

## AIRE SOLUTIONS COZY CHRISTMAS GIVE-A-WAY OFFICIAL RULES

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

The Aire Solutions Cozy Christmas Give-a-way (the "Contest") is sponsored by Aire Solutions of Cape Girardeau ("Aire Solutions") and Max Media LLC doing business as Mississippi River Radio (collectively referred to as the "Contest Entities"). The geographic scope of this Contest is the Missouri counties of Cape Girardeau, Bollinger, Madison, Scott, Mississippi, Pemiscot and New Madrid.

Contest is subject to all federal, state and local laws. Void where prohibited by law. By entering, entrants agree to these Official Rules. Limit one (1) entry per household. "Household" includes all persons residing together in a single residence, whether or not related.

Contest begins on begins at 8:00 a.m. CST on November 1, 2023 and ends at 11:59 p.m. CT on December 1, 2023. Entry deadline is December 1, 2023 at 11:59 p.m. Central Time ("CT"). Announcement of the winner will be on or about December 10, 2023. River Radios computer is the official time-keeping device for this Contest promotion.

### ELIGIBILITY

All entrants must be eighteen (18) years old and legal residents of the state of Missouri at the time of entry.

Employees of Aire Solutions of Cape Girardeau and Max Media LLC dba Mississippi River Radio and the members of their immediate families (defined as spouse, parents, siblings or children) and households (whether or not related), are not eligible to enter or win.

Entrant must own and reside in a single family home located in one of the following Missouri counties: Cape Girardeau, Bollinger, Madison, Scott, Mississippi, Pemiscot and New Madrid.

Entrant may not have an outstanding balance on any Aire Solutions account.

### PRIZES

Prizes (1): A complete York HVAC system (furnace, air conditioner, coil, thermostat, and air filter w/UV air purifier) plus a one-time maintenance service on the new system to be performed at Aire Solutions convenience no later than June 30, 2024. The one-time maintenance service includes a 44-point checkup on the system.

Approximate Retail Value: \$7000 - \$10,000 (depending upon requirements of the installation, which may vary by property).

## PRIZE RESTRICTIONS

All details of the prize shall be at Aire Solutions' sole discretion. Winner assumes sole responsibility for all costs associated with the prizes not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), fees, or surcharges on the prize.

Winner must permit installation of Prize prior to January 31, 2024.

Prize is not redeemable for cash and may not be sold, bartered or auctioned. Prize may not be transferred or substituted except that Aire Solutions in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced. Any portion of the prize not used by any winner is forfeit and no cash substitute will be offered or permitted. The Prize being offered are provided "as is" with no warranty or guarantee either express or implied by Contest Entities. Other restrictions apply.

## CONTEST SUBMISSIONS

Entries will be accepted beginning November 1, 2023 at 8:00 a.m. CT and ending December 1, 2023 at 11:59 p.m. CT ("Entry Period"). To enter, visit the Contest Site at [k103fm.com](http://k103fm.com) or [939mikefm.com](http://939mikefm.com) and complete an Official Entry Form with the following required information: (a) full name, (b) complete address, (c) telephone number, (d) e-mail address; and (e) tell us in 200 words or less why you need a new HVAC unit. Then upload a photo of your existing HVAC unit. (Your photo and Official Entry Form are referred to collectively as the "Entry").

This is the only method of entering this Contest and Entries will not be accepted via e-mail, fax, regular mail or any other method. Entrants who fail to provide any of the information required above will not be eligible to win and may not be notified by Contest Entities.

To be eligible, all Entries must be received by River Radio no later than December 1, 2023 at 11:59 p.m. CT. Proof of sending is not proof of receipt by River Radio. River Radio will not accept screen shots as proof of entry. Contest Entities are not responsible for, and all entrants assume all risk of, entries that are lost, misdirected, mutilated, garbled, distorted, truncated, incomplete, not legible, if they contain errors or if for any reason they are not received by River Radio prior to the stated deadline, and all such entries are void. All Entries become the property of the Contest entities and will not be returned or acknowledged.

