Official Rules - St. Paul Summer Beer Fest Ticket Giveaway Sweepstakes

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING

When and How to Enter: To enter the St. Paul Summer Beer Fest Ticket Sweepstakes ("Sweepstakes"), visit St. Paul Summer Beer Fest Facebook Page ("Website") beginning at 9:00 a.m. CT on May 13, 2019 through 11:59:59 p.m. CT on June 3, 2019 (the "Sweepstakes Period"), and complete the entry form, which includes your name, email address and daytime telephone number ("Entry Form"). The Sweepstakes Period will be broken out into three (3) separate entry periods (each, an "Entry Period"), as specifically set forth in the Entry, Drawing & Prize Chart below. Once you have completed the Entry Form, click "submit" to be entered into the applicable Entry Period, as set forth in the Entry, Drawing & Prize Chart below. Limit one (1) entry per person/email address for the entire Sweepstakes Period. However, to receive additional entries in a specific Entry Period, upon submitting your entry form, you will see "Get More Entries" where entrants can refer a friend by sharing the Sweepstakes through Facebook, Twitter, email or sending a direct link. For each referred friend who successfully submits and entry form in the applicable Entry Period, you will receive one (1) additional entry into that Entry Period. All entries must be received by 11:59:59 p.m. CT on the End Date as set forth in the Entry, Drawing & Prize Chart below, or by 11:59:59 p.m. CT on June 3, 2019 to be entered into the final Entry Period.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing the information to Sponsor, and not to Facebook.

Entry, Drawing & Prize Chart			
Start Time and Date	End Time and Date	Random Drawing	Prize
12:00:00 a.m. CT on	11:59:59 p.m. CT on	5/20/2019	2 Prizes
5/13/2019	5/19/2019	, ,	
12:00:00 a.m. CT on	11:59:59 p.m. CT on	5/27/2019	1 Prize
5/20/2019	5/27/2019		
12:00:00 a.m. CT on	11:59:59 p.m. CT on	6/4/2019	1 Prizes
5/28/2019	6/3/2019	. ,	

- **2. Random Drawings/Winner Notification:** From all Entry Period entries received pursuant to Paragraph 1 (a) above, the number of Prizes as specified in the *Entry, Drawing & Prize Chart* above will be randomly drawn on or about the Random Drawing date set forth in the *Entry, Drawing & Prize Chart* above from among all entries received per Entry Period. All non-winning entries <u>WILL</u> be rolled over into subsequent Entry Periods. Limit one Prize per person/household during the entire Sweepstakes Period. Entry Period Prize winners will be notified by phone/email. Winners will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to **2 attempts** to contact the winner. If the winner cannot be contacted after 2 attempts, that potential winner will forfeit the prize, and the prize may be awarded to an alternate winner, time permitting.
- 3. Claiming Prizes: Upon winner verification, as a condition of being named an official winner, the potential winner must claim his/her prize in person at Hubbard Interactive located at 3415 University Ave, St. Paul, MN 55114, during normal business

hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **by 5:00 PM CT on June 7, 2019** to verify that he/she is the qualified winner and may be required to sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, or does not make it to the Studio by 5:00 PM CT on June, 8, 2019, the prize may not be awarded, at Sponsor's sole discretion. All unclaimed or returned prizes remain the property of Sponsor.

- 4. Prizes & Approximate Retail Values ("ARV"): Four (4) Prizes Two (2) General Admission Tickets to the 2019 St. Paul Summer Beer Fest on June 8, 2019 from 2:00-5:00 PM CT at the Minnesota State Fair Grounds in St. Paul, MN. ARV: \$90.00 each. Winner and guest must both be 21 years of age or older and have a valid identification to enter the Festival. Certificates are subject to the terms, conditions and restrictions printed on the certificate. Certificates may be used only for the 2019 St. Paul Summer Beer Fest. Prizes consist of only those items listed as part of the prize. All taxes associated with a prize are each winner's sole responsibility. Prizes are nontransferable, and no substitution will be made except as provided herein at Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a prize, or component thereof, for one of equal or greater value if the designated prize should become unavailable for any reason.
- **5. Eligibility:** Open and offered only to legal residents of Minnesota and Wisconsin, who are 21 years of age or older. Employees and directors of St. Paul Beer Fest ("Sponsor"), 2060 Digital, LLC d/b/a Hubbard Interactive ("Administrator"), Hubbard Radio, LLC, HBI Radio, LLC and their respective parents, subsidiaries and affiliated companies, advertising, promotion or production agencies (collectively, with Sponsor and Administrator, the "Released Parties") and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Void outside of in Alaska, Hawaii and where prohibited.
- LIMITATION OF LIABILITY: By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the failure to capture or loss of any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the website or any Sweepstakes-related website(s). This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) any change in prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action[s], regulation[s], order[s] or request[s] prove[s] to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry; (i) any technical malfunctions or unavailability of a website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider or mail service utilized by any of the Released Parties or by an entrant; (j) interruption or inability to access the Sweepstakes or any online service via the Internet due to hardware or software compatibility problems.

7. **DISPUTES:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Minnesota State Court: (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) 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-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

- **8. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Administrator's Privacy Policy as stated at http://corporate.hubbardradio.com/privacy-policy/.
- 9. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address associated with the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT **PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- **10. WINNER LIST/OFFICIAL RULES:** For the names of the Prize winners, send a handprinted, self-addressed, stamped envelope ("SASE") to: St. Paul Summer Beer Fest Ticket Giveaway Sweepstakes Winners List/Official Rules (designate which), c/o 2060 Digital, LLC, 3415 University Avenue, St. Paul, MN 55114. The requests must be received by June 8, 2019. Or, to see the Official Rules without sending a SASE, see the Website during the Sweepstakes Period.
- **11. Sponsor:** St. Paul Summer Beer Fest, St. Paul, MN.