

## KISW 2019 Rock Girls Search Contest Rules

These contest rules are specific to the above contest conducted by Entercom Washington, LLC d/b/a KISW (“**KISW**” or “**Station**”). Except to the extent specifically set forth below with respect to this specific contest, the KISW’s general contest rules apply to this contest as well. A copy of these specific contest rules and the KISW’s general contest rules are available at the KISW’s studio at 800 5th Ave Suite 1400 Seattle, WA 98104 during regular business hours and on the contest page on the KISW website at [www.kisw.com/rules](http://www.kisw.com/rules). **To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

### How to Enter

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1. No purchase necessary, must be twenty-one (21) years of age or older, to enter the 2019 KISW Rock Girls Search (the “**Contest**”).
2. To enter from 8:00AM (PT) on February 4, 2019 through 3:59pm (PT) on March 1, 2019, go to [www.kisw.com](http://www.kisw.com), click on the 2019 Rock Girls Search flipper link, and complete and submit the online entry submission with:
  - a. First Name, Last Name, Address, Age, Phone, Email (“**Entrant**”);
  - b. Your favorite KISW Band;
  - c. Your answers to the ten questions listed (Station is not obligated to read any information provided outside of the space provided);
  - d. Three (3) color photographs of you and ONLY you in the .jpeg, .jpg, “.png”, or “.gif” file formats only) (**see additional photo requirements in Section 3 below**); and
  - e. Affirmatively check the box or “I agree” button, expressly confirming each of the following:
    - Entrant represents and warrants that he/she is both twenty-one (21) years of age or older and a legal Washington resident.
    - **Entrant represents and warrants that the photos submitted with entry comply with all of the photo requirements set forth in Section 3 of the contest rules, including, without limitation, that the photos depict (i) only one (1) person and that person is the Entrant (no other person may be depicted no matter how far away or obscure, and (ii) no nudity, sexually explicit and/or obscene content.**
    - **ENTRANT REPRESENTS AND WARRANTS THAT THEY OWN THE RIGHTS TO, OR HAVE OBTAINED PERMISSION TO USE, THE PHOTOS SUBMITTED WITH EACH ENTRY AND AUTHORIZES KISW TO POST ANY PHOTOGRAPH OF ENTRANT ON KISW’S WEBSITE AND/OR ON SOCIAL MEDIA (IN THE EVENT KISW ELECTS TO POST SUCH PHOTOGRAPH(S)).**
    - ENTRANT REPRESENTS AND WARRANTS THAT ENTRANT EITHER OWNS THE RIGHTS TO, OR HAS OTHERWISE OBTAINED PERMISSION TO USE, THE PHOTOGRAPHS SUBMITTED WITH THEIR ENTRY.
    - ENTRANT REPRESENTS AND WARRANTS TO STATION THAT THE USE AND DISTRIBUTION OF SUCH PHOTOGRAPHS WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS IN OR TO THE PICTURE.
    - ENTRANT REPRESENTS AND WARRANTS THAT ENTRANT AUTHORIZES, AND HAS THE AUTHORITY TO AUTHORIZE, STATION TO POST THE PHOTOGRAPHS ON STATION’S WEBSITE AND/OR ON SOCIAL MEDIA SITES, OR USE THE PHOTOGRAPH IN ANY OTHER MANNER STATION SEES FIT WITH NO COMPENSATION TO THE ENTRANT.
    - ENTRANT AGREES TO INDEMNIFY STATION SHOULD ANY REPRESENTATIONS AND WARRANTIES MADE BY ENTRANT HEREIN OR IN THE APPLICABLE CONTEST RULES PROVE TO BE FALSE OR INACCURATE.
    - Entrant agrees and acknowledges that Station, all contest sponsors, and their respective affiliates, parents, employees, agents and all other related sponsors may use the name,

image, photograph submission, other entry materials and/or biographical information of the Entrant for advertising and/or promotional purposes on radio, TV broadcasts, in the newspaper, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation to the Entrant.

