

Markosian Auto & iHeart Media Blow Our Tax Refund Giveaway February 19, 2018 – March 17, 2018

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 **2/19/18 and end 3/17/18**. (the “Registration Period”). The grand prize contest event is scheduled to occur on **3/17/18 at Markosian Auto at 4238 South Redwood Road, SLC**. 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 UTAH driver’s license, except the following classes of persons who are not eligible to enter:

- a. Employees, officers, and directors of **Markosian Auto and iHeart Media** (“Sponsor”), 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 3/17/18 (*see below*).

How to Enter –

1. **Online Registration.** To enter via on-line registration, visit www.markosianauto.com or at iHeart Media radio station websites 971zht.com., 941KODJ.com, my995fm.heart.com or 1067rocks.iheart.com. “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, phone number, valid email address, and zip code. 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 **12:00:00pm MST on 3/17/18** 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 3/17/2018 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, February 19, 2018 one person will be awarded a finalist position per day Monday – Saturday. Beginning on or before 4/17/18, a maximum total of **100 finalists** will be randomly selected from all registration methods combined to participate in the grand prize contest event (*see contest description below*) as follows:

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 March 17, 2018 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 from 11 am to 1 pm at Markosian Auto Taylorsville*. Any finalist who fails to appear by 10:30 am 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 (100) 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 all (100) qualifiers will be divided into groups and paired off. Two qualifiers will roll dice. The qualifier who rolls the highest number moves on, the qualifier who rolls the lowest number is eliminated from the contest. This will continue until we have our finalist. The finalist will win \$1000.00 towards the purchase of a vehicle at Markosian Auto and be the first person to spend 60 seconds in our money machine that is filled with \$1040.00. Any money collected during the 60 seconds will be awarded. The runner up (2nd Place) will go into the money machine to retrieve as much of the remaining money as possible. The second runner up (3rd Place) will go into the money machine to retrieve as much of the remaining money as possible. The third runner up (4th Place) will go into the money machine to retrieve as much of the remaining money as possible.

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 \$1,000.00 towards the purchase of a vehicle at Markosian Auto and a maximum of \$1040.00 which will be collected by the Finalist and 3 runners up will be awarded.

All 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.

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 UTAH 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: **\$2,040.00**

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.