

Mark Miller Subaru Sweepstakes – Lucky Key & Bank Vault Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. 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 **2/10/2010 and end 3/12/2010** (the “Registration Period”). The grand prize contest event is scheduled to occur on **3/13/2010 at Mark Miller Subaru South Towne in Sandy, UT**. 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, who reside within 250 miles of Salt Lake City, UT and 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 **Mark Miller Subaru** (“Sponsor”), **Citadel Broadcasting Corporation** (“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 3/13/10 (*see below*).

How to Enter – Five Ways:

1. **On Air Song of the Day Contests – B98.7 (KBEE-FM):** During the contest Registration Period listed above, listen to KBEE-FM to qualify during ‘Song of the Day’ on air contests. The station will promote the designated Song of the Day at designated times – then listen for that song to be played between 8:30a – 6:00pm Monday – Friday. Be the correct designated caller, as determined and announced on-air by station (example: caller 10, caller 101, etc.) after the designated Song of the Day has completed to qualify as a finalist for a chance to participate in the grand prize contest. The designated caller is at the station or announcer’s discretion and may change from Song to Song or Day to Day. Sponsor is not responsible for telephone service outages, delays, busy signals, equipment malfunctions or any other technological difficulties that may prevent an individual from completing his or her telephone call.
2. **On Line Registration:** To enter via on-line registration, visit www.b987.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 **5:00pm MST on 3/12/10** 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.
3. **Register to Win – Mark Miller Subaru:** Official entry forms will be made available (while supplies last) at Mark Miller Subaru. Fully complete an official entry form with all required information, including your name, address, email and phone number. Deposit complete entry form into the official registration box provided at sponsor location. No photocopied or mechanically reproduced entries permitted. All eligible entries must be received by close of business on **3/12/10**. Limit one entry per person. Incomplete or illegible entries will be disqualified.
4. **Register to Win – Station Appearance & Registration Events at Mark Miller:** Official entry forms will be made available (while supplies last) at Mark Miller Subaru during designated station appearance and registration events between the Registration Period. Listen to KBEE-FM for time and location of appearances and registration events. Fully complete an official entry form with all required information, including your name, address, email and phone number. Deposit complete entry form into the official registration box provided at each event. No photocopied or mechanically reproduced entries permitted. All eligible entries must be received by the end of each designated event. Limit one entry per person. Incomplete or illegible entries will be disqualified.
5. **Last Chance Replacement Finalists at Grand Prize Event Date:** Join KBEE-FM at **Mark Miller Subaru** on the grand prize event date to obtain an official ‘last chance’ entry blank made available prior to the grand prize contest attempts. Fully complete an official entry with all required information, including your name, address, email and phone number. Deposit completed 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 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: A maximum total of **(98) finalists** will be randomly selected from among all registration methods combined to participate in the grand prize contest event (*see contest description below*) as follows:

- **(60) On Air Qualifiers:** A total of **(60)** finalists will be selected through on-air Song of the Day contests.
- **(4) On-Line Registrants:** A total of **(4)** finalists will be randomly selected from among all eligible on-line registrations received.
- **(4) Register to Win:** A total of **(4)** finalists will be randomly selected from among all eligible entries received at Mark Miller Subaru.
- **(30) Register to Win Events:** A total of **(30)** finalists will be randomly selected from among all eligible entries received during station registration events at Mark Miller Subaru.
- **Up to (10) Last Chance Replacement Finalists at Grand Prize Event Date:** In the event that any pre-selected finalist does not attend the grand prize event, then up to a total of **(10)** last chance finalists will be randomly selected from among eligible entries received on the date of the grand prize contest to replace any disqualified pre-selected finalists who do not attend. If all (98) pre-selected finalists are in attendance, there will not be any last chance finalist selection.

