

KMPS-FM
CARRIE UNDERWOOD FLYAWAY
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. HOW TO ENTER THE CONTEST

- a. KMPS-FM's "**Carrie Underwood Flyaway**" Contest (the "Contest") will begin on Monday November 2, 2009 at approximately 5:00 AM Pacific Time ("PT") and end on Monday, November 9, 2009 at approximately 8:00 AM PT (the "Contest Period").
- b. To participate in the Contest, you may enter via the following method: Listen to KMPS-FM weekdays beginning on November 2, 2009 and continuing through November 6, 2009 between 5:00 am PT and 11:00 pm PT for the sounder to play and the cue to call to be aired (the "Entry Period"). After the cue to call is announced, the 25th caller to successfully get through to the KMPS-FM contest line at 1-800-464-9436 will win a Qualifying Prize and qualify for a chance to win the Grand Prize, upon confirmation of eligibility. At the time of their call, designated callers will be required to provide their first and last name, complete address including city, state and zip code, telephone number, and date of birth. If at any time the 25th caller is found to be ineligible, the caller will be disqualified and the prize will be forfeited. The cue to call will be announced at least four (4) times each weekday during the Entry Period and up to twenty (20) Qualifying Prize winners will be selected.
- c. KMPS-FM is not responsible for telephone service outages, delays, busy signals, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call.
- d. For those listening to KMPS-FM stream on the Internet, please be advised that you may be listening to a delayed stream of the radio signal, which may vary depending on your computer's memory capacity and your dial up connection. For that reason, we strongly recommend that you turn on your radio to KMPS-FM to participate in this or any other call in contest to be sure you are participating in "real time". KMPS-FM assumes no responsibility for contestants not making timely phone calls to the Station as a result of delays in the internet stream.
- e. There is no limit to the number of times a listener may attempt to call in to become a Qualifying Prize winner, but a listener may become a Qualifying Prize winner only once during the Entry Period.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are 21 years of age or older and reside in the State of Washington within the following counties: King, Pierce, Snohomish, Island Thurston, Kitsap, Whatcom, Skagit, San Juan, Clallam, Jefferson, Grays Harbor, Mason, Pacific, Lewis and East & West Kittitas, Chelan and Douglas County. Employees of the KMPS-FM (the "Station,") its licensee, corporate parents, subsidiaries, and affiliates, its advertising agencies, participating sponsors/promotional partners, other radio stations in the Seattle metropolitan area and the members of their immediate families and/or households are ineligible to participate or win. Subject to all applicable federal, state and local laws and regulations.
- b. Listeners are eligible to win a contest conducted by the Station only once every thirty (30) days and a prize valued at \$600 or more only once every six (6) months. Only one (1) winner per household is permitted in any contest conducted by the Station.
- c. Winners will be required to present valid, government-issued photo identification and sign and return all required releases in order to claim a prize.

3. PRIZES:

- a. Twenty (20) Qualifying Prizes will be awarded. Each Qualifying Prize is one (1) Carrie Underwood CD. Approximate Retail Value ("ARV") of each Qualifying Prize: \$20.00. **[Please remember to fill out all Payola paperwork for the prizes provided by the record label.]**
- b. One (1) Grand Prize will be awarded. The Grand Prize is a trip for two (2) (winner and one (1) travel companion) from Seattle to Nassau, Bahamas to attend the exclusive Carrie Underwood performance at Atlantis, Paradise Island, courtesy of Arista Nashville. The Grand Prize will include the following:
 - (i) Round-trip coach air transportation for the winner and one (1) travel companion departing Seattle on 12/3/09 to Nassau, Bahamas and returning on 12/6/09, three (3)-night standard double occupancy hotel accommodations at the Royal Towers (one (1) room).
 - (ii) Two (2) tickets to an exclusive Carrie Underwood performance at Atlantis, Paradise Island on December 5, 2009.
 - (iii) Two (2) VIP passes for winner and guest to attend a private Carrie Underwood meet 'n greet **[Specify what meet and greet entails].**
 - (iv) Ground transportation (airport transfers) for winner and guest.

ARV of the Grand Prize: \$5,000.00 but may vary depending on fares in effect at the time travel is booked. Winner will not receive difference between actual and approximate retail value.

