

Arizona State Fair Kid Correspondent

OFFICIAL RULES

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: KTAR NEWS 92.3 FM, 7740 N. 16th Street, Suite 200, Phoenix, Arizona 85020.

Contest Sponsor: Arizona State Fair, 1826 W. McDowell Road, Phoenix, AZ 85007

1. Dates:

- a.** Contest entry begins Monday, August 26, 2019 5:00am MST and ends Sunday, September 15, 2019 5:00pm MST ("Nomination Period").

2. Eligibility:

- a.** You must be a legal resident residing in 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 between the age of eight (8) and fourteen (14) years old as of September 15, 2019.
- 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 KTAR, The Arizona State Fair ("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 KTAR News 92.3 FM during the thirty (30) day period immediately prior to the start of the Contest.
- f.** Contest entries must include:
- i.** Parent/Guardian first & last name
 - ii.** Parent/Guardian email address
 - iii.** Parent/Guardian phone number
 - iv.** Brief description that expresses why you believe the individual you are nominating deserves to be named as the 2019 Arizona State Fair Kid Correspondent.
 - v.** Child's name.
 - vi.** Child's date of birth

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.** Text "FAIR" or "FARE" to 411923. You will receive a link to an entry form. Enter all fields required (as stated in the above), click the submit button. STANDARD TEXT MESSAGING RATES, AS ESTABLISHED BY AN INDIVIDUAL'S WIRELESS CARRIER, WILL APPLY, AND THE STATION ASSUMES NO RESPONSIBILITY FOR ANY FEES OR CHARGES INCURRED FOR AND ASSOCIATED WITH ANY TEXT MESSAGE SENT TO OR FROM THE STATION.

OR

Arizona State Fair Kid Correspondent

OFFICIAL RULES

- b.** Visit (<http://ktar.com/shortal/azstatefair/>), complete and submit the entry form in its entirety.
- c.** All entries must be received and recorded during the contest Period.
- d.** 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 are not responsible for: lost, late, incomplete, illegible, incorrect, inaccurate, 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.
- e.** 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 KTAR News 92.3 FM, 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" Nominator 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.
- f.** 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.

Arizona State Fair Kid Correspondent

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 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.

- g.** Ten (10) Qualifiers will be selected and notified on Thursday, September 19, 2019. Each qualifier will be asked to submit a link via email to a short (:30 second maximum) "audition" video demonstrating their ability to be the 2019 Arizona State Fair Kid Correspondent. Video submissions are due by Thursday, September 26, 2019, 5:00pm MST. The ten (10) videos will be judged by a panel of qualified judges, whose decisions are final and binding, to determine the winner using the following criteria: Creativity, personality and the ability to clearly articulate. One winner will be selected on or about Friday, September 27, 2019.

4. Prize(s):

The following prize package(s) will be awarded as follows:

- a.** Ten (10) Qualifiers will each receive Four (4) tickets for the 2019 Arizona State Fair (ARV: \$48),
- b.** One (1) Grand Prize Arizona State Fair Kid Correspondent winner will receive VIP Access to the Arizona State Fair including: Four (4) tickets and twelve (12) ride credits for Saturday, October 5, 2019 where he/she will be the designated Arizona State Fair Kid Correspondent and will be video and audio recorded reporting on various fair events, games, concessions and rides, (the recording may air on AZStateFair.com, KTAR News 92.3 FM and/or KTAR.com) and Four (4) reserved seats to the concert of his/her choice (includes admission for four to the 2019 Arizona State Fair on day of concert). (ARV: \$240).

