

## **Arizona Sports Character Counts** OFFICIAL RULES

The following sweepstakes is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this sweepstakes if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

***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:** KMVP-FM Arizona Sports 98.7, 7740 N. 16th Street, Suite 200, Phoenix, Arizona 85020.

**Contest Sponsor:** Environmental Conditioning Inc., DBA Parker and Sons, 3636 E. Anne Street Phoenix, Arizona 85040.

**1. Dates:**

- a. Contest entry begins Monday, August 21, 2023 5:00am MST and ends Sunday, December 3, 2023 5:00pm MST ("Nomination Period").

**2. Eligibility:**

- a. Nominee must be a legal resident residing Maricopa County, Arizona (proof of residency required).
- b. Nominator must be eighteen (18) years of age or older to at time of entry to submit a nomination. Nominee must be a high school student between the age of fourteen (14) years old and eighteen (18) years old and must be currently enrolled in grades ninth through twelfth.
- c. No purchase necessary to participate or win. Purchase will not improve chances of winning.
- d. You may not participate if you are an employee or agent of Arizona Sports 98.7, Environmental Conditioning Inc., DBA Parker and Sons ("SPONSOR") or any other entity associated with the sponsorship or conduct of the Contest, or if you are an immediate family member of any such employee or agent so situated (immediate family members 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).
- e. You may not participate if you have won any prize in any contests conducted by Arizona Sports 98.7 during the thirty (30) day period immediately prior to the start of the Contest.
- f. Contest entries must include:
- i. Your first name.
  - ii. Your email address.
  - iii. Your phone number.
  - iv. Brief description that expresses why you believe the individual you are nominating deserves to be named the Arizona Sports Character Counts Winner.

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- v. Student's name.
  - vi. Student's age.
  - vii. Student's grade level and name of High School Student is attending
- Incomplete entries will be disqualified.
- g. Prizes will not be awarded, even if announced, if you are not eligible in accordance with these rules.

### **3. How to Enter and Win:**

- a. To enter via text message, text the Keyword "CHARACTER" within the time period specified to enter the Sweepstakes. A link to an online entry form will be sent. By texting to enter the Sweepstakes, the listener consents to receive automated messages about the Sweepstakes on his or her cell phone. Standard message and data rates may apply. An individual may receive a maximum of ten (10) automated messages a month after entering the Sweepstakes. Text STOP to cancel automated messages.

Terms are available at the Station's Terms of Use. Station assumes no responsibility for charges incurred for text messaging, including, without limitation, any text messages or Sweepstakes notices from the Station. To be eligible to win, entrants in the Sweepstakes must provide all information requested in the online entry form that may include but is not limited to entrant's full name, email address, complete street address (including zip code), day and evening phone numbers, and date of birth to verify eligibility. P.O. Boxes are not permitted as addresses.

OR

- b. Visit [www.arizonasports.com/character](http://www.arizonasports.com/character). Enter all required information in the fields provided. Once you complete and submit your Nomination, it is final and may not be modified or edited further. Sponsor may, in its sole discretion, remove, delete and/or disqualify Nominations deemed to be inappropriate or otherwise noncompliant. A Nominee may be nominated more than once; however, there is a limit of one (1) Nomination per Nominator per valid e-mail address per household during the Nomination Period. Additional Nominations received from any Nominator, e-mail address or household thereafter will be void. In the event of a dispute as to the identity or eligibility of the Nominator, the Nomination will be declared made by the Authorized Account Holder of the e-mail address provided at the time of Nomination and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person eighteen (18) years of age or older who is assigned to an e-mail address by an Internet access provided, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All required information must be completed to submit a Nomination. Incomplete Nominations will be disqualified. Sponsor reserves the right, in its sole discretion, to void any and all Nominations of a Nominator who submits more than one Nomination using multiple/different addresses, identities, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper administration of this Contest. Proof of entering information is not considered proof of delivery to or receipt by Sponsor of a Nomination. Released Parties, as defined below, are not responsible for: lost, late, incomplete, illegible, incorrect, inaccurate,

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damaged, delayed, garbled, undelivered, or misdirected Nominations or emails. Any use of robotic, automatic, programmed method or any other method which subverts the Nomination process will void all such Nominations by such methods. All Nominations become the property of Sponsor.

