

Big Dog 97.9 Contest Rules LAST PRIZE STANDING

By participating in a contest on KXDG-FM and/or its website, entrants agree to the specific rules, terms and conditions provided for that particular contest as stated, either in addition to or in place of the Official General Contest Rules given here.

ELIGIBILITY AND ODDS OF WINNING:

No purchases necessary to enter. Purchase will not improve chances of winning. Contests are open to legal residents of the United States who are 18 years of age or older (unless otherwise specified), except employees of KXDG-FM, Zimmer Radio, Inc., affiliates, subsidiaries, and successor companies, contest sponsors, advertising and promotion agencies, contest prize suppliers, participating advertisers and immediate family members of anyone so situated. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related. If minors are permitted to participate in the contest, a parent or guardian of any participant who is a minor at the time of entry must sign a release on behalf of the minor to be eligible to receive a prize, and KXDG-FM reserves the right to refuse to award a prize to or on behalf of a minor. KXDG-FM contests are open to residents of Jasper, Newton, McDonald, Barton, Vernon, Lawrence, Barry and Dade counties in Missouri. Cherokee, Crawford, Bourbon, Neosho, Labette counties in Kansas. Ottawa, Craig and Delaware counties in Oklahoma. Contests are not available to users located in the European Economic Area.

HOW TO ENTER:

Except as otherwise provided in specific contest rules, entries may be submitted by telephone, fax, postal mail, email, or via KXDG-FM website. Contest entries must include entrant's name, address, daytime telephone numbers and age. All contest entries become the property of KXDG-FM, and KXDG-FM may use any of the entries for any purpose whatsoever, without further compensation to the entrant. **WARNING:** Contests heard on the radio station's Internet audio stream and HD channel are slightly delayed from the time the contests heard on the broadcast station, and will be running behind the broadcast signal. Thus, all contests heard are delayed. This delay may last up to several minutes. This means that when the broadcast station announces the cue to call for a contest, listeners to the online audio stream and HD channel will be at a greater disadvantage in participating over those listeners who hear the contests on a conventional FM radio.

Qualifiers will be taken during the 7a,8a,9a, Noon & 4pm hours Monday-Friday Plus random chances on the Big Dog APP. Giveaway date will be June 12th. Giveaway will be done by drawing on facebook Live. Qualification is no transferable.

You may only qualify once.

RESTRICTIONS AND LIMITATION OF LIABILITY:

One entry per person. One winner per household. Void where prohibited by law. Listeners may only win or qualify to win once every thirty (30) days. KXDG-FM reserves the right to extend the thirty (30) day rule to the length of any specific contest. KXDG-FM reserves the right to

cancel, terminate or modify the contest if it is not capable of completion as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any kind. The decision of KXDG-FM is final. All federal, state and local laws and regulations apply. KXDG-FM, Zimmer Radio, Inc. their subsidiaries and affiliates, their officers, directors, agents, stockholders, insurers, and employees, and their advertising and promotional agencies and sponsors assume no responsibility or liability whatsoever for damages, loss or injury resulting from participating in any contest or acceptance or use of any prize. In consideration of participation in a contest, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Entrant, on Entrant's behalf, and on behalf of Entrant's heirs, successors or assigns, administrators and personal representatives, does hereby COVENANT NOT TO SUE, FULLY RELEASE AND FOREVER DISCHARGE (i) KXDG-FM, (ii) Zimmer Radio, Inc and each of their respective direct and indirect subsidiaries, affiliates, partners and related entities, (iii) each of their respective directors, officers, employees, agents, insurers, attorneys, shareholders and representatives, and (iv) each predecessor, successor, and assign thereof, from and against any and all actions, charges, claims, losses, costs, damages, expenses (including attorneys' fees and expenses) and liabilities of any kind or character, whether known or unknown, in connection with, arising out of or in any way related to Entrant's participation in any contest.

a. Telephone Entries. If a contest accepts telephone entries, KXDG-FM and sponsors are not responsible for the inability of caller to complete the call during the call-in portion of the contest whether due to telephone equipment malfunctions; disconnections; busy lines; faulty, mistranscribed, misdirected, or misdialed telephone communications; or other circumstances. Only calls to the designated telephone number will be eligible to win. In the event a caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their call will be a winner. For a Contest that requires any one or more selected Entrant(s) to listen for their name to be announced on-air as a potential winner, (i) only the actual person who entered can win (or was deemed to have entered in the case of certain social network Contests or Club Contests) and must be the person who calls in (persons having the same name will be disqualified if not the actual Entrant), and (ii) the selected Entrant must only call the announced station phone number, which call must be received and answered by the Station within the exact period of time announced.

b. Fax and Mail Entries. If a contest accepts fax or mail entries (postal or electronic), KXDG-FM and its sponsors are not responsible for the late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries for any reason, including electronic or computer malfunctions that may affect the delivery or content of the entry, nor are they liable for any injury or damage to entrant's or any other person's computer or hardware related to or resulting from participating in or downloading any information necessary to participate in the contest.

c. Web Site Entries. In the event a contest accepts website entries, participants must accurately complete all required fields or entry will be deemed invalid. KXDG-FM and its sponsors shall have no liability for any malfunction of the Internet, KXDG-FM website or any other computer-related processor system. KXDG-FM is not responsible for any prize offered or any aspect of any contest appearing on an advertiser's web banner or hyperlink located on KXDG-FM website. The official KXDG-FM website site URL'S are www.bigdog979.com all other domains are not affiliated with KXDG-FM.

