15 per person, plus Gratuities of Standard Rooms of: \$38.85*)

Each verified grand prize winner shall be required to present him / herself at the radio station business offices for the purpose of completing necessary paperwork. Station, at its sole discretion, reserves the right to deliver the grand prize award and paperwork to the winner in person or by postal mail.

The grand prize winners are subject to verification of eligibility, compliance with the Contest rules and upon satisfaction of all circumstances described in these Contest rules (the "Grand Prize Winner") the verified Grand Prize Winners will receive, a grand prize not to exceed a value of \$4,000.00 each.

In the event there is a grand prize winner(s), station will contact grand prize winner(s) by phone at the phone number provided to station. Station will only be required to leave one (1) message at the telephone number provided by grand prize(s) winner to station in his or her entry. Station shall have no responsibility for any technical failures of answering machine. If the grand prize winner(s) does not pick up grand prize within 60 days after notification that the grand prize is available for pick-up, he or she will be automatically disqualified. In such event, the prize will not be re-awarded and will remain the property of station.

Prize winner(s) must accept delivery of prize from sponsor, or as otherwise instructed by Sponsor. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded.

Prizes are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Grand prize winner will be required to complete and return a W-9 form (if prize value exceeds \$600.00), affidavit of eligibility, and liability/publicity release (Tennessee residents need not sign publicity release), and present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all applicable taxes on prize(s).

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. If there is no winning attempt in the contest according to these contest rules, the grand prize will not be awarded. Total approximate retail value (ARV) of all available prizes: **\$20,000.00**

Additional Rules & Restrictions: By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, and released parties (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

IN CASE OF DISPUTES: By participating, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any rebates awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.

No substitutions permitted except at the sole discretion of the Station, in which case a prize of greater or equal value will be awarded. The Station makes no warranty with respect to any Contest prize and is not responsible for cancellation or postponement. The cash equivalent of any portion of any Contest prize is not permitted, except at the Station's sole discretion. The Station will report value of prizes as required by law.

7. ODDS OF WINNING.

The odds of being selected as a grand prize winner are dependent upon the number of entries received.

8. RELEASE:

By participating in the Contest, each participant waives any and all claims of liability against the Stations, Spanish Broadcasting System, Inc., its subsidiaries, affiliates and participating sponsors and their respective employees, directors, shareholders and agents, from any and all claims, liabilities and damages arising directly or indirectly out of the award of the prize or that may be sustained directly or indirectly in connection with this Contest, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize or for any claims, liabilities, losses, repairs, damage or injuries arising out of or in conjunction with the services, merchandise or other benefits obtained by the winner or this Contest. In order to receive a prize, participants must sign an official waiver form provided by the Stations.

9. REDEEMING OF PRIZE: All prizes, including cash prizes won by qualifiers during the Contest period will be available within sixty (60) business days of the date Qualifier completes all required Station documents. (Restrictions applies)
10. PUBLICITY, USE OF PERSONAL INFORMATION:

By participating, all participants and winners grant the Stations the non-exclusive permission to use their names, characters, photographs, voices, biographical information and likenesses in connection with promotion of the Contest and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree that the Stations may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.
11. Any tax or additional expenses incurred as a result of the prize are the sole responsibility of each winner. The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize that is not specifically provided for in these official rules. Any person winning over \$600 in prizes from the Stations will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
12. Prizes may not be substituted, are not transferable, redeemable for cash or exchangeable for any other prize. Prizes may not be claimed or used by any person other than the winner.
13. The Station reserves the right to award additional prizes throughout the Contest.
14. Any rule changes after the Contest begins must not disadvantage Contest participants and will be announced promptly and conspicuously.
15. The Station disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express mail or other delivery method. The Station is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, traffic congestion on telephone lines.
16. Each winner must submit proof of eligibility and sign the Stations' release form to claim the prize. Void where prohibited. In the event the Stations are prevented from continuing with the Contest or the integrity and/or feasibility of the Contest is severely undermined by an event beyond the Stations' control, the Stations may substitute prizes of equal or greater value or discontinue the Contest at any time. In no event will the Stations be obligated to award more than the number of prizes stated in these Official Rules. The Stations disclaim any responsibility to notify participants of any aspect related to the conduct of the Contest.
17. The conduct of the Contest is governed by the applicable laws of the U.S., which take precedence over any rule to the contrary herein. The Stations shall follow the applicable laws for posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the contest, etc. as required by local, state and law.
18. A copy of these rules and regulations are available during normal business hours at the station and at the radio station's websites at www.yosoyraza.com and will be retained and available for public inspection at the Station's offices located at 1420 Koll Circle, San Jose, CA 95112. For a copy of a list of prize winner(s), send a self-addressed, stamped envelope to: KRZZ-FM LAS VACACIONES DE TU SUEÑOS Contest, c/o Spanish Broadcasting System, Inc., 1420 Koll Circle, San Jose, CA 95112. PLEASE SPECIFY what you are requesting. Requests must be received by **10/30/2017**.
19. Contest Sponsor: This contest is sponsored by Spanish Broadcasting System, Inc., 7007 NW 77th Street, Miami, FL 33166 and Epic Fun Charters LLC.

[Acknowledgment Follows]

AFFIDAVIT OF ELIGIBILITY

I have read and understood the rules governing the Official Contest Rules for **“LAS VACACIONES DE TU SUEÑOS”**, as they are set forth above. I authorize that the station can contact the U.S. Social Security Office to verify the validity of my SSN/TIN. Furthermore, I have been given the opportunity to have any questions answered by the radio station staff, and I agree to abide by the contest rules.

I affirm, under penalty of perjury, that the information listed below is true and correct.

(Please Print) Name:	_____	_____
Address:	_____	Signature
City/State/Zip:	_____	Date
Phone #:	_____	
Social Security # or	_____	
TIN #:	_____	