

THE FOLLOWING GENERAL RULES APPLY TO ALL FISHER CONTESTS:

1. No purchase is necessary to enter. Contest is subject to federal, state and local laws and is void where prohibited by law.

2. Eligibility and Limitations. Participants and winner(s) must be legal U.S. residents, residing in Kern County, Tulare County, Kings County or Inyo County and also in the viewing area of KBAK, KBFX or THISTV (KBFX2) viewing area. All contest winners must disclose his or her legal name, address, telephone number, date of birth and Social Security Number and any other information required in an entry form. Any winner found to have supplied false or misleading information may be disqualified from the contest and therefore forfeit the prize(s). Age restrictions may apply. By submitting an entry, all entrants to any contest both imply and agree to participate in the contest and obey the rules of the contest and all applicable law.

Employees of KBAK, KBFX, THISTV(KBFX2) Fisher Communications, Inc., (collectively, "Fisher") and any and all parent, subsidiary, related and affiliated companies, and their respective officers, directors employees and agents and their dependents and immediate families, as well as employees of contest Sponsors, vendors, and prize providers and employees of other broadcast stations are not eligible to participate or win and immediate family and of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. Fisher may prohibit an entrant from participating in the contest if it determines that said entrant is attempting to undermine the legitimate operation of the contest by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, Fisher reserves the right to seek damages from any such participant to the fullest extent of the law.

3. Release of Liability. Fisher and any other contest sponsors and their affiliated companies and their respective officers, directors and employees shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and /or causes of actions which arise out of and/or are in any way related to the prize(s), the receipt, use and/or enjoyment of the prize(s) and/or damages or losses related to the contest. If a Sponsor pulls out of a contest for reasons beyond Fisher's control, Fisher is not responsible for continuing the contest and may substitute prizes to fulfill obligations.

4. Identification of Participants/Use of Voice and Likeness. Listeners understand that if they call-in or enter any Fisher contest (mail-in, web site or on-air) they may be called by Fisher personnel live on-the-air, or taped live-on-the-air for use as part of the on-air contest or in future advertising or promotion on any Fisher broadcast station. Listeners further understand that permission to use their voice, likeness and/or name is granted by entering to win or calling in to win any contest on a Fisher broadcast station. By entering, listeners consent to such use. Each winner further grants Fisher and their sponsors and its affiliates full permission and authority to use his or her name, likeness and/or voice in all forms of advertising or promotion without further compensation or permission.

5. Telephone Contests. 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 may not be allowed to participate unless they

enter their correct area code and telephone number if prompted, or they disable the function to enable their participation in the contest. Poorly connected or disconnected cellular phone calls may be disqualified. Calls for contestants are taken in order of receipt. In the event that more than one voice is heard on the phone line, the contestant/qualifier or winner will be the first person to speak. If the judge(s) is not able to determine which caller was first, a random drawing will be held to determine the winner. The use of switching or programming equipment by telephone company employees is in violation of contest rules and is not permitted. Telephone contests with "cues to call" are only official when heard on-air via radio. Due to the time delay that exists between a station's over-the-air signal and the station's online webcast or streaming, listeners who listen to the station's online stream may hear a cue to call later than listeners listening to the over-the-air signal. As a result, the odds of an online listener being able to enter or become a winner may be diminished.

6. Mail/Fax/Text Contests. Only one entry per person will be accepted unless otherwise specified on-the-air or in separate contest rules. Unless otherwise specified in a contest's specific rules, winning entry(s) will be randomly selected from all valid entries received. If entry is illegible or does not supply all information deemed necessary to declare a winner, entry will be deemed invalid and another entry will be selected. Participants are responsible for any standard carrier texting fees that apply to any text contest entered.

8. Website Contests. To enter a contest on KBAK/KBFX/THISTV (KBFX2) website, Facebook page or Twitter page contestants must complete all the information deemed necessary to declare a winner. Only one entry per person may be submitted unless otherwise specified in separate contest rules. Unless otherwise specified in a contest's specific rules winning entries will be randomly selected from all valid entries received. If entry does not supply all the information deemed necessary to declare a winner, entry will be deemed invalid and another entry will be selected. When entering a contest via an advertiser's web banner or logo hyperlink, Fisher is not responsible for prize fulfillment or any aspect of the contest.

9. Problems with Entries in All Contests; Fisher Not Responsible. Fisher is not responsible for late, misdirected, lost or mutilated mail, entry forms or faxes. No liability is assumed for any malfunction of computer equipment, fax machine equipment or fax machine telephone lines. No liability is assumed by the Station for any malfunction of the internet or individual computer systems. Fisher (i) disclaims and assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission of entries by any and all methods; communications line, device, or system failure; theft or destruction or unauthorized access to, or alteration of, entries; faulty, mistranscribed, misdirected, failed, incomplete, garbled entries; misdialed communications or transmission; (ii) is not responsible for any problems or technical malfunction of any telephone, communications, or wireless network or lines, computer on-line systems, servers, internet service provider, computer or handheld device, equipment, hardware, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error, or traffic congestion on the Internet, at any website, or wireless network, and (iii) is not responsible for any combination of the above, including any injury or damage to the participant's or any other person's computer or other hardware or equipment related to or resulting from entering, participation in, or downloading any materials in this contest.