- Entrant understands and agrees that Station shall be the sole and exclusive owner of the photograph submitted, whether or not the photograph is selected as a winner, and Entrant agrees to sign any documents requested by Station to evidence such transfer of ownership.
  - Entrant acknowledges and agrees that the contest rules are available at [www.kisw.com/rules](http://www.kisw.com/rules), that the Entrant has had an opportunity to review them before entering this contest, and agrees to be legally bound by the contest rules. Contest rules are also available at the Station's studios, located at 800 5th Ave Suite 1400 Seattle, WA 98104 Monday through Friday (excluding holidays) during normal business hours.
3. For purposes of this contest, the terms "photo(s)" and "photograph(s)" may be used interchangeably to include, but not be limited to the inclusion of, any image that may be produced by an analog or digital camera, by an optical image scanner (or simply, "scanner"), by means of a "screen dump," "screen capture," "screenshot," or "screengrab," and/or by the digital manipulation of one or multiple photos such as may be achieved using image editing software. **The photo submitted as part of Entry for this contest must (in addition to the other requirements in these Contest rules) satisfy all of the following requirements:**
- a. The photos must be uploaded using the method described in Section 2 above in either the ".jpeg" ".jpg", ".png", or ".gif" file format (no other formats will be accepted), and must be 600px wide X 900px high.
  - b. **Entrant must be clothed in all photos (i.e., NO NUDITY).**
  - c. **No person but the Entrant may be depicted in the photos (no matter how far away or obscure); provided, however, that Station reserves the right to accept photos that have parts of other people visible that Station deems (in its sole discretion) is not material to the photo and such persons are completely indistinguishable (for example, a leg or finger). Further Station's decision in this matter is final and not appealable and Station is not obligated to treat every photo identically (for example, Station may decide that in one photo a leg is not material but that a leg is in another photo). Any photograph with any other person(s) depicted in it will be ineligible and disqualified, except as otherwise permitted in this Section.**
  - d. **ENTRANT MUST EXCLUSIVELY OWN (OR HAS OBTAINED THE A LICENSE FROM THE COPYRIGHT HOLDER TO) THE COPYRIGHT IN THE SUBMITTED PHOTOS (IT CANNOT BE "OWNED" IN ANY WAY BY ANY OTHER PERSON OR COMPANY WITHOUT OBTAINING HIS/HER EXPRESS CONSENT TO ENTER THIS CONTEST AND ALLOW STATION TO USE THE PHOTOS AS CONTEMPLATED IN THE CONTEST RULES). BY ENTERING THIS CONTEST AND SUBMITTING PHOTOGRAPHS, THE ENTRANT IS REPRESENTING TO STATION THAT THE USE AND DISTRIBUTION OF SUCH PHOTO WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS.**
  - e. **Photo entries (as well as any comments that may be posted to any photo entries in this contest) must not contain or convey any content that the Station determines at its sole discretion, subjectively or otherwise, (i) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) to be racially, ethnically, or otherwise offensive or objectionable, (iii) to encourage unlawful behavior, (iv) to contain, depict, or otherwise infringe upon the brand name(s), copyright(s), trademark(s), servicemark(s), tradename(s), logo(s), or any other intellectual property that may belong to a third party, or (v) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. The foregoing is not intended to require Station to disqualify entrants who, in Station's sole discretion, appear to be innocently wearing clothing or are in areas that just happen to contain third party logo(s) or mark(s). Station may, but is not obligated to pixilate/cover any trademark(s), servicemark(s), tradename(s), and/or copyrighted**

**materials in Station's sole discretion. Station shall not be required to make the same determination based on the foregoing for every photo and may treat each photo entry differently, in its sole discretion, even if the problematic content is similar.**

4. **LIMIT ONE ENTRY PER PERSON. STATION WILL DISCARD MULTIPLE ENTRIES RECEIVED BY SAME ENTRANT IN CONTEST.** Only the actual person pictured in the photo submitted in the entry may enter this contest (you cannot enter a different person into this contest), and such individual must be the same person identified by the entry form.
5. **THIS ENTRY IS A CONTEST ENTRY AND MAY NOT BE CONSTRUED IN ANY WAY AS A "JOB" APPLICATION OR AS A SUBMISSION TO KISW FOR CONSIDERATION FOR EMPLOYMENT.**
6. **By entering this Contest, Entrants understand and agree that KISW may elect to use any entry submitted or photos for entertainment purposes and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. Entrants waive any right to make any claim against KISW or any Contest sponsors with respect to any comments - disparaging or otherwise - made regarding such Entrant's entry or photos of Entrant.**

