



**Performance Wheel and Tire and KS1075 "Show Us Your Ride" Contest (the "Contest")
Official Contest Rules
08/04/09**

No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. All federal, state, and local regulations apply.

1. No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. All federal, state, and local regulations apply. The Contest is sponsored by KS1075 (the "Station") and Performance Wheel and Tire ("Sponsor").
2. **HOW TO ENTER:** Registration period begins on Wednesday, August 5, 2009 and concludes at 11:59pm MST Sunday, August 30, 2009. Participants may log on to the Station's website at www.ks1075.com and click the "Performance Wheel and Tire and KS1075 Show Us Your Ride" Contest link. Participants must be KS1075 VIP Club Members in order to participate. To become a KS1075 VIP Club Member participants may complete the free official online registration form with their name, address, phone number, date of birth and a valid email address. Participants may then upload one (1) picture of their vehicle (car, truck, SUV). Each official entry will be required to include a valid name, age, phone number and email address. Only one (1) picture of the participating vehicle may be uploaded. The deadline to upload pictures for the contest is 12 noon Tuesday, August 25, 2009. Only one entry per person will be permitted. All entries submitted become the sole property of the Station and will not be acknowledged or returned. Station has the right to delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act or any entry containing profane or objectionable subject matter or images. Only one Internet entry per person and one Internet entry per email address will be permitted. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible by assigning email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. All entries submitted become the sole property of the Station and will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. Station's computer is the official time keeping device for the Contest. All entries must be received by 11:59pm MST Sunday, August 30, 2009. Visitors will then be asked to rate the pictures on a scale of 0 – 10. All picture rating must be completed no later than 11:59pm MST Sunday, August 30, 2009. Each visitor that rates a vehicle will automatically be entered in to a random drawing for a \$500 gift certificate courtesy of Performance Wheel and Tire. Odds of winning this Prize depends on the number of eligible entries received.
3. **WINNER SELECTION:** Then on around Tuesday, September 1, 2009 the top ten (10) rated cars will automatically be invited to be on display at the 2009 Performance Wheel and Tire Show on Sunday, September 6, 2009. All ten (10) rated cars will then be entered in a random drawing and one (1) Grand Prize Winner will be randomly selected from the top ten (10) entries to win the Grand Prize. Odds of being vote in the top ten (10) depend on the number of eligible entries received. Odds of winning the Grand Prize is 1:10. The top voted vehicles shall not exceed ten (10). Should a tie occur for any spot in the top ten (10), KS1075 will perform a random drawing and one (1) vehicle will be awarded the corresponding spot.

4. **PRIZE:** There are two Prizes that will be awarded. First:

For any visitor that rates a vehicle:

One (1) Winner will be awarded the following:

- § One (1) Gift Certificate to Performance Wheel and Tire good towards the purchase of a wheel and tire package.
- § Estimated retail value is \$500

For the top ten (10) rated vehicles:

One (1) Grand Prize Winner will be awarded the following:

- § One (1) gift certificate courtesy of Performance Wheel and Tire good towards the purchase of a wheel and tire package.
- § Estimated retail value is \$2000

Participants are welcome to enter both parts of the contest, however a participant may only be awarded one (1) prize. Only one (1) Winner per household will be permitted. Prize Winners may claim their prize by providing Colorado State Issued I.D., Driver's License or I.D. pre-approved by the staff of KS1075. The Grand Prize Winner from the top ten (10) rated vehicles will be required to present valid vehicle registration at the time of claiming their prize. Both Prize Winners will have two (2) weeks from the date of notification that their prize is available for pick up to claim their prize. Prizes must be claimed at the KS1075 (KQKS-FM Radio) business office located at 7800 E. Orchard Rd. Ste. #400, Greenwood Village, CO 80111 unless otherwise specified by the staff of KS1075. Prizes are non-transferable and may not be substituted, except that the Station may, at its sole discretion, substitute prizes of comparable value. The prizes are expressly limited to the item(s) set forth herein and do not include taxes, gratuities or any other expenses unless otherwise set forth in these rules. Other restrictions may apply.

