

## **94.7 KUMU's Big Money Minute**

### **Official Contest Rules**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.  
MUST BE AT LEAST 18 YEARS OF AGE TO ENTER AND WIN ANY PRIZE.**

1. **PRELIMINARY INFORMATION:** The ("Contest Period") runs from 12:01 a.m. Hawaii Standard Time ("HST") on August 7, 2023 and concludes on the sooner of 9:00 a.m. (HST) on October 13, 2023, or when the final prize is awarded from the \$3,000 (USD) Prize bank. Pacific Radio Group, Inc. (the "Sponsor") will conduct the 94.7 KUMU Big Money Minute (the "Contest") as further described in these Official Rules. The Contest is administered by Pacific Radio Group, Inc., located at 1100 Alakea St., 29<sup>th</sup> Floor, Honolulu, HI 96813.
  
2. **HOW TO ENTER:**
  - Visit <https://kumu.com/bigmoneyminute2023/> (the "Website") during the Contest Period and follow the online instructions to complete and submit the online entry form available on the Website. Entries (each, an "Entry" and collectively the "Entries") may be received through the Website throughout the Contest Period. No other forms of entry are valid. One entry per person, per day will be allowed, however, only one email address may be used per person, and multiple entrants are not permitted to share the same email address, nor may submissions be entered on behalf of another person with or without their consent.
  - After Entry submission(s), Eligible Contest Participants will be selected by random drawings throughout the Contest Period. Entrants may receive a call back from an authorized employee of Sponsor as a finalist to be an eligible on air Contest Participant during the Contest Period if they are selected in one of the random drawings. Receiving a call back does not confirm participation in the contest. If eligible on air Contest Participants cannot be reached, alternate Contest Participants may be selected by random drawing. On air Contest will be broadcasted on 94.7 KUMU radio station at approximately 7:10 a.m. (HST) and 8:10 a.m (HST) every weekday beginning August 21, 2023 and ending at conclusion of the Contest Period.

If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard message and data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges. Entries will be deemed made by the authorized account holder of the email address submitted on the online entry form (the

"Participant"). The Participant is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Entries submitted will not be acknowledged or returned. Use of bots or any device to automate Entries is prohibited and may result in disqualification at Sponsor's sole discretion. Proof of submission of an Entry shall not be deemed proof of receipt by Pacific Radio Group, Inc. ("PMG"). PMG's computer is the official time keeping device for the Contest. PMG is not responsible for Entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technological problems. All Entries become the property of Sponsor. By submitting an Entry, Participants hereby acknowledge and agree that the Entry, or portions thereof, may be shown on any of Sponsor's associated websites, other social media platforms, and on-air and streaming without prior consent by or notice to the Nominee or Business and for no additional compensation. Further, each Participant submitting an Entry to PMG certifies that the Entry is his or her own original work, and that he or she has the right to allow the publication of the Entry without restriction, that the Entry is suitable for publication, and PMG's use of the Entry will not infringe the rights of any third parties (e.g., copyrights, rights of publicity, etc.).

3. **ELIGIBILITY:** The Contest is open only to individuals who are legal residents of the United States and currently reside **on Oahu** for prize redemption and who are 18 years of age or older at the time of entry. Void where prohibited or restricted by law. Employees, contractors, directors, and officers of Pacific Radio Group, Inc. ("PMG"), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees are ineligible to play and win. Any declared official Winner ("Winner") of the Contest must not have won a prize from Sponsor within the last thirty (30) days.
4. **PRIZE AND APPROXIMATE RETAIL VALUE:** Subject to compliance with all of the terms and conditions of these Official Rules, each weekday during the Contest Period, two eligible Contest Participants will (each) be eligible to win one (1) \$500 USD ("Prize"). Prior to being eligible to win a Prize, eligible Contest Participants will be contacted to answer ten (10) questions in sixty (60) seconds on-air on 94.7 KUMU radio station. If all 10 questions are answered correctly within those 60 seconds, each Big Money Minute on-air Contest Participant will be eligible to receive one Prize. ARV of Prize is \$500.

Prize winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the Prize(s) is based on the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. The Winner(s) may be required to provide Sponsor with a valid social security number or tax identification number before the Prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner(s), for the actual value of the Prize(s) received. If any potential Winner is unable or unwilling to pay for such taxes, the potential Winner must forfeit the prize in its entirety and an alternate Winner may, in the sole discretion of Sponsor, be selected in a manner determined by Sponsor, in its sole discretion. Prize(s) unclaimed after thirty (30) days from date of notification of winning will be forfeited. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prize(s). If the Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize.