#### **How to Win**

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7. Up to sixteen (16) 2019 KISW Rock Girls will be selected in the following manner:
  - a. After 3:59pm (PT) on March 1, 2019, KISW management, in its sole discretion and subjective opinion based upon any lawful criteria, will select up to the top fifty (50) entries (each a "**Semi-Finalist**" and collectively, the "**Semi-Finalists**") to become Semi-Finalists in this contest, subject to confirmation of eligibility and compliance with the contest rules.
  - b. All Semi-Finalists will be required to attend one of two round table meetings with KISW management **either from 6:00pm (PT) – 9:00pm (PT) on March 14, 2019 or from 6:00pm (PT) – 9:00pm (PT) on March 18, 2019** in order to be eligible to continue participation in this contest as a Semi-Finalist. All meetings will be conducted at the Station studios and each Semi-Finalist will be scheduled by KISW to attend one of the foregoing meetings. Station will use reasonable efforts to attempt to contact Semi-Finalists to inform them of which of the days/times she is scheduled for, if the Semi-Finalist doesn't confirm attendance one business day prior to the meeting she is disqualified from the Contest. Notification to each Semi-Finalist of the date/time of her scheduled round table meeting date and time will be by email. If KISW is unable to contact a Semi-Finalist by email or telephone or the Semi-Finalist fails to respond by 5pm (PT) on business day immediately preceding the assigned interview date, fails to call or show up timely for the assigned interview or meeting date and time, or if a Semi-Finalist fails to comply with any of the Contest rules, that Semi-Finalist may be disqualified in KISW's sole discretion. KISW reserves the right, in its sole discretion, to agree to allow a particular Semi-Finalist to call in or attend a different round table meeting date/time than the one assigned (including, for the avoidance of doubt, a date/time not listed above) – however, KISW will not be required to do so and will not be required to do so for one Semi-Finalist just because it agrees to do so for another. KISW also reserves the right (but is not obligated) to attempt to contact a selected Semi-Finalist on one or more occasions or on one or more phone lines or other modes of communication and will NOT be required to contact all selected Semi-Finalists the same number of times or in the same number of ways. **Any failure to attend, timely arrive or failure to stay for the duration of one of the round table meetings described above will result in automatic disqualification of that Semi-Finalist.**
  - c. From approximately 9:00am (PT) on March 11, 2019 through 4:59pm (PT) on March 22, 2019, Station will post photos of the up to fifty (50) Semi-Finalists, along with the following personal information about the entrant: first name and, in some cases, last name or the initial of the last name, favorite KISW band and three of the ten questions answered on the submission form.
    - i. The one (1) photo of each Semi-Finalist to be posted from among the three (3) photos that any one (1) Entrant submitted with their entry will be selected by KISW management in its

sole discretion and entrants will not have any right to see these photos in advance or have any say in which one KISW selects as the “official” one.

- ii. KISW will instruct listeners to go to [www.kisw.com](http://www.kisw.com), click on the **Rock Girl Vote Banner** link and like their favorite entrants photo. **VOTING IS FOR ENTERTAINMENT PURPOSES ONLY AND WILL NOT BE A DETERMINING FACTOR IN SELECTING THE FINALIST BUT WILL BE ONE OF MANY FACTORS TAKEN INTO CONSIDERATION BY KISW MANAGEMENT. THE ROCK GIRL SEMIFINALIST PHOTO WILL BE RANDOMLY SELECTED TO GO UP AGAINST ANOTHER ROCK GIRL SEMIFINALIST PHOTO, AND LISTENERS ARE ASKED TO “LIKE” WHICH OF THE TWO PHOTOS THEY PREFER. THEN ANOTHER RANDOM PAIR WILL BE SHOWN AND THE LISTENER WILL ASKED TO PICK THEIR FAVORITE AGAIN. THERE IS NOT GUARENTEE NUMBER OF TIMES EACH PHOTO WILL BE SHOWN AND VOTING IS UNLIMITED.**

8. On or about March 21, 2019, Station will select up to sixteen (16) Semi-Finalists based on any lawful criteria it deems desirable, to become the sixteen (16) (or fewer, in Station’s sole discretion) 2019 KISW Rock Girls, subject to verification of eligibility and compliance with these contest rules (each a “Winner” and collectively, the “Winners”). The Winners will be posted around 7:50am (PT) on Monday March 25, 2019. For the avoidance of doubt, Station, at Station’s sole discretion, may select fewer than sixteen (16) Winners.