- c.** Grant of Rights: By submitting a Nomination, Nominator on his or her own behalf and on behalf of the Nominee (with the Nominee's permission) grants and assigns to Arizona Sports 98.7, Sponsor and its designees all right, title and interest in and to the Nomination, including, without limitation, all copyright, trademark and other intellectual property rights therein and grants and assigns to Sponsor and its designees a worldwide, royalty-free, perpetual, unrestricted, irrevocable and fully sublicensable right and license to consider, disclose, use, re-use, reproduce, modify, digitize or enhance, adapt, change, edit, publish, translate, exploit, creative derivative works from, distribute, redistribute, and/or display the Nomination (in whole or in part) and/or incorporate all or part of Nominator's Nomination in other works all in a manner and in any form, format, or media anywhere in the world at any time, as well as in connection with any distribution or syndication arrangement with third parties or third-party sites, in any media format or medium and through any media channels and for any purpose, without further notice or compensation to Nominator or Nominee. Sponsor and its designees have the right to use any and all Nominations, and any and all elements appearing in the Nomination, including names, likenesses, symbols and phrases of any kind for future advertising, marketing, commercial, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity without compensation or notice to Nominator. Nominator waives any and all "moral rights" under the United States Copyright Act and international treaties that it may have in the Nomination. Your submission of a Nomination constitutes your representation of Nominator's and Nominee's eligibility. Nominator's and Nominee's consent to participate in this Contest, and Nominator's and Nominee's consent of Sponsor to obtain, use, and transfer Nominator's and Nominee's name, address, and other information for the purpose of Contest administration.
- d.** Sponsor is in no way obligated to use any Nomination and Nominator may or may not be given any credit or attribution if the Nomination is subsequently used. Nominator and Nominee agree to waive all claims to receive any royalties of any kind now or in the future from Sponsor or its designees for any use of any Nomination, including, without limitation, copyright or trademark royalties and Nominator and Nominee represent, warrant and agree that no other party is entitled to claim any royalties from the use of the Nomination as set further in these full Official Rules.

By submitting a Nomination, Nominator represents and warrants that (i) he/she has permission from the Nominee to submit the Nomination, (ii) the Nomination is original and is Nominator's own work and does not infringe or violate any third party's copyright, trademark, patent, trade secret, defamation, privacy, publicity, false light, idea misappropriate or any contractual rights or any other rights; (iii) the Nomination is true, accurate and verifiable and is an expression of his/her personal experience and/or belief; (iv) Nominator has not copied or used other works of others in the Nomination without

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permission or right to do so, and (v) no other persons other than Nominator and Nominee have any right, title or interest in any part of the Nomination.

Nominations may not contain any of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Nominator or for which the Nominator has not obtained owner's permission to use; (ii) materials bearing profanities or that are lewd, obscene, pornographic, disparaging, indecent or that are otherwise deemed to be inappropriate by Sponsor; (iii) materials which bear the name or likeness of any celebrity, living or dead or which contain visible identifiable or potentially identifiable information including but not limited to phone numbers, website links, street addresses, email addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (vi) violence in any form; (vii) materials which are derogatory to Sponsor, its products or services or any affiliated entity or person; (viii) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; and (ix) materials which do not comply with all other requirements in these Official Rules or that violate any law. Nominations which do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any Nomination which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or the Contest or potentially damaging to its, the Contest's, or another's image or reputation.

