### Kaya Fest Texting Contest Rules

**Eligibility**

(a) No purchase necessary to enter or win.

The Contest will begin on Monday, April 1st, 2019 and end on Friday, April 5th, 2019. The deadline for entries is Friday, February 9th, 2019 at 10:00am (Mountain) (b) To participate in the Contest, you must listen to the participating radio station in your area during the designated times to listen. During those specific times per day, a secret keyword will be given over the air. When you hear the secret keyword you must text the keyword to 88474. One random listener will be chosen and contacted via the phone number they used to text in (the call to the listener will be coming from an “UNKNOWN” or 602 area code number per the times listed below.\* IF contact is made with the randomly chosen listener, they will be awarded a trip to Miami to attend The Kaya Fest on Saturday, April 20th.

 Grand Prize Trip Includes:

* Round Trip Economy Flights for two people
* Hotel stay for two people
* 1 Pair of GA tickets to the Kaya Fest in Miami

If you are listening to a participating station in your area via internet streaming or smartphone app you are eligible to participate in the Contest. However, due to streaming delays, you may have difficulty participating in this on-air contest. Depending upon the length of the streaming delay, the entry window may be shortened or have already closed by the time you hear the call to enter. Listeners interested in participating in the Contest should listen to a participating station over the air on the radio.

TEXT MESSAGE BOUNCE BACK RESPONSE WILL BE AS FOLLOWS **“You are now entered for your chance to win a trip to the Kaya Music Fest in Miami with live performances by Sean Paul and more. You will be notified if you have won. Msg & Data Rates May Apply”** Any response varying from this verbiage is not deemed an official text entry.

Sponsors are not responsible for technical, cell phone or computer failures, errors or data loss of any kind, lost or unavailable Internet connections, failed, incomplete, garbled or deleted computer or network transmissions, inability to access any website or online service, any other error or malfunction, late, lost, illegible or misdirected entries, or for printing errors in any advertisement, entry form or the rules. By use of this website and by entering the Contest, you agree to the Station’s Web Site Terms of Use Agreement. Entry deemed made by holder of phone number.

Sponsor is not responsible for telephone service outages, delays, equipment malfunctions, busy signals, hang-ups, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or voicemails or other technological difficulties that may prevent an individual from completing his/her telephone call, or for printing errors in any advertisement, entry form or the rules.

**Prizes and Odds of Winning.** (a) 1 Grand Prize will be awarded by randomly drawing phone number from text entry. The Sponsors reserve the right to award any prizes that are not claimed within 60 days of notification in future promotions conducted by the Sponsors. (b) Odds of winning depend on number of participants. (c) All winner information will be collected at the time of winning. Any prize or prize certificate not claimed within 60 days of notification will be forfeited by the winner.

**Winner Selection and Notification.**
(a) Decisions of Tino Cochino Radio with respect to the Contest are final.
(b) Winners will be randomly chosen 1 time a week. One random listener will be chosen and contacted via the phone number they used to text in (the call to the listener will be coming from an “UNKNOWN” or 602 area code number per the times listed below. They will be notified by Tino Cochino Radio and will be recorded for future play back. Tino Cochino Radio staff will call/try the phone number 3 times within a 5-minute window before deeming the number disqualified and moving to the next randomly selected winner. IF contact is made with the randomly chosen listener, they will be awarded The Grand prize. In the event there is no winner, prizes will be awarded to the next randomly chosen qualifier. Winners will be chosen by random number generator. If no randomly selected entrant has answered the calls from Tino Cochino Radio at the time that 45 minutes has expired, no prize will be awarded.

Conditions:

1. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner’s full Social Security Number for receipt of any prize valued at $600 or more or for any prizes awarded by the station conducting the Promotion in a calendar year with an aggregate value of $600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.
2. Participating in the Promotion and acceptance of a prize constitutes a winner’s and guest’s (where applicable) permission for the Tino Cochino Radio or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, Tino Cochino Radio may, where legal, require a winner (and guest or travel companion,
where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release. In the case of a conflict in this paragraph 3 b and any similar paragraph in contest specific rules the general specific rules will govern.
3. To the fullest extent permitted by law, by participating in the Promotion, you:
4. agree to grant Tino Cochino Radio a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the “Materials”), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party; ii. acknowledge that Tino Cochino Radio reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are at least as old as the age of majority in your state; you have the full legal right, power and authority to grant to Tino Cochino Radio the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor’s likeness in them Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

1. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, Tino Cochino Radio in its sole discretion may require verification of Promotion winner’s or winners’ identification by a showing of valid government-issued photo identification.
2. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the station conducting the Promotion, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the “Released Parties”) against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. Tino Cochino Radio may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.
3. The station conducting the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the station’s website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The station conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is
not capable of completion as planned or if any fraud, technical failures or any factor beyond the station’s control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the station in is sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Tino Cochino Radio reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station’s failure to
enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the station conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.
4. The Released Parties are not
responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Tino Cochino Radio ’s control.
5. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:
6. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
7. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys’ fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

1. any claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules, will be resolved pursuant to the laws of the State or Commonwealth in which the station conducting the Promotion is located, without regard to the conflicts of laws and rules of that State or Commonwealth;
2. any claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules will be resolved in a tribunal within the State or Commonwealth in which the station conducting the Promotion is located, and you submit to the jurisdiction of, and
waive all objections to the jurisdiction or venue of, such tribunal;
3. if for any reason a claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules proceeds in court rather than through arbitration, there
will not be a jury trial.
4. The invalidity or unenforceability of any provision of these General Contest Rules or the contest-specific rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, the General Contest Rules and contest-specific rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
5. Terms of Use Agreement & Privacy Policy:

By entering this Promotion, you agree to be bound by these General Contest Rules, the contest-specific rules (if any), and the station’s Terms of Use Agreement and to the use of your personal information as described in the station’s Privacy Policy. The Terms of Use Agreement and Privacy Policy can be found on the station’s website or at the main studio of the station.