#### **Prize(s)**

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9. The only entrants or Semi-Finalists that will be awarded any prize in this contest are the up to sixteen (16) 2019 KISW Rock Girls selected as Winners.
10. The verified Winners will receive the following as prizes for being selected 2019 KISW ROCK GIRLS (if accepted, valued at approximately \$500):
  - The Winners will be 2019 KISW Rock Girls until the date on the date that the 2020 KISW Rock Girls are announced (TBD), not earlier than February 1, 2020 (“Termination Date”). As Rock Girls, the winners will have the opportunity, from time to time, to participate in station events during the year, including three (3) station events: KISW Summer Concert, and two others to be determined. Rock Girls will be, subject to the terms of these rules temporary part-time employees and, as such, will NOT be entitled to participate in any KISW employment benefits (medical, dental , 401K, etc.) otherwise generally offered to KISW full-time employees (except to the extent required by law). On the Termination Date, the 2019 Rock Girls will automatically cease to be employees of KISW and must return all company property on or before Termination Date. No individual winning Rock Girl is guaranteed any minimum or maximum number of event appearances (if any at all). In the event that a particular 2019 Rock Girl is scheduled by KISW and appears at a station event, she will receive (i) \$35/hr for each hour worked at these events (except for the events described in subsection (iii) below), (ii) \$16/hour for time spent at the KISW offices for meetings and commercial production and/or (iii) \$16/hour for working time at the KISW summer concert, Pain in the Grass, and the two other station events. **STATION IS NOT OBLIGATED TO PROVIDE ANY SPECIFIC ROCK GIRL WITH ANY SUCH OPPORTUNITIES NOR ANY MINIMUM NUMBER OF OPPORTUNITIES NOR PROVIDE ALL ROCK GIRLS MEMBERS WITH THE SAME NUMBER OF OPPORTUNITIES.**
  - All Winners must sign 2019KISW Rock Girls Agreement “as is” in the form attached to these rules as Attachment A and will be bound by this Agreement and all other general employment policies and requirements of KISW, which includes (without limitation) agreement to the following:
    - a) To participate in one (1) 2019 Rock Girls Meet and Greet Event, date TBD. For the avoidance of doubt, Station, at its sole discretion, may elect to not hold such 2019 Rock Girls Meet and Greet Event.
    - b) To participate in one photo shoot that will be conducted on dates TBD for a personality shoot. Each Rock Girl will be assigned to one of the two days of the shoot. This will be a four outfit shoot and Rock Girls will be provided with at least one high resolution copy of their photos selected by KISW to be displayed on [kisw.com](http://kisw.com) and consents to Rock Girls using such copies for their portfolios.

- c) To participate in another photo shoot on mutually agreeable choice of days and time (based on dates pre-selected by KISW) for the 2020 KISW Rock Girls calendar. This will be a two outfit shoots and Rock Girls will be provided with at least one high resolution copy of the photos selected by KISW to be displayed on kisw.com and consents to Rock Girls using such copies for their portfolios.
- Each Winner will be given a Rock Girl uniform, which must be worn to all station events unless otherwise stipulated by a station representative.
- Winners who receive compensation and or taxable prizes will be deemed part-time, temporary employees, will be required to complete all required KISW and governmental employment forms and will have customary payroll withholdings deducted from their earnings. They will receive an IRS Form W-2 from Entercom for tax reporting purposes for the year in which any compensation is received or prize awarded.
- By being a Rock Girl, Winners consent to the taking of their photographs or video, from time to time, and that such photos or video will be the sole property of KISW and that KISW may (in its sole discretion) use such photos in any way it sees fit, including, without limitation, inclusion in a Posters, calendars, DVDs, and/or Web based Photo layout. Rock Girls understand and agree that they will NOT be entitled to any additional compensation for such features (other than personal appearances at KISW events as set forth in the bullet point above) and that KISW will solely own all rights to photos and videos and resulting revenues derived from any use of the photos or videos.
- **In the event a Winner elects not to accept the opportunities described above, such Winner shall not be entitled to win any prize or compensation.**
- KISW reserves the right to terminate the services of any of the Winners who become Rock Girls, prior to the Termination Date, based on any of the following at any time during their tenure as Rock Girls:
  - Failure to attend three (3) or more events that they have accepted or agreed to attend, including meetings and production assignments;
  - Failure to arrive on time to three (3) or more events;
  - Canceling three (3) or more appearances within 24 hours of the event;
  - Obtaining employment or participating in any contest or promotion of any Seattle/Tacoma area radio station other than KISW or being employed by any company that owns or operates a radio station in the greater Seattle/Tacoma area;
  - Causing damage to Entercom property or intentionally or recklessly causing damage to any third party property while performing services for Entercom;
  - Failure to maintain communication with KISW;
  - Behavior at a KISW event or while wearing a KISW Rock Girls uniform that is not in the best interest of KISW or its or her reputation in the community;
  - As set forth in Section 19 below,
  - Other act(s) or omission(s) which would constitute "cause" under Washington state law, or
  - Any other lawful reason that KISW reasonably considers just cause for terminating the Rock Girl's relationship with KISW.