Contest Judging: All eligible Nominations will be judged by a panel of qualified judges, whose decisions are final and binding, to determine the winners using the following criteria: Reasons expressed by Nominator as to why Nominee deserves to be named to the "Arizona Sports Character Counts Winner". Judges may also use other sources of information to assess each nomination (i.e. news story, letters of reference etc.). Grand Prize winner will be chosen from amongst the ten (10) finalists by a panel of qualified judges chosen by Arizona Sports 98.7 and Sponsor, whose decisions are final and binding based on the reasons expressed by Nominator as to why the Nominee deserves to be named as the Arizona Sports Character Counts Winner.

#### **4. Notification/Prize(s):**

Two (2) Character Counts finalists will be selected on September 26, 2023, Two (2) Character Counts finalists will be selected on October 18, 2023, Two (2) Character Counts finalists will be selected on November 8, 2023, Two (2) Character Counts finalists will be selected on November 22, 2023 and Two (2) Character Counts finalists will be selected on December 5, 2023 and will be featured in a story on [www.arizonasports.com](http://www.arizonasports.com), and will be invited to attend the Character Counts Awards Ceremony in February, 2024 (exact date and location TBD). Each finalist must be available for an interview and/or video testimonial to be aired on Arizona Sports 98.7 FM and/or on [www.arizonasports.com](http://www.arizonasports.com). Each selected finalist will be notified by telephone within five (5) business days of the aforementioned selection date(s) at which time a date and time will be scheduled for the finalist to be interviewed by an Arizona Sports' Reporter.

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- a. One (1) Grand Prize Arizona Sports Character Counts winner will receive a \$10,000 scholarship. (ARV: \$10,000) to be awarded at the Character Counts Awards Ceremony in February, 2024 (exact date and location TBD).
- 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.

**5. Tie Breaker Information:**

- a. In the event of a tie for a prize, the tie breaker will be determined from among all tied potential winner(s) by the Sponsor. The Sponsor, at its sole discretion, shall make the final decision to resolve any tie.

**6. How to Claim Prize(s):**

- a. Winner(s) will be contacted by Arizona Sports 98.7 by telephone.
- b. Finalist must be present (either in-person or virtually via ZOOM or other TBD virtual meeting technology) at the Character Counts Awards Ceremony to be eligible to win the \$10,000 scholarship.
- c. In the event that a prize is mailed to you, pursuant to your prior written consent, you assume the risk of the prize's safe arrival. The Released Parties, as defined below, are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping.
- d. Before any prize(s) will be awarded, you may be asked to provide:
  - i. Proof of age.
  - ii. Photo identification (the only accepted types of photo identification are government issued photo identifications, including a valid driver's license or United States passport).
  - iii. A valid taxpayer identification number or social security number.
- e. Arizona Sports 98.7 reserves the right to deny awarding the prize if you fail to provide satisfactory identification, as determined at Arizona Sports 98.7 discretion.
- f. All federal, state and local taxes (including any sales taxes) are your sole responsibility.
- g. Prior to the delivery of any prize, Arizona Sports 98.7 or their agents reserve the right to collect any taxes it deems appropriate from you.
- h. If you win over \$600 in prizes during any one year period you 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.
- i. Any additional costs relating to the prizes, and incurred as a result of accepting the prizes, is your sole responsibility as the winner (gratuities, etc.).
- j. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner release, forever discharge, indemnify, and hold harmless Station, its officers, directors, affiliates, subsidiaries, parent companies, 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

