

Markosian Auto Tax Day Giveaway

Promo Dates: January 9th – April 15th 2017

General Rules for all contests

- 1) Each contest is open to all qualified persons 18 years or older except the following:
 - a. Employees of Broadway Media, LLC and related companies; household members, siblings, and parents of said Broadway employees;
 - b. Employees of all Salt Lake Metro area broadcasting companies, and their immediate family members;
 - c. There is no purchase necessary.
- 2) A total of one prize may be won per household address, name, and or family residing in same, per contest, whether the prize be in cash, services, or merchandise.
- 3) The winner will be responsible for all tax liability associated with winning this contest and will be required to submit their social security number for tax reporting for values over \$600. Winner will be required to sign an eligibility release form and give Broadway and Markosian Auto and its sponsors' permission to use their name, photo and voice for promotional purposes without further compensation. By accepting prize, winner releases Broadway Media, all stations, Markosian Auto and all participating sponsors from any liability as a result of this prize. Broadway Media and Markosian Auto reserves the right to substitute prizes of similar or greater value. Broadway Media and Markosian Auto shall not be responsible to replace prize tickets to events, which are cancelled and the event sponsors do not issue replacement tickets. Broadway Media and Markosian Auto shall not be responsible for any Product Liability issues. Winners must address Product issues with the manufacturer of the prize.
- 4) Broadway Media and Markosian Auto are not responsible for misdirected or mis-dialed phone calls. In the unlikely event that 2 or more people are on the telephone line at the same time, a drawing will be held to determine the winner.
- 5) Copies of these rules are available at Markosian Auto and Broadway Media, 50 W. Broadway #200, Salt Lake City, Utah, 84101 9:00 am to 5:00 pm; or by mailing a self-addressed, stamped envelope. Contest rules are also posted on each station's web site and at MarkosianAuto.com and TaxDayGiveaway.com.
- 6) All decisions by the judges and/or administrators of the contest are final.
- 7) Prizes are non-transferable and will be awarded to the winner only, based on eligibility.
- 8) Picture ID is required in order to claim a prize.
- 9) Prize will not be mailed. Winner must pick up prize in person and sign proof of receipt and contest rules.
- 10) Winner must be a legal resident of Utah.
- 11) Contest rules may be modified by Markosian Auto or Broadway Media at any time.

Specific rules for this contest

Markosian Auto Tax Day Giveaway OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF THE U.S. ONLY, WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.

Promotion Period: Contest registration is scheduled to begin on **1/9/17 and end 4/12/17**. (the "Registration Period"). The grand prize contest event is scheduled to occur on **4/15/17 at Markosian Auto (4 Locations) 4238 South Redwood Road, SLC; 565 North State Street, Lindon; 3213 Wall Ave. Ogden; 1067 E. Tabernacle #13, St. George**. The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Who May Enter: Contest is open to legal U.S. residents that are age 18 or older as of date of entry with a valid driver's license, except the following classes of persons who are not eligible to enter:

- a. Employees, officers, and directors of **Markosian Auto** ("Sponsor"), **Broadway Media** ("Administrator"), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this contest (collectively, "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. "Immediate family members" includes, for purposes of this contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.
- b. Individuals who are unable or unwilling to be present to participate in the grand prize contest event on 5/7/2016 (*see below*).

How to Enter –

1. **Online Registration.** To enter via on-line registration, visit www.markosianauto.com or taxdaygiveaway.com during the "Registration Period" and click the Contest entry button to connect to the Contest registration page. Each entrant must fully complete the on-line registration page with all required information including his/her name, complete address, valid email address, birth date, and phone number(s) (including area code(s)). After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. All on-line entries must be fully complete for all required information, and must be received by **5:00:00pm MST on 4/12/2017** to be eligible. Maximum of one on-line entry per person and per valid email address. Any on-line entry submitted with an invalid email address will be disqualified.
2. **Extra Entries.** Participants may earn 1 extra entry by taking a test drive at Markosian Auto. 2 extra entries may be earned by purchasing a vehicle from Markosian Auto.
3. **Grand Prize Event Date:** Visit **Markosian Auto** on the grand prize event date 4/15/2017 and fully complete an entry blank made available prior to the grand prize contest attempts. Deposit entry blank into the registration box available at sponsor location by the required registration deadline prior to the start of the grand prize contest. **Maximum of one (1) entry per person.**

Maximum of one entry per person per registration method. Each participant must submit an entry on their own behalf. No person may enter more than the stated number of times as outline above in each registration method and no person may enter on behalf of another individual, or in another person's name. Incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or postage due mail or entries or for lost or stolen entries boxes, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections; all of which will be disqualified.

Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different email addresses, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

Finalist Selection & Notification:

Beginning on Monday, January 16th one person will be awarded a finalist position per day Monday – Saturday. Beginning on or before 4/15/17, a maximum total of **finalists** will be randomly selected from all registration methods combined to participate in the grand prize contest event (*see contest description below*) as follows:

- (50) **Qualifiers at Markosian Auto, Ogden**
- (100) **Qualifiers at Markosian Auto, Taylorsville**
- (50) **Qualifiers at Markosian Auto, Lindon**

Each randomly selected finalist will be notified by phone or e-mail during any registration events of their selection. Any selected finalist that cannot be reached or contacted to confirm their selection after an initial phone call to the number listed on their entry, will be disqualified and an alternate contestant will be selected and notified, time permitting. Any selected finalist, who does not meet the eligibility requirements, does not wish to participate in the grand prize contest, or who is unable or unwilling to attend the grand prize event on April 15, 2017 will be disqualified. An alternate finalist will then be randomly selected per the procedures outlined above, time permitting. Decisions of judges in the selection of finalists, and all matters related to this contest are final.

Selected finalist(s) must be present at the date, time and location as specified by sponsor to participate in the grand prize contest (*scheduled for 10 am to noon Markosian Auto, Ogden, noon to 2 pm Markosian Auto Taylorsville, 2 to 4 pm Markosian Auto Lindon*). Selected finalists will be notified of the contest time at the time of their selection. Any finalist who fails to appear by the required deadline will be disqualified. Sponsor reserves the right in its sole discretion to change the date, time or location of the grand prize contest. Selected finalists will be notified of any changes at the time of their selection and/or notification. **In the event a finalist fails to appear at the designated date, time and location for the grand prize contest, sponsor reserves the right, in its sole discretion to randomly select replacement finalists from anyone in attendance from the crowd on the day of the contest.**

Only the finalists selected and notified by sponsor will be eligible to participate. All other entrants are ineligible. A maximum of (200) eligible finalists will be selected to participate in the grand prize contest. Finalist selection and participation is non-transferable. **Difficulties with getting to location to enter or participate in the contest are not the responsibility of Sponsors.**

Grand Prize Contest:

At the event at each of the three locations, we will randomly draw (10) finalists out of the qualifiers. The ten finalists will participate in a reverse lottery. Once a contestant's assigned number is randomly drawn, they are out of the contest, until only one contestant remains. Last remaining contestant will be deemed the winner. Contest will not be based on skill or ability.

In the unlikely event that more than one finalist determined the winner, we will conduct an additional random drawing to determine the grand prize winner. A maximum of one (1) grand prize will be awarded at each location under all circumstances.

Prize Awards & Delivery:

The grand prize winner(s) in the contest will be eligible to immediately claim their car valued at a minimum of (\$7,000.00), subject to verification of compliance with these Official Rules. The (3) grand prizes are: (1) 2006 Jeep Grand Cherokee, (2) 2014 Chevy Sonic and (3) 2012 Nissan Versa. Vehicle may be replaced with a similar vehicle at the time of the giveaway. One vehicle giveaway per location. In addition, each vehicle will include (4) new tires from Burt Brothers Tires (value \$400 approximate), six months in free gas from Sinclair (value \$520 approximate), and an upgrade package (value \$1,000 approximate) from Car Concepts. Each individual prize value including vehicle and additional add-ons approximately \$8,920. All prizes subject to change.

All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Grand Prize winner, including but not limited to tax, title, insurance, license and registration fees. Sponsor shall solely designate and specify available vehicles including make, model, color prior to contest. **A maximum pre-determined (1) car per dealership location will be awarded.**

Winner must accept delivery of prize from Sponsor, or as otherwise instructed by sponsor. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

Winner(s) will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release, and present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all income taxes on prize(s). Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. Total ARV of all prizes available: **\$26,760.00**

Additional Rules & Restrictions: By participating in this Contest entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins the prize and is later found to be in violation of these rules, he/she will be required to forfeit the prize or to reimburse Administrator for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of the prize (including any injury or harm resulting from use of the vehicle), and to assume all liability thereof.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment and Internet access. Administrator disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Administrator's control, or otherwise. Released Parties disclaim any liability for entries not received due to technical difficulties or transmission errors. Released Parties disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the processing of entries or in the announcement of the prize or prize winner.

Administrator reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Contest, in the opinion of the Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Administrator, in its sole discretion. In the event of early termination of the Contest, Administrator reserves the right to determine the winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) 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, and any judicial proceeding shall take place in a federal or state court within the State of Utah; (2) 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 attorneys' fees; and (3) 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. 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 this Promotion, shall be governed by, and construed in accordance with the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Utah.

Odds: The odds of being selected as a grand prize finalist are dependent upon the number of eligible entries received.

Winners List: For a copy of these official rules or name of the Grand Prize winners, if any, send a self-addressed, stamped envelope to **Markosian Auto Tax Day Giveaway Contest, Broadway Media, 515 S 700 E Suite 1C, SLC UT 84101**. Please specify which you are requesting. Requests must be received by **4/25/17**.