In the event of such any termination, the affected Rock Girl will forfeit the title of Rock Girl, together with all associated future earnings, prizes, and photo opportunities.

- KISW will treat the first attendance violation with a verbal warning, the second attendance violation with a written warning, and the third violation will result in forfeiture of the title of Rock Girl. When a Rock Girl is terminated or chooses to relinquish the title, KISW reserves the right to award the title of 2019 KISW Rock Girl to any other person, based solely on the KISW's discretion and any such additional Rock Girl will NOT be governed by these contest rules.
- The reigning Rock Girls may also be awarded other prizes from time to time, which may include annual gym memberships, apparel, footwear, travel opportunities, concerts and sporting event tickets. No guarantee of any such prizes is made by KISW (and note that this has not been done in the last several years). Any such supplemental prizes (if any) may be subject to additional restrictions as set forth in the KISW's general contest rules.

- KISW are not responsible for replacing or reimbursing entrants or Rock Girls with any form of compensation for events that are canceled. All cancellations are deemed beyond the control of KISW. This includes, but is not limited to, event cancellations, delays of any form and duration, game cancellation and delays, as well as all acts of nature or war. Additionally, KISW is not responsible for any third party work stoppage that may affect its ability to provide any of the non-cash prizes. KISW is not responsible for any expenses incurred as a result of such cancellations.

### **Sponsor(s)**

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11. The sponsor of this contest is Entercom Washington, LLC.

### **Other Rules Specific to This Contest**

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12. The contest is open to all previous KISW winners, regardless of previous amount won or date of winning. Previous Winners must enter this year's contest (as described in Section 2) for a chance to become a 2019 Rock Girl.
13. Entrants in this Contest and Rock Girls may not violate any federal, state or local laws and may not harm or endanger themselves or other persons or property. If KISW deems that an Entrant or any reigning Rock Girl may have created a public hazard, cheated, and engaged in improper activity, caused interference with or destruction of property and/or utilized public safety resources, such Entrant Rock Girl will be disqualified or, if applicable, terminated.
14. KISW is not responsible for any agreements made by Entrants/Winners, verbal or written, to others due to their participation in this promotion, contest and/or associated event or appearance with any person or entity.
15. Entrants acknowledge that this opportunity to participate and the associated prize/opportunity is not transferable by them to a third party nor is it redeemable for cash. **Entrants understand that if they do not provide KISW or its sponsor (as applicable) with their social security number that they may not be entitled to participate in the promotion, contest and/or event or to receive any prize(s).**
16. This contest is a contest of skill and does not involve any element of chance and, accordingly, odds of winning are not applicable.

