## **OFFICIAL CONTEST RULES**

# Farmer John's "SoCal's Ultimate Tailgater" Contest:

### I. SPONSOR

KSPN AM Los Angeles & Farmer John (hereinafter collectively referred to as "Sponsor")

#### **II. ELIGIBILITY**

Entrants must be legal residents of Los Angeles, San Bernardino, Ventura, Riverside or Orange County, California and must be 18 years of age or older at time of entry.

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for ABC Radio Los Angeles Assets, LLC, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" means parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

### **III. HOW AND WHEN TO ENTER**

# NO PURCHASE NECESSARY.

To enter Farmer John's "SoCal's Ultimate Tailgater" Contest, entrants must send an e-mail to <a href="mailto:promotions@710espn.com">promotions@710espn.com</a> attaching a tailgating photo featuring entrant at a tailgating event with a FARMER JOHN product. Photo attachments must be in jpeg format and may not exceed 4MB in size. The email must include entrant's name, address, email address, and daytime and evening telephone numbers as well as date of birth and county of residence. All entries must be received by November 26, 2011 at 11:59 p.m. (PT), will remain the property of the Sponsor and will not be returned or acknowledged. Entrant must complete and return all required consents and releases as specified by Sponsor, which may include releases from other individuals appearing in the entry, in order to be considered for this contest. The Entrant is considered the person submitting the entry not someone who appears with the Entrant in an entry.

Entrants may only enter once during the entire 12-week contest period. Any attempt by an entrant to participate more than once shall result in their disqualification from the entire contest.

Entry must be the original work of the entrant, may not have previously won another competition, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Submission must be of your own property, no trespassing. If the Entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name

and likeness permissions from any person who appears in or is identifiable in the Entry or of the person who has taken the photograph. If any person appearing in the Entry is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consents to the submission and use of the Entry in the Contest, and to their posting on the station website and agrees to provide any further signed releases as required by the Sponsor.

Entries must comply with the following content guidelines to be eligible:

- Content may not be sexually explicit or suggestive, dangerous, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Content may not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content may not be obscene or offensive, endorse any form of hate or hate group;
- Content may not defame, misrepresent or contain disparaging remarks about Sponsor, or other products, people or companies;
- Content may not contain trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Content may not contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission;
- Content may not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content may not depict and may not itself be in violation of any law or otherwise.

Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.

### IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

During September 3, 2011 – November 26, 2011, a committee of ESPN personalities and management will select up to one (1) finalist per week for each of twelve successive weeks based on the photo's originality and creativity (35%), complexity (20%), visual and aesthetic quality (15%) and the compelling nature of the way the Farmer John product is integrated into the shot (30%). Each weekly finalist will be announced and featured on our web site on the 710 ESPN page of ESPNLA.com. On November 28, 2011, a different committee of ESPN personalities and management will select one of the finalists as the grand prize winner based on the same criteria articulated above. The winner will be notified by phone.

One (1) weekly winner will be selected during each of the following periods during which there are entries:

September 3-10, 2011

September 11-17, 2011 September 18-24, 2011 September 25-Ocotber 1, 2011 October 2-8, 2011 October 9-15, 2011 October 16-22, 2011 October 23-29, 2011

October 30-November 5, 2011

November 6-12, 2011 November 13-19, 2011 November 20-26, 2011

In the event a winner, in Sponsor's sole discretion, is deemed ineligible, fails to comply with contest procedures, or Sponsor is not able to get in touch with winner after reasonable efforts, then the winner will forfeit the prize, and it will be awarded to the entry from the same week's entry period with the next highest score.

#### V. PRIZES

The Grand Prize Winner will receive:

Farmer John Tailgate Package:

- \$2,500 cash to use towards travel expenses to a college football bowl game of choice and a \$2,500 gift certificate to VIP Tickets to purchase tickets (valid one year from date of issue).
- Farmer John gift package which includes one three-piece grilling utensil kit; \$50 worth of coupons for Farmer John product; two (2) Farmer John T-Shirts; and one Farmer John Beach towel and cooler bag.
- OD2608ALP Grandhall 26" Crossray Odeon Black Grill Liquid Propane.

Grand Prize Total Retail Value: \$6,299

There is no prize for the weekly winners except to be considered for the Grand Prize. All details of prize not set forth herein will be determined by Sponsor in its sole discretion. No cash equivalent or substitution of prize is offered, except in the sole discretion of Sponsor. Winner is responsible for all federal, state and local income taxes on the value of the prize, and will receive a tax form in 2012 reflecting the value of the prize awarded in 2011. No substitution or transfer of prize permitted, except by Sponsor.

# **VI. TO CLAIM PRIZE**

To claim prize, winner must:

- pick up prize from KSPN Studios within 30 days of notification of winning;
- provide proof of age, identity and residency, with valid California ID or driver's license, confirming eligibility;
- complete an IRS tax Form W-9; and,
- sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification .

#### **VII. RELEASES**

By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor and the contest administrator, which shall be final in all respects.

By participating in this contest and accepting any prize that they may win, entrants agree to be bound by these official rules and release discharge and hold harmless ABC Radio Lost Angeles Assets, LLC, its parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, in connection with participation in and/or this contest or acceptance, use, misuse, non-use or possession of any prize won or in connection with any contest-related activity, from claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property or personal rights related cause of action.

By entering, entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

If for any reason this contest is not capable of running as planned, or if this contest becomes corrupted or does not allow proper playing and/or proper processing of entries in accordance with these Official Rules for any reason; or if tampering, unauthorized interruption, actions by entrants, fraud or any other causes, in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of this contest, Sponsor reserves the right, at its sole discretion, to disqualify any entrant who tampers with the entry process, void any entries submitted fraudulently, modify or suspend the contest or terminate the contest and award the Grand Prize from all eligible, non-suspect entries (at Sponsor's sole discretion). Sponsor's failure to enforce any terms of these Official Rules does not constitute a waiver of that provision.

### VIII. MISCELLANEOUS; WINNERS' LIST

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For a list of winners, send a self-addressed, stamped envelope to 800 W. Olympic Blvd Suite A-200, Los Angeles, CA 90015 within 60 days after contest end date.