

**ALPHA MEDIA'S CONTEST-SPECIFIC RULES FOR THE  
Tuxedo Wearhouse Bachelor Pad Trip To Las Vegas CONTEST**

***NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.***

**These contest-specific rules should be read in conjunction with Alpha Media's General Contest Rules, which are applicable to all contests conducted by Alpha Media Holdings LLC and/or its subsidiaries (including licensee subsidiaries).**

1. Promotional Period: The Tuxedo Wearhouse Bachelor Pad Trip To Las Vegas (the "Promotion") begins on or around Sunday, October 6, 2019 at 11:00 AM PT and ends on or about Sunday, October 6, 2019 at 4:00 PM PT (the "Promotional Period").

2. Entry Deadline: The deadline to submit entries is Sunday, October 6, 2019 at 4:00 PM PT.

3. Eligibility Restrictions: The Promotion is open to all legal residents of the United States and the District of Columbia (except NY and FL) who are 21 years of age or older at the time of entry. Employees of 94.5 Bay FM/KBAY, Mix 106/KEZR (the "Stations"), Alpha Media, The Pruneyard, Trudys Brides, Tuxedo Wearhouse (the "Sponsors"), their parent, subsidiary, and affiliated entities, their advertising agencies, participating sponsors/promotional partners, other broadcast stations in the Station's listening area, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY, RI and FL, as applicable, and where prohibited

Winner must provide a Valid ID to claim prize. Winner will also be required to fill out a W-9 form including social security number and valid address. This form and information will be used for tax purposes only.

Listeners are eligible to win an Alpha Media contest valued at \$600.00 or more only once every six months.

Entrants can enter once throughout the promotional period.

Entrants are required to provide truthful information and the Stations will reject and delete any entry that it discovers to be false, fraudulent or duplicated. The Stations will disqualify any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

4. Entry Method: To participate in the Promotion, you may enter via the following method(s).

VIA ON-SITE AT EVENT –

Visit the Tuxedo Wearhouse Bachelor Pad (located between Rock Bottom Brewery and V's Barbershop) at The Pruneyard Wedding Fest featuring Trudys on Sunday, October 6, 2019 between the hours of 11:00 AM PT and 4:00 PM PT and fill out an official entry form. Required information, which may include your first and last name, address, telephone number, date of birth, and a valid email address. Multiple entrants are not permitted to share the same required information. Entries submitted 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 or Sponsors. The Stations are the official time-keeping device for the Promotion. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned.

Entrants can enter the promotion once total.

5. Prizes: One (1) Grand Prize includes two (2) Round Trip airline tickets from San Jose, California (SJC) to Las Vegas, Nevada (LAS), valued up to \$600.00. Two (2) night stay at Planet Hollywood Resort & Casino (check-in on October 30, 2019, check-out on November 1, 2019), valued at \$400.00. Two (2) tickets to see Criss Angel MINDFREAK live in the Criss Angel Theater at Planet Hollywood Resort & Casino on October 30, 2019 with a meet and greet with Criss Angel, valued at \$350.00. Approximate prize value is \$1,350.00.

If winner cannot redeem prize on dates listed above, the prize package will be open to redeem through January 2020. Prize package expires January 30, 2020.

The Criss Angel MINDFREAK residency will play in the Criss Angel Theater, formally known as the PH Showroom, at Planet Hollywood Resort & Casino Wednesday – Sunday at 7 p.m. To book the package, the winner needs to email a picture of prize certificate to Mixed Media Entertainment, at [redem@mmelv.com](mailto:redem@mmelv.com) along with their full name, phone number, reference code and desired dates AT LEAST (4) WEEKS IN ADVANCE. Questions can be answered by calling during business hours (MON-FRI 9am-5pm) at (702) 990-2787 x 1095 Management reserves all rights. Blackout dates apply.

Prize usage/redemption rules provided by BASE Entertainment – Prize sponsor/provider and their promotional agency, Mixed Media Entertainment, are as follows: Must be 21 years of age or older. Prize may be used only for the date(s) specified. Hotel guest room accommodations for winner and guest, double occupancy, three days and two nights based on availability. Not redeemable for cash, not transferable, may not be combined with another offer. Winner must use all prize components in a single visit. Winner may not substitute prize components. In the unlikely event that one or more of the prize components is not available for any reason, Planet Hollywood reserves the right to substitute a Las Vegas experience of equal or greater value at its sole discretion. In the unlikely event that the artist does not perform during the scheduled trip, for any reason, Caesars Entertainment may substitute a Las Vegas resort experience of equal or greater value at its sole discretion. Planet Hollywood is not responsible for ground transportation. Gratuities are not included. Hotel guest must present a major credit card at check-in to guarantee hotel charges not included in this prize.

94.5 Bay FM/KBAY, Mix 106/KEZR, Alpha Media, BASE Entertainment, Mixed Media Entertainment and affiliates are not responsible for transportation to and from airports, or other destinations.

94.5 Bay FM/KBAY, Mix 106/KEZR, Alpha Media, BASE Entertainment, Mixed Media Entertainment and affiliates are not responsible for food, baggage fees, sales taxes or any other fees.

6. Odds of Winning: Odds of winning contest depend on the number of entries received.

7. Winner Selection and Notification: Decisions of Alpha Media management with respect to the Promotion are final. Grand Prize winner will be selected by random draw. Winner will be notified via phone call the week of October 7, 2019. If first winner, fails to complete required paperwork within five (5) business days, another winner will be selected by random draw. This process will continue until one (1) winner is chosen and completes required paperwork including winner release form and W-9.

8. Conditions:

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the station conducting the Promotion (in combination with any prizes won in Promotions run by any other Alpha radio 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 disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the Alpha or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, Alpha may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release. In the case of a conflict in this paragraph 3 b and any similar paragraph in contest specific rules the general specific rules will govern.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

i. agree to grant Alpha a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. Acknowledge that Alpha reserves the right, in its sole discretion, not to use the Materials at all; and represent and warrant that: you are at least as old as the age of majority in your state; you have the full legal right, power and authority to grant to Alpha the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, Alpha in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the station conducting the Promotion, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the “Released Parties”) against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. Alpha may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.

f. The station conducting the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the station’s website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The station conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the station’s control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Alpha reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station’s failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the station conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Alpha’s control.

9. Official Rules and Winner List: To obtain a copy of the General Contest Rules, these contest-specific rules, or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying “General Contest Rules,” “Contest-Specific Rules,” or “Winner List” to Tuxedo Wearhouse Bachelor Pad Trip To Las Vegas,

Alpha Media, 5225 Hellyer Ave, Suite 245, San Jose, CA 95138. A copy of the General Contest Rules, contest-specific rules, and a list of winner(s) (when complete) are also available during regular business hours at the main studio of Alpha Media, 5225 Hellyer Ave, Suite 245, San Jose, CA 95138. All such requests must be received within thirty (30) days following completion of the Promotion.

10. Terms of Use Agreement & Privacy Policy: The Terms of Use Agreement of the station conducting the Promotion is located here: <http://www.alphamediausa.com/terms-of-use/>. The Privacy Policy of the stations conducting the Promotion is located here: <http://www.alphamediausa.com/privacy-policy/>.