ATTACHMENT A  
**KISW 2019 ROCK GIRLS SEARCH**  
CONSENT TO USE OF LIKENESS & BIOGRAPHICAL INFORMATION, LIABILITY RELEASE  
AGREEMENT & ELIGIBILITY AFFIDAVIT

**THIS INCLUDES A RELEASE OF LEGAL LIABILITY - READ BEFORE SIGNING!**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, received from Entercom Washington, LLC, d/b/a KISW (hereinafter referred to as "KISW"), including, without limitation, the opportunity to participate in the 2019 KISW Rock Girls Search contest, I, the undersigned, do hereby irrevocably acknowledge, agree and consent to the following:

(1) KISW, its affiliates, parents, employees, agents and sponsors may use, in perpetuity, for advertising, commercial, promotional and/or any other purpose and on any medium (whether audio, video, print, internet or otherwise), my name, voice, photo, likeness and/or biographical information in connection with my participation in the Rock Girls search competition without the payment of any additional compensation to me, including, without limitation, in any upcoming or future "Rock Girls" Poster, calendar, DVDs, internet web site, or any other related product or promotion.

**(2) I assume all risks associated with my participation in this contest and, if selected as a Rock Girl and except as otherwise required by law, with my participation as a Rock Girl. By this document and in consideration of the opportunity and/or prize afforded to me in connection with my participation in said contest, promotion and/or event, the receipt of which I hereby acknowledge, I remise, release, waive, and forever discharge and agree to indemnify and hold harmless KISW, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest and/or event from any and all liability, claims, actions and damages including, but not limited to, any claims for personal injury and negligence arising in any manner whatsoever from (a) my participation in the said promotion, contest, and/or KISW Rock Girl event; and (b) the receipt and the use of any prize (including, without limitation, my role as a Rock Girl, if applicable).**

**(3) I REPRESENT AND WARRANT TO STATION THAT I EXCLUSIVELY OWN (OR HAVE OBTAINED A LICENSE FROM THE COPYRIGHT HOLDER TO) THE COPYRIGHT IN THE SUBMITTED PHOTOS (IT CANNOT BE "OWNED" IN ANY WAY BY ANY OTHER PERSON OR COMPANY WITHOUT OBTAINING HIS/HER EXPRESS CONSENT TO ENTER THIS CONTEST AND ALLOW STATION TO USE THE PHOTO AS CONTEMPLATED IN THE CONTEST RULES). I REPRESENTING TO STATION THAT THE USE AND DISTRIBUTION OF SUCH PHOTO WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS. I FURTHER REPRESENT AND WARRANT TO STATION THAT THE USE AND DISTRIBUTION OF SUCH PHOTOGRAPH(S) WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS IN OR TO THE PICTURE. I AGREE TO INDEMNIFY STATION SHOULD ANY OF THE REPRESENTATIONS AND WARRANTIES MADE BY ME HEREIN OR IN THE APPLICABLE CONTEST RULES PROVE TO BE FALSE OR INACCURATE.**

(4) I hereby affirm that:

(a) I am at least twenty-one (21) years of age, that I am a resident of the state of Washington, that I am a legal United States resident or citizen, and I am not employed by KISW, its parents, affiliates or assigns, or any promotion, contest and/or event sponsor or any radio station within a 100 mile radius of Seattle.

(b) No immediate family or household member (including spouse, parents, grandparents, siblings, children, roommates, co-habituating partners, and grandchildren) is employed by KISW, its parents, affiliates or assigns, or any promotion, contest and/or event sponsor or any radio station within a 100 mile radius of Seattle.

(c) I had no knowledge that I would be selected to participate in or win in this promotion, contest, or event at any time prior to my actual selection and/or being awarded the prize, and I had no prior contact with any representative of KISW or any judges or any person in any way connected with KISW, any sponsors or any judges on the basis of which I received information not generally available to the public, which was in any way helpful to me in being selected.

(d) **I acknowledge and agree that I have been made aware that the complete copy of the contest rules are available at [www.kisw.com](http://www.kisw.com) and that I have the right, obligation and opportunity to read such contest rules. I understand and agree that by my participation in this contest I am agree to be bound by the requirements set forth in those contest rules, including, without limitation, all of the restrictions and conditions associated with being a Rock Girl, if I am so selected.**

(5) I hereby agree that I will be entirely responsible for all income taxes, including all state, federal and local (if applicable) on my participation in this promotion, contest and/or event and will be subject to required tax withholdings if I am selected as a Rock Girl.

(6) KISW is not responsible for any agreements made by me, verbal or written, to others due to my participation in this promotion, contest and/or event with any person or entity.