Limit one (1) Entry per household during the Entry Period. Additional Entries received from any such household thereafter will be void. Aire Solutions reserves the right in its sole discretion to disqualify any Entry at any time that in Aire Solutions' opinion does not comply with these Official Rules.

The personal information that you provide in connection with the Contest may be used by River Radio in accordance with River Radio's Privacy Policy, which is found at <https://k103fm.com/privacy-policy/> and which may be updated from time to time.

## JUDGING

Starting on or about December 1, 2023, or within a reasonable time thereafter, and ending on or before December 10, 2023, all Entries that are timely and properly submitted at the Contest Site during the Entry Period will be judged by a qualified panel of judges consisting of managers of Aire Solutions ("Contest Judges") in accordance with the following equally weighted judging criteria ("Judging Criteria"): (a) appropriateness of new HVAC installation; (b) needs of entrant; (c) compatibility with of standard installation. Contest Judges are subject to change in Aire Solutions' discretion.

Subject to verification of eligibility, the Entry that receives the highest overall score in each judging category during the judging will be declared the preliminary winner. In the event of a tie, a new panel of qualified Contest Judges will be convened to judge the tied Entries, using the same Judging Criteria. You need not be present to win. Contest Judges' decisions shall be considered final and binding in all results.

The preliminary winner will be notified using the information provided in the Entry for the purpose of scheduling a qualifying home inspection to confirm suitability and compatibility of the new HVAC system. In the event Aire Solutions determines in its sole and absolute discretion that the preliminary winner's property is not compatible with or suitable for the new HVAC system, then the Contest Judges may disqualify that preliminary winner and select from the remaining qualified Entries a new preliminary winner, who will be subject to the same inspection confirmation process. Upon confirmation that a preliminary winner's property is compatible with and suitable for the new HVAC and that the preliminary winner meets all other eligibility requirements, Aire Solutions shall select such Entry as the winner.

The submission of your Entry does not constitute an acknowledgement or determination by Contest Entities that your Entry satisfies these Official Rules, including the Submission Requirements, or that you are otherwise eligible. Contest Entities reserve the right, at any point during this Contest, to refuse to submit to the Contest Judges, or to withdraw from the Contest Judges' consideration, any Entries that Contest Entities determine, at any time and in their sole discretion, do not satisfy all requirements of these Official Rules.

## WINNER NOTIFICATION

Aire Solutions will contact the winner in accordance with the information supplied to River Radio on their Entry Form. Prior to and as a condition of receiving the prize, the winner may be required to provide Aire Solutions with a copy of a valid government-issued photo ID (showing name and address), a notarized affidavit of eligibility and liability release and publicity release

and other legal documents requested by Aire Solutions, including tax forms (collectively “Verification Documents”). Faxes will not be accepted.

In the event that any potential winner (a) cannot be contacted directly by Aire Solutions within seventy-two (72) hours from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, Aire Solutions in its discretion may disqualify that individual, and either (i) select an alternate winner; or (ii) not award the prize. Any Prize awarded will be in the name of entrant, subject to applicable laws. Upon verification of eligibility, the names of winners may be posted on River Radio’s website at [k103fm.com](http://k103fm.com) or [939mikefm.com](http://939mikefm.com).

#### PUBLICITY RELEASE/COPYRIGHT LICENSE

By accepting a prize, where permitted by law, the winner grants to the Contest Entities and those acting pursuant to the authority of the Contest Entities (and agrees to confirm that grant in writing), the right to print, publish, broadcast, and use for the purposes of this or similar contest only, worldwide in any media now known or hereafter developed—including, but not limited to, the World Wide Web—at any time(s), their names, pictures, likenesses, and information, as news or information and for art, trade, and/or promotional purposes without additional compensation or review.