Arizona State Fair Kid Correspondent

OFFICIAL RULES

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):**

- h. Winner(s) will be contacted by KTAR News 92.3 FM.
- i. Grand Prize winner must be available to attend and record their “coverage” of the Arizona State Fair on Saturday, October 5th, 2019 and must be available to attend a 30-60 minute recording session at the KTAR Studios (at 16th Street and Northern) on Tuesday Oct 8th, 2019.
- j. 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.
- k. KTAR News 92.3 FM reserves the right to deny awarding the prize if you fail to provide satisfactory identification, as determined at KTAR News 92.3 FM discretion.
- l. All federal, state and local taxes (including any sales taxes) are your sole responsibility.
- m. Prior to the delivery of any prize, KTAR News 92.3 FM or their agents reserve the right to collect any taxes it deems appropriate from you.
- n. 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.
- o. 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.).
- p. You agree to release and indemnify KTAR News 92.3 FM their officers, directors, agents, parent companies, subsidiaries, employees, sponsors or any other entity affiliated with the contest (the “Released Parties”), from any and all claims, demands, and/or causes of action or any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arises out of participation in the contest.
- q. You agree to execute an affidavit of eligibility and publicity release before any prize is awarded.
- r. Failure to execute any of these documents or comply with any of the terms will result in forfeiture of the prize.
- s. 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.
- t. KTAR News 92.3 FM reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.
- u. If tickets to a performance or other event are awarded as a prize, KTAR News 92.3 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.
- v. 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.
- w. KTAR News 92.3 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.
- x. Prizes are non-transferable.

Arizona State Fair Kid Correspondent

OFFICIAL RULES

- y. Prizes may not be exchanged for cash equivalent or alternate prizes unless acceptable to KTAR News 92.3 FM
- z. Prize expiration will not be extended if certificate(s) is lost or stolen.
- aa. KTAR News 92.3 FM reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason.

2. **Restrictions:**

- a. Void where prohibited by law.
- b. All federal, state, and local laws and regulations apply.

3. **Conditions:**

- a. KTAR News 92.3 FM, 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 KTAR News 92.3 FM, you, or third parties.
- b. KTAR News 92.3 FM 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. KTAR News 92.3 FM in their sole discretion, may award prizes to entries received by alternate means.
- c. If you use fraudulent means to participate and/or win the contest, you will be disqualified.
- d. The decision of KTAR News 92.3 FM management is final.
- e. KTAR News 92.3 FM is not liable for any injury or loss incurred in pursuit or use of prize(s).
- f. **Publicity Release:** Unless prohibited by law, your participation constitutes permission for KTAR News 92.3 FM, Bonneville Media Corp. and contest sponsors, without any further obligation to you, to use your name, voice, biographical data and likeness for promotional purposes.
- g. Calling KTAR News 92.3 FM to participate in the contest constitutes permission for KTAR News 92.3 FM to record your voice and use it on-air. All telephone calls during the contest may be recorded without permission from you.
- h. Your contest entry becomes the property of KTAR News 92.3 FM and sponsor and KTAR News 92.3 FM and sponsor may use any of your entry for any purpose whatsoever, without further compensation to you.

4. **Disqualification and Penalties:**

- a. KTAR News 92.3 FM, in their sole discretion, further reserves the right to disqualify you for:
 - i. Violating any of these rules.
 - ii. Tampering with the entry process or the operation of 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.

Your participation in this promotion, acknowledges your acceptance of these OFFICIAL RULES.

Arizona State Fair Kid Correspondent

OFFICIAL RULES

- b. Furthermore, any resale or auction or attempt to resell or auction of KTAR News 92.3 FM complimentary prizes, if any, will result in disqualification for all future KTAR News 92.3 FM 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.KTAR.COM, KTAR.COM/SHORTAL/AZSTATEFAIR OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, KTAR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

5. Rules

- a. Copies of these rules are available:
 - i. www.ktar.com
 - ii. At the KTAR News 92.3 FM studios during regular business hours at the address below.
 - iii. By sending a request, along with a self-addressed stamped envelope no later than December 31, 2019, to **Arizona State Fair Kid Correspondent c/o KTAR News 92.3 FM** at the address below.
 - iv. **7740 N. 16th Street, Suite 200
Phoenix, Arizona 85020**

7. 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.ktar.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.