Each randomly pre-selected finalist will be notified by phone or in person during any registration events of their selection. Any pre-selected finalist that cannot be reached or contacted to confirm their selection will be disqualified, and at the sole discretion of Sponsor, an alternate contestant may 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 will be disqualified. An alternate finalist may then be randomly selected at the sole discretion of Sponsor 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 finalists must be present at the date, time and location as specified by sponsor to participate in the grand prize contest (*scheduled for 3/13/2010 at Mark Miller Subaru South Towne in Sandy, UT*). Selected finalists will be notified of the contest time, and must be registered at the grand prize contest by the sponsor stated deadline in order to participate. 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 **(98)** 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 ‘Lucky Key’ Contest Attempts – Maximum of (1) grand prize winner:

Lucky Key Contest – Chance to win a 3-year lease on a Subaru: Each eligible finalist present for the grand prize event will have the opportunity to select or will be randomly assigned one (1) Subaru key by the contest administrator(s). The order of key selection and assignment will be solely determined by Sponsor. Following the selection and assignment of all contest keys, each finalist will be given one opportunity to attempt their key in the designated Subaru vehicle – by trying to open the door and/or start the engine as designated by the contest administrator. There will be a maximum of one (1) winning key randomly distributed among all eligible finalists who are present. The actual finalist who is in possession of the grand prize winning key that opens the door or starts the engine – will be designated as the lucky key contest grand prize winner. (*See Lucky Key Contest grand prize description below.*)

IMPORTANT: In the event that more than one finalist is in possession of a key that unlocks the door and/or starts the engine of the designated vehicle for any reason (including multiple winning keys being distributed in error; or key, lock or engine malfunction), then a random drawing will be held from among all eligible finalists who are in possession of a winning key to determine the one (1) grand prize winner. In the event that none of the finalists are able to unlock the door and/or start the engine with their selected key, the sponsor reserves the right in its sole discretion, the option of: (a) having each finalist re-attempt their key; (b) randomly redistributing keys to all finalists in attendance; or (c) conducting a random drawing from among all eligible finalists who are present to determine the one (1) grand prize winner. A maximum of one (1) grand prize 3-year lease on a Subaru vehicle will be awarded under all circumstances. Sponsor is not responsible for any key or lock malfunctions that allow a non-winning key to actually open the door or start the vehicle engine.

Grand Prize ‘\$50,000 Bank Vault’ Contest Attempts (How to Play) – Maximum of (1) grand prize winner:

Bank Vault Contest – Chance to unlock \$50,000 Cash: Following the determination of the Grand Prize Lucky Key Contest winner, every finalist present at the event will be eligible to participate in the \$50,000 Bank Vault Contest for the chance to win the grand prize of \$50,000 Cash. (*See bank vault contest described below for details.*) **Important: If the grand prize winning requirements in the \$50,000 Bank Vault contest are not successfully completed by an eligible finalist, then the \$50,000 Cash portion of the grand prize will not be awarded.**

Each eligible finalist will have a maximum of one (1) opportunity to attempt the contest. Participation is non-transferable. No one may participate on behalf of another individual. A predetermined winning **(5)** digit number will be randomly pre-selected for the contest by an independent promotions company, and placed in a sealed security envelope. The winning number will be programmed into the key pad and locking mechanism of the “bank vault” that will be used for all contest attempts.

In order to be a valid attempt, each eligible contestant must complete the following in the presence of the contest administrator:

1. Print and sign their full name, along with their **(5)** digit number guess on the first unoccupied line of the provided registration sign-in binder.
2. After completing the registration binder, the contestant must enter their **(5)** digit number guess exactly as recorded on the registration form into the digital key pad on the bank vault, followed by the * key on the key pad. (*Example – if the contestant’s number guess is recorded as 1-2-3-4-5 on the registration form, then they must enter 1-2-3-4-5-* on the bank vault key pad. The *-key acts as an ‘enter’ button.*)

Contestants are responsible for correctly entering their (5) digit number guess into the key pad exactly as recorded in the registration binder. No prize will be awarded for any attempt that is incorrectly entered into the key pad. Any attempt initiated without the presence of the contest administrator will be void.

Claiming the Bank Vault Contest Grand Prize: In order to claim the Bank Vault contest grand prize, an eligible contestant must record the winning (5) digit number (as contained in the sealed master envelope) in the registration binder, then unlock and open the bank vault only by means of entering that winning number into the keypad.

1. The act of opening the bank vault door **does not** constitute a winning attempt.
2. The prize will not be awarded as a result of opening the bank vault door or lock due to tampering, malfunction, damage, physical force or any means other than by entering the winning number into the key pad.
3. The (5) digit number recorded by the contestant in the official registration binder and entered by that contestant into the key pad on the bank vault must exactly match the predetermined winning (5) digit number that was randomly pre-selected for this contest, and that is contained in the sealed security envelope. The grand prize **will not** be awarded as a result of any of the following reasons including, but not limited to:
 - a. Any number recorded by the contestant on the registration form and entered into the digital key pad that does not match the predetermined winning number contained in the sealed master envelope;
 - b. Any tampering, malfunction, damage, or use of physical force that causes the bank vault to unlock or open;
 - c. A contestant who records the winning number on the registration form, but fails to correctly enter that number into the key pad.