(7) ***I acknowledge that this opportunity to participate and the associated prize/opportunity is not transferable by me to a third party nor is it redeemable for cash, AND IS NOT AN APPLICATION FOR EMPLOYMENT, unless otherwise expressly set forth in the contest rules for this contest. I understand that if I do not provide KISW or its sponsors (as applicable) with my social security number that I may not be entitled to participate in the promotion, contest and/or event or to receive any prize(s).***

(8) If selected as a Rock Girl, I agree to:

- To participate in one (1) 2019 Rock Girls Meet and Greet Event, date TBD. I understand that KISW may elect to not hold this event, at KISW's sole discretion.
- To participate in one photo shoot that will be conducted on dates TBD for a personality shoot. Each Rock Girl will be assigned to one of the two days of the shoot. This will be a four outfit shoot and Rock Girls will be provided with at least one high resolution copy of their photos selected by KISW to be displayed on [kisw.com](http://kisw.com) and consents to Rock Girls using such copies for their portfolios.
- To participate in another photo shoot on mutually agreeable choice of days and time (based on dates pre-selected by KISW) for the KISW Rock Girls calendar. This will be a one - two outfit shoot and Rock Girls will be provided with at least one high resolution copy of the photos selected by KISW to be displayed on [kisw.com](http://kisw.com) and consents to Rock Girls using such copies for their portfolios.

**I understand that KISW will retain exclusive ownership of all photos.**

(9) If I am requested by KISW and do make a personal appearance as a Rock Girl, I will receive (i) \$35/hr for each hour worked at these events (except for the events described in subsection (iii) below), (ii) \$16/hour for time spent at the KISW offices for meetings and commercial production and/or (iii) \$16/hour for working time at the KISW summer concert, Pain in the Grass, and the two other station events.

(10) *I understand and agree to the following if I am selected as a Rock Girl:*

- **I** will be, subject to the terms of the contest rules, a temporary part-time employee of KISW
- As such, **I** will NOT be entitled to participate in any KISW employment benefits (medical, dental, 401K, etc...) otherwise generally offered to KISW full-time employees (except to the extent required by law).



- I will automatically cease to be an employee of KISW on the date that the 2020 KISW Rock Girls are announced (TBD), not earlier than February 1, 2020 (“**Termination Date**”), and must return all company property or before the Termination Date.
- **STATION IS NOT OBLIGATED TO PROVIDE ANY ME WITH ANY FOR-PAY OPPORTUNITIES NOR ANY MINIMUM NUMBER OF OPPORTUNITIES NOR PROVIDE ALL ROCK GIRLS MEMBERS WITH THE SAME NUMBER OF OPPORTUNITIES.**
- I hereby grant to KISW the exclusive right to commercial use of my name, biography, voice, recorded performance, picture, portrait, caricature and likeness both for informational purposes and in connection with the publicizing and advertising of KISW.
- I shall comply with all KISW policies and applicable laws, perform my duties where and when instructed by KISW management and shall be subject to immediate termination for cause prior to the Termination Date.
- I agree to keep in strict confidence at all times and to not disclose to any third party any sales, technical, financial, programming or other data or practices of KISW or its affiliated companies.

(11) I understand and agree that all copyright, trademark and/or other intellectual property rights of any kind developed by me while performing services to KISW and relating to or useful in the KISW business shall be deemed a “work for hire” and shall be and remain the sole and exclusive property of KISW, and I shall, to the extent deemed necessary or desirable by KISW, cooperate and assist KISW in perfecting, filing and recording any such rights. My obligations under this Section shall survive the expiration or termination of this Agreement.

(12) I represent and warrant that I am free to enter into and perform this Agreement with KISW and am not and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to: (a) my right to execute this Agreement; (b) my right to grant all of the rights granted to KISW hereunder; and (c) my right to fully perform each and every term and obligation hereof. I agree not to do or attempt to do, or suffer to be done, during or after the term hereof any act in derogation of or inconsistent with Company’s rights hereunder.

(13) This Agreement may not be modified or amended except by a written instrument duly executed by the party against whom such modification or amendment is sought to be enforced. I agree that terms of this Agreement shall be binding and shall be interpreted under and governed by laws of Washington without regard to the choice of law provisions thereof. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(14) I have read the above and understand what I have read. I acknowledge and understand that in signing this Agreement I will be legally bound.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LEGAL NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ @ \_\_\_\_\_