

## Desert Daze Sweepstakes Rules

**Eligibility: NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.** The Sweepstakes (the "**Sweepstakes**") is open to all legal U.S. residents (except residents of FL, NY and RI,) who are at least twenty-one (21) years of age, except employees, directors and officers (or any persons who have been employees, directors or officers in the past twelve months) of KCRW Foundation ("**Sponsor**"), Santa Monica College, or prize suppliers and their affiliates, partners, subsidiaries, franchises, distributors, retailers, advertising and promotion agencies ("**Sponsor Parties**"), and the immediate families or household members of each. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law or regulations.

**How to enter:** The Sweepstakes begins at 12:01 a.m. PT on August 1, 2024, and ends at 11:59 p.m. PT on August 31, 2024 ("**Sweepstakes Period**"). Any eligible individual who donates \$25 or more to KCRW during the Sweepstakes Period will automatically be entered into the Sweepstakes drawing corresponding to the day the donation is made. All current monthly members are automatically entered. Purchase does not increase the chances of winning. To enter without a donation, submit your full name, email address, complete address with zip code, date of birth, and phone number with area code at [kcrw.com/desertdaze](http://kcrw.com/desertdaze). The date and time of the email defines the drawing into which an emailed entry will be entered. Regardless of the method of entry, only one (1) entry per person/per household per day will be allowed. Duplicate entries for the same day will be disqualified. All entries become the property of Sponsor and will not be acknowledged or returned.

**Prizes:** Odds of winning depend on the number of eligible entries received. One (1) winner will receive the following prize ("**Prize**") (ARV: \$1,738.00):

- Two (2) Weekend VIP + Camping Bundles Passes
- Parking Pass

Festival is October 10 - 13, 2024. Full lineup at [desertdaze.org](http://desertdaze.org)

Winner will be responsible for all expenses (including not limited to, travel and expenses) not specifically included herein, and all applicable federal, state and local taxes. Prize is non-transferable and no substitution by winner or cash equivalent is allowed. Sponsor reserves the right to substitute prize for one of equal or greater value.

**Selection of winner:** Winner will be determined in a random drawing on or about September 11, 2024 (from among all eligible entries conduct.) Judges' decisions are final and binding in all matters relating to this Sweepstakes. Winner may be notified by telephone, mail or e-mail on or about September 11, 2024, and will be given instructions on how to claim the prize. Winner will be required to sign and return an affidavit of eligibility and liability release (and, where permitted a publicity release) within five (5) days. Failure to comply when requested may result in disqualification and selection of an alternative potential winner. Odds of winning depend on the number of eligible entries received. There is a limit of one (1) prize per individual/household per year from the sponsor. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**Release of Liability:** By participating, you release Sponsor, Sponsor Parties and all other associated with the development and execution of this Sweepstakes (including but not limited to Community.com. Inc., from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize except as expressly set forth in these Official

**Rules.** By entering the sweepstakes you further agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Community.com, Inc.

**Additional Rules:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. No responsibility is assumed for : (i) lost, late, misdirected, damaged, garbled, postage due or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you agree to be bound by these official rules, including all eligibility requirements, and the decisions of the judges, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) suspend, modify or terminate the Sweepstakes if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper play of the Sweepstakes. If Sweepstakes is terminated before the end date, Sponsor will determine the winner for each day that has already occurred from the eligible entries received for the applicable day(s) as of the termination date.

**Choice of Law:** These Rules and this Sweepstakes are governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Los Angeles County. The parties consent to the jurisdiction of the state courts of California and the federal courts located with such state and county with respect to any action, dispute or other matter pertaining to or arising out of this Sweepstakes. Entry constitutes consent to post the winner's name on the KCRW website and to use the prize winner's name, voice, picture and/or likeness without compensation or approval (unless prohibited by law) for promotion or advertising purposes.

**Privacy:** Any information you submit will be governed by the terms of the privacy policy located at <http://www.kcrw.com/about/privacy-policy>.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**SEVERABILITY:** If any provision(s) of these rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**Winner(s) Name:** For the name of the winners or for a copy of the Official Sweepstakes Rules, send a stamped, self-addressed envelope after the Sweepstakes Period to Desert Daze Sweepstakes, KCRW, 1900 Pico Boulevard, Santa Monica, CA 90405.

**Sponsor:** KCRW, 1900 Pico Boulevard, Santa Monica, CA 90405