Prize Awards & Delivery:

Lucky Key Contest Grand Prize – Maximum of (1) prize award: The designated grand prize winner in the Lucky Key Contest will be eligible to claim the Key Contest grand prize, subject to approval and verification of compliance with these Official Rules. The Key Contest grand prize is: **3-year Lease on a 2010 Subaru Legacy 2.5i, with a maximum retail value of the 3-year lease not to exceed \$8,125** (based upon an estimated monthly lease cost of \$225 based upon on a vehicle with a maximum MSRP not to exceed \$21,600).

Sponsor shall solely designate and specify available vehicles including make, model, color and options for contestant's prize selection. Selected vehicle must be one of the sponsor designated vehicles that are currently in sponsor's stock of inventory.

The eligible grand prize finalist must qualify for a Tier One lease through Subaru Motors Finance to be eligible to receive prize, and is solely responsible for maintaining valid insurance coverage on vehicle for the duration of the 3-year lease. If prize winner qualifies for a lease at a lower tier, they will be responsible to pay the difference between the tier one lease amount, and the actual amount of the lease for which they qualify – prior to prize award being delivered. Lease includes a maximum of 10,000 miles per year. Winner is responsible for any excess mileage and any damage to the vehicle at the end of the lease. If the grand prize winner is unable to qualify for a lease through Subaru Motors Finance, then Sponsor shall award a \$4,000 cash prize to the selected grand prize winner in lieu of the 3-year lease of a 2010 Subaru Legacy 2.5i. In the event of a \$4,000 cash prize award, the grand prize winner will not receive any other prizes, award or compensation; and shall not be entitled to the difference in value between the \$8,125 lease value and the \$4,000 cash.

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. **A maximum (1) Key Contest grand prize will be awarded. In**

\$50,000 Bank Vault Contest Grand Prize – Maximum of (1) prize award: In the event of a successful Bank Vault grand prize contest attempt, the eligible contestant who successfully completed the contest will be eligible to claim the grand prize subject to approval and verification of compliance with these Official Rules. The Bank Vault contest grand prize is: **\$50,000 Cash.**

IMPORTANT: A maximum (1) grand prize will be awarded to the first contestant who successfully completes the contest requirements. The contest is immediately concluded following the first successful attempt, regardless of the number of completed attempts – and no additional contestants will be allowed to participate. In the event the contest is not successfully completed by an eligible contestant, then the Bank Vault contest grand prize will not be awarded.

All costs related to prize delivery and acceptance is the responsibility of winner including but not limited to local, state and federal 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. Grand prize winner will be required to complete and return a W-9 form (if prize value exceeds \$600.00), affidavit of eligibility, and liability/publicity release (Tennessee residents need not sign 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 applicable 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. If no contestant successfully matches the predetermined (5) digit number in exact order according to the contest rules and contract terms and conditions, no grand prize will be awarded. Total approximate retail value (ARV) of all available prizes: **\$59,000.**

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 there of.

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 participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any rebates 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 New Jersey; (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 New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: The odds of being selected as a finalist to participate in the grand prize contest are dependent upon the total number of eligible entries received from each entry method. The odds of being selected as the Lucky Key Contest grand prize winner, once selected as a grand prize finalist, are **1:98** based upon all (98) selected finalists being present for the grand prize contest event. The odds of a selected finalist winning the \$50,000 Cash grand prize in the Bank Vault contest by correctly guessing the predetermined winning 5-digit code are **1:100,000**.

Winners List: For a copy of these official rules or a list of prize winner(s), send a self addressed, stamped envelope to: [Mark Miller Subaru Sweepstakes, C/O Citadel Broadcasting Corporation, 434 Bearcat Dr, Salt Lake City, UT 84115](#). PLEASE SPECIFY which you are requesting. Requests must be received by 5/13/10.

Contest Sponsor/Administrator: This Promotion is administered by [Citadel Broadcasting Corporation, 434 Bearcat Dr, Salt Lake City, UT 84115](#).