

Audacy Nevada and Desert Springs Pools 65K Pool Giveaway 2025

Contest Rules

These contest rules are specific to the above contest conducted by Audacy Nevada, LLC d/b/a KLUC, KMXB, KXQQ, KXNT, and KMXB-HD3 (collectively, the “**Station(s)**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this contest as well. A copy of these specific contest rules and the Station’s general contest rules are on the Station’s website at audacy.com/kluc/contest-rules, <https://www.audacy.com/mix941fm/contest-rules>, audacy.com/q100vegas/contest-rules, <https://www.audacy.com/kxnt/contest-rules>, and <https://www.audacy.com/kdawn/contest-rules>. **To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this contest.**

THIS CONTEST IS BEING CONDUCTED BY MULTIPLE RADIO STATIONS. LISTENERS OF EACH OF THE FIVE (5) PARTICIPATING STATIONS, AND VISITORS TO EACH OF THE PARTICIPATING STATIONS WEBSITES, ARE ELIGIBLE TO ENTER AND WIN THIS CONTEST AS SET FORTH BELOW.

How to Enter

1. No purchase or payment of any kind is necessary to enter or win the “Desert Springs Pools 65K Pool Giveaway 2025” contest (the “**Contest**”).
2. Entrant or their legal spouse must be the record owner of a stand-alone or multi-family home (co-ops and condos are excluded) on the day of entry that is located within thirty (30) miles of the Stations in order to be eligible to win a prize in this Contest (an “**Eligible Home**”). If outside thirty (30) miles, an additional mileage charge will be required and the home may not be considered an Eligible Home.
3. Beginning at approximately 12:01am (PT) on Tuesday, April 1, 2025 and ending at approximately 11:59pm (PT) on Monday, June 30, 2025 (the “**Entry Period**”), click the “Contest” tab on audacy.com/kluc/contest-rules, <https://www.audacy.com/mix941fm/contest-rules>, audacy.com/q100vegas/contest-rules, <https://www.audacy.com/kxnt/contest-rules>, or <https://www.audacy.com/kdawn/contest-rules>, then the “Desert Springs Pools 65K Pool Giveaway 2025” link, follow the links and instructions to enter the Contest, complete and submit the online entry form, and click on the “I agree” box to confirm your agreement to the rules of the Contest during the Entry Period. The online entry form may require the Entrant to provide certain required contact information. One (1) online entry per person and per email address.
 - a. Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process or, in the alternative, may be required to become a member/participate in clubs of (for example, email clubs, text clubs, and rewards programs) or to receive solicitations from Stations and/or its Sponsors.

How to Win

4. At approximately 12:00pm (PT) on Tuesday, July 1, 2025 one (1) entrant will be selected in a random drawing of all eligible online entries received, and upon verification of eligibility and compliance with these rules, will win the prize in this contest (the “**Winner**”). The Stations will attempt to contact the one (1) Winner by telephone based on the number provided in the submitted entry. Odds of winning the Prize in this Contest shall depend upon the number of entries received in the Contest.

Prizes

5. The one (1) verified Winner will receive the following: one (1) pool by Desert Springs Pools and installation, valued at approximately \$65,000, inclusive of any assessments, materials, and installation services by Desert Springs Pools (the “**Prize**”). The exact Prize unit to be determined based on the size of the property and the installation location. Winner will receive the Prize that fits the Entrants’ Eligible Home on the date of entry and installation and is located within a thirty (30)

mile radius of the Stations (*as described in Section 2 above*). Prize does include permits and applicable taxes. Prize value can be put towards adding additional construction. This is for a new pool only and cannot be used to upgrade existing pool and no cash Prize will be awarded. Failure to provide any of the foregoing may result in disqualification of the Entrant. The Prize is non-transferable. Winner must have 4ft access point to backyard. Home must be hooked up to county sewer system, no septic tank. Winner must provide gas and/or electric sufficient enough to run pool. Winner must have 15ft yard available from back of house to property line. There must be no power lines above pool installation area. Winner is responsible for maintenance and care of the pool once it is installed.

- a. Fulfillment of this Prize **subject to final eligibility inspection and verification of the Winner's home by Desert Springs Pools** to confirm such home meets the Eligible Home criteria set forth in Section 2 of these Contest rules above and is property will accommodate proper pool install. Permit must be pulled by December 31, 2025 and install date must be mutually agreed upon by Winner and Desert Springs Pools. Winner understands and agrees that Stations are not responsible for any delays or any damage resulting from the work at the home.
 - b. **This Prize (in its entirety) will be forfeited if:** (i) the Winner or his/her legal spouse on the date of winning either is not the record owner of an Eligible Home or is not listed as a tenant on a residential lease of an Eligible Home; (ii) the Winner or his/her legal spouse is listed as a tenant on a residential lease but does NOT deliver to Stations the written consent of the record owner of the Eligible Home within ten (10) days of receiving the required consent form from Stations (*Stations will provide the required consent form*); and/or (iii) if the Winner's home does not meet the Eligible Home definition and criteria as set forth in Section 2 of these rules. Stations reserve the right to require that the selected Winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and/or leases). The record owner of the property where the Prize will be installed must have a standard homeowner's insurance policy on the home before any work will commence. Stations may require proof of such policy. Failure to provide any requested documents by the deadline requested by the Stations will result in automatic disqualification -- in which case, an alternate winner will be selected by Stations in this Contest from among all other entries received.
6. Like all work in a home, there is always the possibility of significant delays (due to delays in obtaining materials, supplies, third party contractors, etc....) before, during, or after the construction of work and/or increased costs or time due to unforeseen circumstances or conditions. Winner understands and accepts any such risk of delay or increased costs in excess of the line item caps above. Winner understands and agrees that Station, Desert Springs Pools, and its vendors are not responsible for any delays.
 7. WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED IN THEIR HOME AND AGREES TO COMPLETELY RELEASE STATIONS FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM THE DAMAGE OF ANY PROPERTY OR INJURY OF ANY PERSON IN CONNECTION WITH OR ARISING FROM THE USE OF THE PRIZE AND THE WORK TO BE PERFORMED IN CONNECTION WITH THE PRIZE, REGARDLESS OF THE CAUSE. THE FOREGOING SHALL NOT RELIEVE THE CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.
 8. STATIONS AND DESERT SPRINGS POOLS ARE NOT RESPONSIBLE IN ANY MANNER FOR ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO PRODUCTS OR SERVICES PROVIDED AS THE PRIZE IN THIS CONTEST, INCLUDING WITHOUT LIMITATION, WITH THE EXCEPTION OF ANY

STANDARD MANUFACTURER'S WARRANTY THAT MAY APPLY TO ANY OF THE PRODUCTS OR SERVICES RECEIVED.

Sponsor(s)

9. The administrator and sponsor of this Contest are Audacy Nevada, LLC d/b/a KLUC, KMXB, KXQQ, KXNT, and KMXB-HD3, and Desert Springs Pools.

Other Rules Specific to This Contest

10. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Stations for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
- a. Limit one (1) account with the Software Provider per email address.
 - b. Software Provider is not a sponsor of this Contest, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "**Software Provider Policies**").
 - c. If the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes the Software Provider and the Stations to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.
 - d. While agreement to the Software Provider Policies may be required in order to enter the Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.
 - e. Stations are not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Stations in their sole and absolute discretion deems to materially and adversely affect the Contest, the Stations reserve the right to (1) suspend the Contest; (2) terminate the Contest without a Winner; (3) terminate the Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Stations deem appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Stations' sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
 - f. Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.