To enter, visit <https://www.bigdog979.com> (the "Website") (or an alternative website for a particular Contest hereinafter referred to as a "MicroSite"), or the Station's Facebook Fan Page

as instructed by Station, follow the links and instructions to enter the Contest, and complete and submit the online entry form during the Entry Period as announced. The online entry form may require for the Entrant to provide certain required contact information, along with any one or more of the following additional requirements: (i) answering survey questions; (ii) correctly answering trivia questions; (iii) making predictions or guesses with respect to certain upcoming events; and/or (iv) submitting Entrant-generated Content (for essay requirements, see Section 11(h)(i) below; for photo requirements, see Section 11(h)(ii) below; and for video requirements, see Section 11(h)(iii) below).

i. Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process or, in the alternative, may be required to become a member/participate in clubs of (for example, email clubs, text clubs, and rewards programs) or to receive solicitations from Station and/or its Sponsors.

ii. Some online Contests may allow Entrants to obtain “extra” entries if they “share” their entry with a friend and that friend validly enters that Contest using the link provided by the Entrant, provided that (i) the total number of “extra” entries can be capped at a maximum number of “extra” entries, as announced by Station, and (ii) if that friend previously entered that Contest through a link from another Entrant, his/her attempt to enter the Contest through subsequent shared links may not constitute a “valid” entry (in which case, subsequent Entrants will not get “extra” entries for that particular friend).

b. Listen for the Keyword/Code Word Online Contests: To enter, listen to the Station for the on-air personality to announce a designated keyword. Upon hearing the announcement, enter by visiting the “Contests” page on the Website, clicking the link for the specific Contest, and complete and submit the online entry form with all required information, including the announced keyword/code word.

c. Twitter Contests: To enter, log in to your existing account, or to sign up for a free account, with the social media network site Twitter, post a Tweet that includes both (1) the unique hashtag for the Contest as designated and announced by the Station and (2) the Station’s Twitter handle. Tweets that include any hashtag other than the designated hashtag, Tweets that include a Twitter handle other than the Station’s verified Twitter handle, and/or Tweets that do not include the designated hashtag for the Contest and/or the Station’s verified Twitter handle will not be accepted for Contest entry.

d. Instagram Contests: To enter, log in to your existing account, or to sign up for a free account, with the social media network site Instagram, (1) post an eligible photo as instructed by Station on Instagram, subject to compliance with the photo requirements in Section 11(h)(ii) below, and (2) include the unique hashtag for the Contest, as designated and announced by the Station. Posts that include any hashtag other than the designated hashtag, and/or posts that do include the designated hashtag for the Contest, will not be accepted for Contest entry.

D. For All On-Site/Entry Box Contests:

i. Entries must be deposited in the official entry box by the announced deadline.

ii. Only official entry blanks that are handwritten are eligible (no mechanical reproductions will be accepted).

iii. Official contest entry blanks are only available at the location of the official entry box, while supplies last.

b. On-Site/Entry Box Enter to Win Contests: To enter, visit the designated event and/or location as specified by Station, during the designated Entry Period, obtain an official entry form (available while supplies last), and legibly complete the entry form by hand writing all required

information, which may include without limitation, your first name and last name, complete address, city, state, zip code, phone number (including area code), and email address, and age. Failure to provide all required information may result in disqualification.

PRIZES:

Prizes are specified within individual contest rules. Prizes are non-transferable and non-exchangeable. No substitution or cash equivalent will be made. KXDG-FM reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason. If tickets to a performance are awarded as a prize, KXDG-FM is not responsible for any cancellation or rescheduling of the performance for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the performance not be rescheduled or vouchers not issued. Furthermore, KXDG-FM is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

Any prize involving travel, including without limitation prizes consisting in whole or in part of overnight accommodations and/or travel by air, rail, ship, or motor coach, will be based upon availability and subject to additional terms and restrictions imposed by Station, Contest sponsors, and/or other agents participating in the Contest and/or fulfillment of the prize, including without limitation blackout dates, peak period restrictions, expiration dates, and/or additional age restrictions imposed upon the winner and/or the winner's guest(s). These restrictions are not subject to negotiation. Winner's guests may be required to sign one or more liability release agreements before being authorized by Station or its sponsor to be allowed to participate as winner's guest on a trip. In addition, such winners and guest(s) are required to travel on the same itinerary, to which changes may not be made once booked, and are solely responsible for obtaining any international travel documents, visas or passports that may be required. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Overnight accommodations will consist only of standard double occupancy accommodations, and winner will be solely responsible for all ground transportation, for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees. Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses. Air travel will consist only of round trip coach air transportation to/from a commercial airport in/near the destination city from/to a commercial airport in the greater metropolitan area in which the Station is located, and the winner will be solely responsible for all ground transportation and for the pre-payment of any applicable taxes or airport, baggage, or government fees or charges.