- c. Certain travel restrictions may apply. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Station and/or Arista Nashville. Prize subject to availability and Arista Nashville reserves the right, at their sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable. Travel arrangements must be made through Arista Nashville.
- d. If Grand Prize Winner cannot travel on dates specified, Grand Prize Winner will forfeit Grand Prize and an alternate Grand Prize Winner will be selected in a random drawing from all remaining Qualifying Prize winners, time permitting. All other costs not specifically stated herein, including, but not limited to, taxes, meals, tips and additional ground transportation, are the responsibility of the winner. Grand Prize Winner and travel companion must travel on the same itinerary and are responsible for obtaining all required travel documents. In addition, travel companion of Grand Prize Winner must be 18 years of age or older or accompanied by a parent or legal guardian. Grand Prize Winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during their stay. Grand Prize Winner and travel companion are responsible for obtaining travel insurance (and all other forms of insurance) where applicable, at their option, and hereby acknowledge that the Station and Arista Nashville have not and will not obtain or provide travel insurance or any other form of insurance. If a selected event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, or for any reason beyond the control of the Station and Arista Nashville, the Station and Arista Nashville sole responsibility to the Grand Prize Winner will be to award the remaining available portion of the prize and no substitution will be provided for un-awarded portion of prize. Tickets are subject to terms and conditions as specified by issuer. Seat locations to be determined by Arista Nashville. Arista Nashville reserves the right to remove or deny entry to winner and/or travel companion if he/she engages in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the meet and greet or performance venue. Each Trip Participant is responsible for all costs related to obtaining a valid passport – the cost ranges between \$ 35.00 and \$ 160.00 per person, per passport; Trip Participants are responsible for any and all baggage charges. Many airlines allow up to two (2) bags at no charge and \$150.00 to check each additional bag - each way; Lodging accommodations to include only room base rate and applicable taxes. Trip Participants are responsible for a refundable \$100.00 hotel deposit (cash or credit card) applicable to any hotel services desired (i.e. internet, telephone, in-room movies, room service, restaurant charges, etc.) other than those included in the trip. Trip participants are responsible for their spending cash and meals / beverages / tips / currency conversion / passport fees. Any Trip Participant choosing not to participate in scheduled events shall be solely responsible for securing of and payment for their own transportation, admission, and other fees and expenses at the unscheduled event of their choosing. Admission tickets are distributed prior to each event and only the primary Trip Winner may receive the tickets. Once

distributed, misplaced, lost or stolen tickets to any scheduled event cannot be replaced. Event admission tickets, lodging accommodations, ground transportation are not transferable. Each Trip Participant must possess two (2) valid forms of personal identification, including one (1) passport and one (1) picture I.D. Due to the many physical activities encompassed by trip events, Trip Participants must be in at least such general good health as to be able to participate in scheduled trip events.

- e. All prizes or prize certificates may be picked up at the office of the Station at the address below. Grand Prize Winner will forfeit any prize or prize certificate not claimed by 5:00 PM PT on Friday, November 13, 2009. Qualifying prize winners will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.
- f. There is no substitution, transfer, or cash equivalent for prizes, except that the Station or Arista Nashville may, at its sole discretion, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Gift cards, gift certificates, vouchers, and tickets are subject to the terms and conditions established by the issuer. Other restrictions may apply.

4. SELECTION OF WINNERS

- a. Decisions of Station management with respect to the Contest are final.
- b. Twenty (20) Qualifying Prize winners will be selected as described above in Section 1.b. of these Official Rules.
- c. One (1) Grand Prize winner will be chosen in a random drawing of all Qualifying Prize winners on Monday, November 9, 2009 at approximately 8:00 AM PT.
- d. Grand Prize winner will be notified via telephone following the drawing. If the Grand Prize winner cannot be reached within one (1) hour **[make this one (1) day]** of notification, then potential Grand Prize winner forfeits Grand Prize and an alternate Grand Prize winner will be selected in a random drawing of all remaining eligible Qualifying Prize winners.
- e. The odds of winning a Qualifying Prize depend on the number and order of phone calls received. The odds of a Qualifying Prize winner winning the Grand Prize are 1 in 20.

- f. Qualifying Prize winners must listen to win. Grand Prize winner need not listen or be present to win.
- g. Grand Prize winner and their travel companion must execute and return any required Publicity, Liability Waiver and Travel Release and/or Affidavit of Eligibility/Release of Liability Prize Acceptance Form by 5:00 PM PT on Friday, November 13, 2009, or prize will be forfeited and an alternate winner will not be selected. Qualifying prize winners must execute and return any required Publicity, Liability Waiver and Travel Release and/or Affidavit of Eligibility/Release of Liability Prize Acceptance Form within thirty (30) days of winning or prize will be forfeited and an alternate winner will not be selected. If a potential winner cannot be reached, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, potential winner forfeits prize.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winners. Winners will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize.
- b. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. Prior to awarding any prize or prize certificate, the Station in its sole discretion may require Contest winners (and their travel companions, if any) to sign a liability release, agreeing to hold the Station, its corporate licensee, its parent, subsidiary and affiliated corporations, and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the Contest.
- d. The Station reserves the right to make changes in the rules of the Contest, including the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Station, any competition or prize-related event is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel or modify the Contest and shall not be required to award a substitute prize.

- e. Failure to comply with the Contest rules may result in a contestant's disqualification solely at the discretion of the Station.
- f. The Station is not responsible for typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of a prize.
- g. Copies of the written Contest rules and a list of winners (when complete) are available during regular business hours at the main studio of KMPS-FM, 1000 Dexter Ave N, #100, Seattle, WA 98109.