10. Determination of Winner(s). Final determination of all winners will be made solely by Fisher. Any and all decisions made by the Fisher's on-air personalities and/or staff are final. Contest rules are available by request from KBAK, KBFX, THIS TV (KBFX2) Promotions Department. Any listener requesting

contest rules must send a self-addressed envelope to “ATTN: Promotions: “CONTEST NAME AND STATION” Rules to: 1900 Easton Drive, Bakersfield, CA 93301 or go on-line to the contest page on BakersfieldNow.com). For a list of winners, send a self-addressed, stamped envelope to “ATTN: Promotions: “CONTEST NAME AND STATION ” to 1900 Easton Drive, Bakersfield, CA 93301” within 30 days of the conclusion of the contest. Fisher is only required to provide the first name and last initial of winner as well as they city he/she resides in upon valid request.

11. Transferability/Substitution of Prize. Prizes may not be traded or transferred.

Substitutions of cash or cash equivalents, unless otherwise specifically stated in the contest rules are not allowed other than a substitution that may be necessary due to the unavailability of a prize. If concert, other ticketed event, gift certificate or coupon has been awarded as a prize and the concert, event, place of business, or product is postponed, rained out, cancelled or for other reasons, beyond our control, does not occur/exist, Fisher will not be responsible for replacing the prize. Prizes not redeemed by expiration date are no longer valid and will not be replaced by Fisher.

In accepting a prize, the winner accepts to take the prize as outlined in the contest. Dates for concert, flight departure/arrival, weekend stays, etc, cannot be changed by winner. If changing the dates is an option, all additional expenses, change fees, etc. will be the sole responsibility of the winner. If a winner is not able or chooses not to accept prize “as is”, winner forfeits his/her prize, and Fisher reserves the right to select another winner. Winner is responsible for all costs associated with travel to any venue or event for which a prize was awarded, unless otherwise specified. If the prize includes a trip, winner agrees to accept all blackout dates, space availability requirements, etc. established by Fisher’s prize partner(s) who are providing the prize components, such as lodging, transportation, meals, etc. Winner agrees that acceptance of any trip taken as a prize from a Fisher station does so entirely upon their own initiative, risk, and responsibility and winner and any travel companions will be required to sign a Travel Release and related forms. If the trip requires traveling outside of the United States, the winner, upon claiming the prize, must have a valid passport. If the winner does not have a valid passport upon winning the prize, the trip may be forfeited. Winner is responsible for obtaining any other required travel documents, including but not limited to any required visa.

12. Requirements for Claiming Prize(s). Winner is required to complete an IRS Form W-9, Winner Affidavit of Eligibility and Release, and Travel Companion Forms before prize will be awarded.

The W-9 and Winner Release will be sent to winner via mail, fax or email. Winner must bring the completed paperwork when claiming prize, or return it by fax, mail, or email before prize will be awarded. Winners must return forms within two weeks of being notified that they have won a prize or prize(s) may be forfeited. For contests that permit participation by persons under the age of 18, a parent or legal guardian must sign the release form on behalf of the winner if the winner is under age 18. Fisher is not responsible for prizes that are lost, stolen, misdirected, or damaged.

Winners can select one of two ways to receive prizes after completed paperwork is received:

A) Prize will be mailed via the United States Postal Service; or B) Prize may be picked up in person during regular business hours (8am to 5pm, Monday – Friday) at KBAK, KBFX, THIS TV (KBFX2) 1900 Easton Drive, Bakersfield, CA 93301 after calling (661) 327-7955 to schedule an appointment for pick-up. **An appointment must be made if winner chooses to pick-up. Prizes will not be available without an appointment.**

13. Taxes and Expenses. The winner (or parent or legal guardian of the winner if the winner is under the age of 18) agrees to pay all expenses, taxes & fees not included in the prize.

Fisher will report to the Internal Revenue Service any winnings totaling over \$600 (in cash or fair market

value) during the calendar year. Winners will receive an IRS 1099 Tax form if any winnings are reported. Winners are responsible for payment of all taxes on prize(s).

14. **Amendments to Rules/Severability.** Fisher reserves the right to amend the contest dates and rules at any time. If any portion of the above rules is determined to be unenforceable due to local or state laws, all other portions of these official rules remain in effect.

15. **Postponement or Cancellation of Contest.** Due to news events of the day, or any reason beyond Fisher's control, Fisher reserves the right to post-pone or cancel a contest without notice. If, for any reason, the contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of Fisher which corrupt or affect the administration, security, fairness, integrity of the contest, Fisher reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the contest. Fisher reserves the right to select winners from eligible entries received as of the termination date.