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- 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 officers, directors, affiliates, subsidiaries, parent companies, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.”
- k.** 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 Phoenix, Arizona; (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. Arizona law governs the interpretation and construction of these Official Rules and all aspects related thereto.
  - l.** You agree to execute an affidavit of eligibility and publicity release before any prize is awarded.
  - m.** Failure to execute any of these documents or comply with any of the terms will result in forfeiture of the prize.
  - n.** Signing for the prize(s) indicates you have received the prize(s), abide by these rules, and the publicity disclaimer. Prize is forfeited upon refusal to sign or provide required information.
  - o.** Arizona Sports 98.7 reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.
  - p.** If tickets to a performance or other event are awarded as a prize, Arizona Sports 98.7 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.
  - q.** If the prize is travel tickets, your 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.
  - r.** Arizona Sports 98.7 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.
  - s.** Prizes are non-transferable.
  - t.** Prizes may not be exchanged for cash equivalent or alternate prizes unless acceptable to Arizona Sports 98.7
  - u.** Prize expiration will not be extended if certificate(s) is lost or stolen.
  - v.** Arizona Sports 98.7 reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason.
- 7. Restrictions:**
- a.** Void where prohibited by law.
  - b.** All federal, state, and local laws and regulations apply.

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#### **8. Conditions:**

- a. Arizona Sports 98.7, our sponsors and agents are not responsible for any:
  - i. Internet, e-mail, technical, hardware, software, or transmission failures of any kind.
  - ii. Entries that are lost, mutilated, illegible, inaccurate, incomplete, garbled, delayed.
  - iii. Telephone calls or faxes that fail to be completed due to either equipment malfunction, busy lines, dropped lines, tied lines, or dialing the wrong number (if in doubt, contact your local telephone service provider prior to participating in the Contest).
  - iv. Equipment malfunctions or human error in the process of processing submissions for promotions, games, or contests which may limit your ability to participate.

*In any of these cases, another entrant will qualify whether caused by Arizona Sports 98.7, you, or third parties.*

- b. Arizona Sports 98.7 reserves the right, in its sole discretion, to cancel, modify, or suspend a promotion, game, or 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.
- c. 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: [www.arizonasports.com](http://www.arizonasports.com) within twenty-four (24) hours of the change and periodically thereafter.
- d. If you use fraudulent means to participate and/or win the Contest, you will be disqualified.
- e. The decision of Arizona Sports 98.7 management is final.
- f. Arizona Sports 98.7 is not liable for any injury or loss incurred in pursuit or use of prize(s).
- g. Publicity Release: Unless prohibited by law, your participation constitutes permission for Arizona Sports 98.7, Bonneville International Corporation and Contest Sponsors, without any further obligation to you, to use your name, voice, biographical data and likeness for promotional purposes.
- h. Calling Arizona Sports 98.7 to participate in the contest constitutes permission for Arizona Sports 98.7 to record your voice and use it on-air. All telephone calls during the contest may be recorded without permission from you.
- i. Your Contest entry becomes the property of Arizona Sports 98.7 and Sponsor and Arizona Sports 98.7 and Sponsor may use any of your entry for any purpose whatsoever, without further compensation to you.

#### **9. Disqualification and Penalties:**

- a. Arizona Sports 98.7, in their sole discretion, further reserves the right to disqualify you for:

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- i. Violating any of these rules.
  - ii. Tampering with the entry process or the operation of [roofingchecklist.com](http://roofingchecklist.com).
  - iii. Gaining an unfair advantage in participating in the Contest.
  - iv. Obtaining winner status using fraudulent means.
  - v. Engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.
- b. Furthermore, any resale or auction or attempt to resell or auction of Arizona Sports 98.7 complimentary prizes, if any, will result in disqualification for all future Arizona Sports 98.7 contests.
- c. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR [WWW.ARIZONASPORTS.COM](http://WWW.ARIZONASPORTS.COM) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, ARIZONA SPORTS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **10. 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: [www.arizonasports.com](http://www.arizonasports.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.

#### **11. Rules**

- a. Copies of these rules are available:
- i. [www.arizonasports.com](http://www.arizonasports.com).
  - ii. At the Arizona Sports 98.7 studios during regular business hours at the address below.
  - iii. By sending a request, along with a self-addressed stamped envelope no later than March 31, 2024, to **Arizona Sports Character Counts c/o Arizona Sports 98.7 FM, 7740 N. 16th Street, Suite 200, Phoenix, Arizona 85020**