#### WARRANTY/INDEMNIFICATION BY ENTRANT

By entering, each entrant warrants that (a) entrant is legally entitled to submit the Entry in the Contest; (b) the distribution, reproduction, display and any other uses of the Entry by Contest Entities as permitted herein will not infringe any third party rights; and (c) the Entries comply with each of the provisions of the Terms of Use of the Contest Site at: [k103fm.com](http://k103fm.com) or [939mikefm.com](http://939mikefm.com)

Each entrant agrees to indemnify and hold harmless Contest Entities, their respective parent companies and subsidiaries, and their respective officers, directors, employees and affiliated organizations, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by the entrant of these Official Rules or the warranties and/or representations made by entrant pursuant to these Official Rules.

#### LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY

Entrants agree that Contest Entities and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind,

whether human, mechanical, or electronic, or for Entries that for any reason are not received by Contest Entities by the deadlines stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest or in the printing of this offer, administration of this Contest, or in the announcement of the winners; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Contest, or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Contest; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Contest, the uploading, the processing or judging of Entries, the announcement of the winners, the prizes or otherwise in any Contest-related materials; (f) are not responsible for any unauthorized third party use of any Entry; (g) are not responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Contest (in whole or in part), the use (including modification, adaptation, and reproduction) of Entry materials during or after the Contest, and the delivery, acceptance, possession, use, misuse, loss, or misdirection of any prize.

CONTEST ENTITIES AND THEIR SUBSIDIARIES, AFFILIATES, AGENTS, DISTRIBUTORS, RETAILERS, AND ALL OF THEIR RESPECTIVE ADVERTISING AND PROMOTIONAL AGENCIES, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE CONTEST OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

BY ENTERING THE CONTEST AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE CONTEST, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

#### MISCELLANEOUS

All federal, state and local laws apply. Contest Entities shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding Entries, selection of winners, deadlines, restrictions on prizes, and eligibility — and all of their decisions are final, binding and without appeal, in all matters related to this Contest. By entering or voting, entrants agree to these Official Rules.

Contest Entities reserve the right to cancel, terminate or suspend this Contest or any part of this Contest should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes, corrupt or impair the security, administration, fairness and/or operation of this Contest as determined by Contest Entities in their sole discretion, at which time, Contest Entities will determine the winners from among all non-suspect Entries received at the time of the Contest termination using the same selection method and Judging Criteria.

Contest Entities reserve the right to prohibit any entrant from participating in the Contest if, at Contest Entities' sole discretion, Contest Entities find such entrant to be tampering with the entry process or the operation of the Contest in any other way, or if such entrant repeatedly shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner Contest Entities determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Contest Entities; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with any part of this Contest in any way will be ineligible for prizes and may be prosecuted to the full extent of the law. Any failure by the Contest Entities to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

**CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

All activity arising out of and relating to the Contest is subject to verification and/or auditing for compliance with the Official Rules and you agree to cooperate with Contest Entities concerning verification and/or auditing. All references to an entrant's status as a "winner" are subject to verification and/or auditing by Contest Entities. If verification activity or an audit evidences non-compliance of an entry or entrant with the Official Rules as determined by Contest Entities in their sole discretion, Contest Entities reserve the right to disqualify the entrant and remove the Entry from the Contest at any time.

Contest Entities reserve the right to correct typographical, printing or clerical errors in any Contest-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Contest Entities reserve the right to award only the stated number of prizes by selecting the winners from all legitimate, un-awarded, eligible prize claims in accordance with the previously announced selection Judging Criteria.

## DISPUTES

By entering, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering and/or participating in the Contest but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives 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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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.

By entering the Contest, agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and River Radio in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Missouri. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Missouri, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. 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.

#### WINNERS' LIST/OFFICIAL RULES COPY

For a copy of the Official Rules or the final winners' list, visit [k103fm.com](http://k103fm.com) or [939mikefm.com](http://939mikefm.com) and click on "Cozy Christmas Giveaway" or mail a self-addressed stamped envelope to: "Cozy Christmas Aire Solutions Giveaway" c/o River Radio, 324 Broadway, Cape Girardeau, MO 63701, specifying either "Winner List Request" or "Official Rules Request" Winners' List will be available after December 31, 2023.