5. **WINNER NOTIFICATION:** Selected eligible Contest Participants and eligible Prize Winners will be notified by: (a) phone call to the provided phone number in the applicable Entry. Receiving a call back does not confirm participation in the contest. Each potential on air eligible Contest Participant will be required to respond within two (2) hours to confirm potential participation for being included in the Big Money Minute on air contest, and after answering ten (10) questions correctly within sixty (60) seconds, each eligible Prize Winner will be required to respond within twenty-four (24) hours after follow-up contact from Sponsor, or Prize may be forfeited and then be awarded to an alternate Winner. Sponsor is not responsible for suspended or discontinued wireless or land line phone service which may result in a potential Winner not receiving initial Prize notification. Upon potential Prize Winner's response to qualification, the potential Prize Winner may be sent an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) to be signed and returned within the number of days indicated on the Affidavit of Eligibility. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within twenty-four (24) hours after delivery to potential Winners; (iii) any required documents are not returned within thirty (30) days; or (iv) if a Winner is unable to accept the Prize as stated, the Prize may be forfeited and then be awarded to an alternate Winner.

**6. LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of any network or wireless service, the Internet or the Website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; or (f) any injury or damage to Participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Contest through upload or download of any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, Sponsor shall immediately suspend all Entries and/or drawings and Prize awards, and Sponsor reserves the right to award any remaining Prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect Entries received up to the time of the impairment, and subject to verification of eligibility and compliance with the terms of these Official Rules, the potential Winner(s) will be declared the official Winner(s) of the Contest ("Winner"). Sponsor shall not have any further liability to any Participant in connection with the Contest. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Contest Period for clarification purposes without materially affecting the terms and conditions of the Contest.

**7. WINNER RELEASES:** By participating in or entering this Contest, Participants agree to be bound by these Official Rules as may be amended from time to time, release Sponsors from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of this Contest, the receipt, ownership or use of any Prize awarded, or while preparing for any Prize-related activity, or any typographical or other error in these Official Rules, or the announcement or offering of

any Prize. The Sponsor does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any Prizes and regarding the use, value or enjoyment of the Prize, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose. Except where prohibited by law, Winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the Winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor. Participants agree to indemnify, defend and hold harmless Sponsor and their managers, officers, and employees from and against any and all claims, demands, penalties, suits, actions, losses, damages, and costs and expenses in connection therewith arising out of the Prize.

8. **GENERAL CONDITIONS:** This Contest is governed by the laws of the United States and of the State of Hawaii without respect to conflict of law doctrines. Prize Winner is solely responsible for any and all taxes and related expenses on the Prize, and may receive an IRS Form 1099 for the ARV of the Prize. Unclaimed prize(s) will not be awarded. The Prize is non-transferable, and must be accepted as awarded, with no substitutions of any kind, whether in cash or otherwise, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the prize, or any portion thereof, with a prize, or such portion, of equal or greater value, as determined by Sponsor in its sole discretion, if the prize or any portion thereof cannot be awarded as described herein for any reason. Any costs or expenses on the receipt and use of the Prize not specifically mentioned herein are solely the responsibility of the Winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a Prize not accepted by Winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws & regulations apply.

9. **CONDUCT:** By participating in this Contest, Participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of this Contest; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR

UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **MISCELLANEOUS:** The Sponsors are not responsible or liable to any Participant, Winner or any other person claiming through such Participant or Winner for failure to supply the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sponsor's sole control. All taxes, related fees, other costs and expenses related to Prize acceptance and use not specified in the specific Contest rules as being provided are the sole responsibility of prizewinner.

If a Contest is a call-in to win Contest and/or a telephone is needed to participate in the Contest, Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. Sponsor disclaims all liability for the inability of a Participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Sponsor's control, or otherwise.

11. **PRIVACY POLICY**

Information collected by Sponsor in connection with this Promotion may be used by Sponsor, and shared with third parties involved in administration of the Promotion. The Participant agrees to the collection, processing and storage of his/her personal data by Sponsor for the purposes of the Promotion. All entrant information submitted via the Website and shared with, or otherwise made available to, Sponsor in connection with the Contest, will be subject to, and treated in a manner consistent with PMG Sponsor's Privacy Policy accessible at <https://kumu.com/privacy-policy/>. If you are a verified as the Winner, your name, city and state may be included in a publicly-available winner's list.

12. **WINNER IDENTIFICATION**

Eligible Winners will be announced on-air on 94.7 KUMU radio station during each on air Big Money Minute Contest if completion of answering ten (10) questions in sixty (60) seconds was achieved by using Sponsor's time-keeping device.

For identification of the Winners within the full Contest Period, please send a written request along with a self-addressed stamped envelope to:

**Pacific Radio Group, Inc.**  
1100 Alakea St., 29<sup>th</sup> Floor  
Honolulu, HI 96813