Any prize that is awarded in the form of a gift certificate or gift card, the use and/or redemption of such certificate or card may be subject to additional terms and restrictions, including without limitation expiration date, specific locations at which such certificate or card may be redeemed, may be based on availability and may include black-out periods, restrictions or excluded items (i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.

Station and Sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of Station and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, Station is not responsible for any work stoppage, bankruptcy or other condition beyond Station's control that may affect Station's ability to provide any of the prizes. Station is not responsible for any expenses incurred by Contest winners as a result of such cancellations, delays or other circumstances beyond Station's control. In all instances in which winner has the right to select specific products, the choice of products offered may be limited by the Sponsor or certain specific products or manufacturers may be excluded, and Winner will receive additional information on such restrictions and limitations after they have been awarded the prize.

No Prize will exceed \$2,000 dollars

Only the Last Prize Standing (Left after all others have been knocked out) will be the prize to be giving away.

HOW TO CLAIM PRIZE:

Winners will be selected as described in the specific rules of each contest. Winners agree to appear at KXDG-FM's studios to claim the prize, unless alternate arrangements are acceptable to the KXDG-FM promotions department. KXDG-FM's address is 2702 32nd Street, Joplin, MO 6404 and prizes may only be claimed between the hours of 8:00a to 5:00p, Monday-Friday (no Holidays). In the event that a prize is mailed to the winner, pursuant to winner's prior written consent, winner assumes the risk of the prize's safe arrival. Winners must provide proof of age, photo identification and a valid taxpayer identification number or social security number before any prize will be awarded. The only accepted types of photo identification are government issued photo identifications, including a valid driver's license or United States passport. KXDG-FM reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in KXDG-FM's sole discretion. In addition, winners agree to execute an affidavit of eligibility, indemnification and release of liability before any prize is awarded. If the prize is travel tickets, travel partners, if any, must meet age eligibility requirements and must also execute an affidavit of eligibility, indemnification and release of liability prior to awarding the prize. Failure to execute any of these documents or comply with any of the terms will result in forfeiture of the prize. Winners have thirty (30) days from the date their name is first announced on the air, or by other disclosed mode of public dissemination, to claim and pick up their prize. Failure to claim and pick up prize within this time for any reason will result in forfeiture of the prize. KXDG-FM reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes. All federal, state and local laws and regulations apply. All federal, state and local taxes (including any sales taxes) are the sole responsibility of the winner. Prior to the delivery of any prize, KXDG-FM reserves the right to collect from the winner any taxes it deems appropriate. Any person winning over \$600 in prizes during any one year period 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. Any additional costs relating to the prizes, and incurred as a result of accepting the prizes, is the sole responsibility of the winner.

DISQUALIFICATION AND PENALTIES:

All participants agree to be bound by these rules. KXDG, in its sole discretion, further reserves the right to disqualify any person for (i) violating any of these rules, (ii) tampering with the entry process or the operation of the KXDG-FM website, (iii) gaining an unfair advantage in participating in the contest, (iv) obtaining winner status using fraudulent means, or (v) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

Furthermore, any resale or auction or attempt to resell or auction of KXDG-FM complimentary prizes, if any, will result in disqualification for all future KXDG contests. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, KXDG RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED 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 participants 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.

PUBLICITY RELEASE:

Unless prohibited by law, participation constitutes permission for KXDG-FM, Zimmer Radio, Inc. and contest sponsors, without any further obligation to the contest participant, to use participant’s name, voice, biographical data and likeness for promotional purposes.

By entering a Contest, Entrants understand that Station staff may choose to comment on, mock, poke fun at, and/or mimic any Entrant’s entry and/or performance. Entrants waive any right to make any claim against Station or any Contest sponsors with respect to any comments, disparaging or otherwise, made regarding such Entrant and/or his/her entry, entry materials, performance, voice, appearance, participation and/or any other information provided or disclosed to Station during the course of a Contest. Further, Entrant acknowledges and agrees that all entries and/or entry materials become the property of the Station and will not be acknowledged or returned.

ADDITIONAL TERMS AND CONDITIONS:

These rules apply to all KXDG-FM sponsored contests unless modified or superceded by rules

written for a specific contest, or if inapplicable for such a promotion or contest. In the event any specific contest rule conflicts with any of the general rules provided above, the specific contest rules prevail. KXDG-FM reserves the right in its sole discretion to supplement or make changes to the rules of any contest at any time without notice. KXDG-FM reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants. KXDG-FM shall not be responsible for any administrative errors involved in the execution of any contest. The decision of KXDG-FM program director or general manager are final. Copies of the Official Rules for any contest may also be attained by sending a self-addressed stamped envelope with the identity of the contest inquiry to: KXDG-FM promotions, 2702 East 32nd Street, Joplin, MO 64804.