5. **ELIGIBILITY RESTRICTIONS:** Contest is offered only to legal residents of Colorado who are 18 years of age or older at the time of entry. Only one winner per household. Employees of the Station, Lincoln Financial Media Company of Colorado, Lincoln National Corporation, Lincoln Financial Media Company, Performance Wheel and Tire, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies (collectively, the "Contest Entities"), and the immediate families or members of the same households of such individuals are not eligible. This Contest is not open to other Denver metro Radio/TV station employees, and their immediate families, agencies and representatives. The term "immediate family members" include spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Contest or reproduce or distribute any portion of these rules to their members. Proof of age, identity, and eligibility must be furnished to the Station upon request. All entry form information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry. Winners of a major any Station contest (any contest with prizes valued over \$599) within the past six months are not eligible. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from individuals who do not meet the eligibility requirements, and the Station will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act. The Station reserves the right to disqualify any entrant if these Contest rules are not followed. Military Exemption Clause: In the case of Active Military (United States Armed Forces) employees, who are based in Colorado but do not claim Colorado as their official residence on their Federal/State IRS Tax Forms are exempt from the Colorado Residency clause. Active Military based in Colorado do not need to be a legal resident of Colorado, however they must be based in Colorado under their US Armed Forces orders with the expectation that they will remain in Colorado for at least 6 more months.
6. **ADDITIONAL TERMS AND CONDITIONS:** Winner(s) will be required to waive any and all claims against the Station, Lincoln National Corporation, Lincoln Financial Media Company, Performance Wheel and Tire, their affiliates, employees, agents, and representatives for personal injury or loss which may occur from the participation in this Contest or from the receipt or use of any prize. By participating in this Contest entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Contest Entities, their employees, agents and

representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of this Contest, from any and all tax liability that may be imposed or associated with receipt or use of the prizes, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury or losses (INCLUDING PERSONAL INJURY OR DEATH) sustained in connection with the receipt, ownership, or use of the prize or while traveling to, preparing for, or participating in any Contest-related or prize-related activity. By entering the Contest or by winning, entrants grant to the Contest Entities the right to publicize the participant's name, photograph, image, video, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law. Winner(s) must execute any required affidavit of eligibility and liability and publicity release within two weeks of winning. The Station retains the discretion to make all decisions regarding the interpretation and application of these rules. All decisions of the Station are final and discretionary. In the event the selected winner(s) are/is ineligible or refuse(s) the prize or in the event the prize is forfeited for any other reason, the prize will be forfeited and revert back to the Station. The laws of the State of Colorado shall govern this Contest, without regard to Colorado's choice of law rules. The courts of Colorado shall be the exclusive forum for any dispute relating to these Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the courts of Colorado. Prize(s) may be considered income, and any and all taxes associated with prizes are responsibility of winner. Payments of all federal, state and local taxes are solely the responsibility of the winners. Winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Contest Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Contest are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control—this includes, but is not limited to: a busy signal, operator interference, cellular interference, Internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Sponsor due to technical problems, telephone service problems, human error or traffic congestion on the Internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Sweepstakes, or damage to mobile phone or other PDA device or other Internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of television or radio signals to all or limited geographic areas during the playing of the Contest or that may prohibit, prevent, or interfere with the acquisition, completion, or submission of an entry; failures of or other problems relating to computer hardware, software, the Internet, or similar systems, including but not limited to difficulties relating to contestants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of an entry; (2) typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of a prize or any other materials relating to the Contest; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Contest Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Sponsor reserves the right to suspend, terminate, modify, or continue the Contest,

in its sole discretion. Contest Entities make no warranty, guarantee, or representation of any kind concerning any prize, and Contest Entities specifically DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

7. **OFFICIAL RULES AND LIST OF WINNERS:** To receive a copy of these official Contest Rules, visit KS1075 or send an SASE to, 7800 E. Orchard Rd. Ste. #400, Greenwood Village, CO 80111. Official rules supersede all other published editions. The Station reserves the right to change, alter, or amend these Contest rules as necessary, in their sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. A list of winners' names is available at the Station, "KS1075 c/o KS1075 "Show Us Your Ride" Winner's List, 7800 E. Orchard Rd. Ste. #400, Greenwood Village, CO 80111, provided you send an SASE after September 30, 2009.
8. **PRIVACY POLICY AND TERMS OF USE:** By use of this website and by entering the Contest, you agree to the Station's Website Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at: www.ks1075.com.