

## KING UNIVERSITY 2020 COLLEGE DREAM CONTEST DEGREE GIVEAWAY CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio stations WTFM /WVEK, owned or operated by Holston Valley Broadcasting Corporation., 222 Commerce Street, Kingsport, TN 37660, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **King University College Dream Scholarship Giveaway** Contest (the “Contest”) substantially as described in these rules, and by participating, each participant agrees as follows:

1. **NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**
2. **Eligibility.** This Contest is open only to legal U.S. residents age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio, who (i) have not won a prize from the Station in the last 90 days, nor won a prize valued at \$500 or more in the last 180 days, (ii) whose immediate family members or household members (both as defined below) have not won a prize from the Station in the last 90 days, nor won a prize valued at \$500 or more in the last 180 days, and (iii) are not currently enrolled in King University. **Void where prohibited by law.** Employees of Holston Valley Broadcasting Corporation., its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station’s DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **Contest Period.** The Contest will begin at **12:01am ET on February 17, 2020** and will run through **11:59pm ET on March 8<sup>th</sup>, 2020** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.
4. **How to Enter:** You will automatically be entered into the contest once you complete the following:  
**Online:** Visit the Station’s website [www.wtfm.com](http://www.wtfm.com) / [www.classichits1027.com](http://www.classichits1027.com) during the Contest Period and click on the “King University – College Dream Scholarship Giveaway” Contest link, and submit your online application entry form. All entries must be received by 11:59 pm ET on **March 8<sup>th</sup>, 2020** to be eligible for the selection process. **Limit one (1) entry per person.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The “authorized account holder” is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted.
  - a. **Degree Requirements:** You must cause to be submitted to King University, before the end of the Contest Period, official transcripts of all college level work from regionally accredited schools demonstrating: (a) a minimum of 2.2 GPA on a 4.0 scale, with the exception of RN-BSN which requires a minimum 2.75 GPA on a 4.0 scale, and (b) the equivalent of 60 semester hours or an Associate’s degree. Students with 45 to 60 hours may apply for admission; however, they must meet with a King University academic counselor to develop a specific written plan to outline how they will complete the program within a reasonable amount of time after completing the required coursework at King University. Students with less than a 2.2 grade point average may be considered and accepted on a conditional basis, provided they are able to demonstrate a significant rationale for why they feel they will be successful in the King University program. Students seeking a Social Work degree must complete additional application documents including a personal statement and self-assessment.
5. **Winner Selection.** Beginning at 12:01am ET, March 8<sup>th</sup>, 2020, King University will select five (5) entries from among all valid entries received by King University during the Contest Period. The five (5) finalists will be contacted using the email address and/or telephone number provided with the entry and may be awarded the Grand Prize (subject to verification of eligibility and compliance with the terms of these rules). The general population will be able to vote for their choice out of the 5 selected qualifiers, during the dates of Monday March 16<sup>th</sup> through Midnight Sunday March 29<sup>th</sup>, 2020. Voting will take place online at [www.wtfm.com](http://www.wtfm.com). General population can vote once per day, per IP Address.

6. The five finalists are encouraged to attend the Open House event on March 30, 2020 from 5:00pm – 7:00 pm ET at King University at which time the Grand Prize winner will be selected based on the criteria above and awarded the Grand Prize. King University's decisions as to the administration and operation of the Contest and the selection of the potential winners are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within three (3) days of notification will result in disqualification.
7. **Verification of Potential Winner.** POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY KING UNIVERSITY WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email and/or telephone call after the date of winner determination. The potential winner will be required to sign and return to King University, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her Grand Prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the Grand Prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, King University may award the applicable prize to an alternate winner by selecting from among all remaining eligible entries.
8. **Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The Grand Prize is a **full tuition scholarship to King University, which can be redeemed at the King University Bristol Main Campus or Kingsport, Morristown, Richlands and Abingdon King University satellite locations, and can be applied toward a degree in Business Administration, Social Work, Elementary Education, Healthcare Administration, or RN-BSN. The Approximate Retail Value (ARV) of the Grand Prize is \$15,000 up to \$20,160 depending on the degree program**, but the Contest winner is not entitled to receive the ARV of the Grand Prize in any form other than the Grand Prize. There will be no substitute prize for the Grand Prize. If the Winner chooses not to accept the Grand Prize, he/she forfeits any prize. Winner is responsible for all taxes associated with Grand Prize receipt and/or use. Odds of winning the Grand Prize depend on a number of factors including the number of eligible entries received during the Contest Period.
9. **Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the King University, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Holston Valley Broadcasting Corporation, King University, and their subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of the Grand Prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend, and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the Grand Prize.
10. **Publicity.** Except where prohibited by law, participation in the Contest constitutes winner's consent to King University, the Station, and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
11. **Taxes.** All state, local, federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees due for the Grand Prize awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
12. **General Conditions.** Each of Station and King University reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond the reasonable control of either Station or King University impairs the integrity or proper functioning of the Contest, as determined by King University or the Station in its sole discretion. King University and Station each reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, King University and Station each reserves the right to seek damages from any such person to the fullest extent permitted by law. King University's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
13. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage

to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of the Grand Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of prizes will be awarded.

- 14. Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court for the Eastern District of Tennessee or the appropriate Tennessee state court located in the Station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Tennessee.
- 15. Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
- 16. Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to King University, 1350 King College Road, Bristol, TN 37620.

**CONTEST SPONSOR:** Holston Valley Broadcasting Corporation, WTFM/WVEK, 222 Commerce Street, Kingsport, TN 37660  
King University, 1350 King College Road, Bristol, TN 37620