

# Nevada Public Radio Summer of Giving Sweepstakes Promotion

Sponsored by Nevada Public Radio (“Sponsor”)

## OFFICIAL RULES

**NO PURCHASE OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN IN THIS SWEEPSTAKES** and a purchase OR

**DONATION will not increase your chances of winning.** The Nevada Public Radio Summer of Giving Sweepstakes Promotion (the “Sweepstakes”) is open to everyone who is eighteen (18) years of age or older. Void where prohibited by law. Employees, independent contractors, interns, officers, directors, and agents of Sponsor (the “Prohibited Individuals”), and such Prohibited Individuals’ immediate family members, may not enter or participate in the Sweepstakes. Immediate family members are defined as a parent, spouse, sibling, child or anyone sharing the same residence as the applicable Prohibited Individual. By participating, entrants agree to be bound by these Official Rules as may be modified or amended by Sponsor, and the decisions of the Sponsor, which are final and binding.

1. **Sweepstakes Period:** The Sweepstakes begins on Thursday, July 1 at 12:01 am PDT and concludes on Sunday, August 8 at 11:59pm PST. (the “Entry Period”). Entries submitted before or after the Entry Period will be void. Sponsor’s computer is the official timekeeping device for the Sweepstakes.
2. **How to Enter:** There are two methods to enter the Sweepstakes:
  - A. Making an additional donation:** To receive entry into the Sweepstakes, entrants can make an additional donation, confirm that they meet the eligibility criteria specified in these Official Rules, and choose to be entered into the Sweepstakes. Entrants are required to provide their name, address and email. Entries can be made during the Entry Period online at [www.knpr.org](http://www.knpr.org), by calling (702) 258-0505, or by visiting Nevada Public Radio at 1289 S. Torrey Pines Drive, Las Vegas, NV 89146. Entrants will be given any bonus entries for the day they enter the Sweepstakes according to bonus entries breakdown (see bonus entries).

**B. Entry Without Making Pledge:** To receive an Alternate Method of Entry (“AMOE”) without making a membership level

pledge, entrants can complete an entry form including their name, address and email, and confirm that they meet the eligibility criteria specified in these Official Rules. Entries can be made during the Entry Period online at [www.knpr.org](http://www.knpr.org), by calling (702) 258-0505, or by visiting Nevada Public Radio at 1289 S. Torrey Pines Drive, Las Vegas, NV 89146. Entrants will be given any bonus entries for the day they enter the Sweepstakes according to bonus entries breakdown (see bonus entries).

Information provided in connection with entrance into the Sweepstakes may be used by Sponsor in accordance with its Privacy Policy, which is found at <https://knpr.org/about/our-policies/mailling-list-privacy-policy> and which may be updated from time to time. In case of dispute as to the identity of any entrant, each entry will be deemed made by the Authorized Account Holder (as defined below) of the email address used to enter the Sweepstakes. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet service provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the email address used to enter the Sweepstakes.

3. **Bonus Entries:** INo bonus entries for this sweepstakes.
4. **Failed Entries; Disqualification:** Sponsor, including its directors, officers, employees, and agents, affiliates, and any third-party providers of services or goods are not responsible for incorrect or inaccurate entry information, or for any human mistake, technical error, or for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, or emails, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or for traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes, or act in violation of the Official Rules, or act in any manner to threaten, abuse or harass another entrant, as solely determined by Sponsor, may be disqualified in Sponsor's sole and absolute discretion. Entry materials that have been tampered with or altered are void.

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of the Official Rules; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment.

6. **Winner Selection:** Beginning on Wednesday, August 11, Sponsor will use a random number generator to select five individuals among all eligible entries who entered during campaign period.
7. **Winner Notification:** Sponsor will attempt to notify Winners by telephone and/or email within 24 hours of their selection. If a Winner does not respond to Sponsor within seven calendar days after notification, Sponsor may, in its sole and absolute discretion, select an alternate winner. This process will continue until all prizes are awarded.

Except where prohibited, Winners may be required to complete and return an affidavit of eligibility and liability/publicity release. Winners may also be required to fill out a W-9 and provide a valid state-issued form of identification. If the Winners refuses to execute the required documents or rejects his/her prize, or in the event of noncompliance with these Official Rules, the applicable prize will be forfeited and a new winner may be selected by the Sponsor, in its sole and absolute discretion.

7. **Prizes:** 5 Prizes with a value of up to \$250 will be awarded to each verified Winner (a "Prize").

The odds of winning any the Prize depend upon how many persons participate in the Sweepstakes. Prizes are transferable and not redeemable for cash except at the sole discretion of Sponsor. In the sole discretion of Sponsor, the Prizes are subject to change without notice, but will be substituted with a prize of equal or greater ARV. The Prizes are awarded "as is" with no warranty or guarantee by Sponsor.

8. **Taxes:** ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Winners may receive a 1099 tax form, when applicable,

provided by Sponsor.

9. **List of Winners:** For the name of the winner, available after the conclusion of the Sweepstake, please mail a request for the list to:  
Nevada Public Radio  
Attn: Winners List  
1289 S. Torrey Pines Drive  
Las Vegas, NV 89146
  
10. **Publicity; Use of Personal Information:** Except where prohibited by law, entrance into the Sweepstakes grants Sponsor and its affiliates, agents, successors and assigns a royalty-free, fully paid, non-exclusive, sublicensable, transferable, irrevocable, perpetual, unrestricted, worldwide license to use, publish, transmit, display, store, distribute, your name, likeness, photograph, voice, biographical information, prize information, hometown, and state for promotional purposes in any media whatsoever. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Sponsor is not obligated to use any of the above-mentioned information, but may do so and may edit such information or materials, in Sponsor's sole discretion, without further notice obligation or compensation, unless prohibited by law. Sponsor may require the Winner to execute a written consent containing this right of publicity.
  
11. **Entrant Acknowledgements; General Waivers; Waiver or Right to Class Action:** By entering this Sweepstake, entrants agree that (i) they have read and accepted these Official Rules; (ii) Sponsor may terminate, postpone or otherwise modify the Sweepstakes at any time in its sole and absolute discretion including, without limitation, in the event of equipment failure or malfunction, acts of God, natural causes, labor disputes, or fire, flood or other casualties; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstake, but in no event attorneys' fees; and, (iv) under no circumstances will any entrant be permitted to obtain any award for, and entrants hereby waive 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 actual out-of-pocket expenses. BY ENTERING THIS SWEEPSTAKE, EACH ENTRANT HEREBY WAIVES ANY RIGHT TO PROCEED BY WAY OF A CLASS ACTION, TO SERVE IN ANY REPRESENTATIVE CAPACITY FOR OTHERS, AND TO ACT AS A PRIVATE ATTORNEY GENERAL IN ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING

TO THIS SWEEPSTAKES OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies or certain kinds of damages, and so these limitations may not apply to you.

12. **Governing Law; Venue:** Except where prohibited, each entrant agrees that: (i) all issues and questions concerning these Official Rules shall be governed exclusively by Nevada law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this SWEEPSTAKES or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and, (B) filed only in the state or federal courts situated in Clark County, Nevada, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and, (iv) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, 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.
  
13. **LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE SPONSOR'S WEBSITE 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 AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
  
14. **Severability:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
  
15. **Sponsor Contact Information:** Nevada Public Radio, 1289 S. Torrey Pines Drive, Las Vegas, NV 89146

