

**Official Rules for the
Swim into Spring Sweepstakes**

**NO PURCHASE NECESSARY.
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING**

1. **How to Enter:** To enter, visit the Custom Pools page on Facebook ("Web site") from 9:00:00 a.m. Central Time ("CT") on 3/18/2019 through 11:59:59 p.m. CT on 4/15/2019, find and complete the entry form, which includes your name, email address, date of birth, state where you reside, zip code, and daytime telephone number. Once you have completed the entry form, click "submit" to be entered into the Random Drawing. Limit one (1) entry per person/email address via this method of entry. However, to receive additional entries in the Sweepstakes, upon submitting your entry form, you will be shown options to share the Sweepstakes through Twitter, email or Facebook and for each referred friend who successfully submits an entry form, you will receive one (1) additional entry into the Sweepstakes. All entries must be received by 11:59:59 p.m. CT on 4/15/2019 to be entered into the Random Drawing.

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

2. **Random Drawing:** A random drawing will be conducted on or about 4/16/2019, from among all eligible entries received to determine the winner. Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Administrator will conduct the random drawing. Winner will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to 3 attempts to contact each winner. If any winner cannot be contacted after 3 attempts, that potential winner will forfeit the prize, and the prize may be awarded to an alternate winner, time permitting.
3. **Claiming Your Prize:** Upon winner verification, the winners will either, as determined solely by Sponsor, be told how they will receive their prize in one of two ways as follows: (1) Prize Pick-Up: **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at KSTP-AM/KSTP-FM/KTMY-FM Studios (on behalf of Sponsor) located at 3415 University Avenue, St. Paul, Minnesota 55114, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **ten (10) business days** of the day he or she wins to verify that he/she is the qualified winner and must sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Grand Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Grand 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, the prize will not be awarded. OR (2) Prize Mailed: Administrator, on behalf of Sponsor, will mail out the prize to the winner. Neither Administrator nor Sponsor is responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain the property of Sponsor. Winner may be required to sign

and complete a W9 prior to receiving their prize and a 1099 form will be submitted by Sponsor (or Administrator, on behalf of the Sponsor) to all appropriate taxing authorities.

4. **Prize & Approximate Retail Value ("ARV"): 1 Grand Prizes** – 2 night certificate for any GrandStay Hotel. The certificate is has a value of \$130 per night = \$260. Grand Stay will provide list of eligible hotels. Custom Pools will be giving the following items: Floating Drink Tray, Outdoor Clock, Outdoor Speaker & Floating Bean Bag Toss Game with a total value of \$225. ARV: \$485.00. Prize consists of only those items specifically listed as part of the prize. Winner is solely responsible for all local, state and federal taxes on prize. No substitution or transfer or prize allowed, except that Sponsor may substitute a prize, or any portion thereof, for one of equal or greater value for any or no reason.
5. **Eligibility:** Open and offered only to legal residents of the Minnesota and Wisconsin who are 18 years of age or older. Employees and directors of Custom Pools, Grand Stay, KSTP-AM/KSTP-FM/KTMY-FM ("Administrator"), Hubbard Radio, LLC, [ANY OTHER THIRD PARTY INVOLVED], (collectively, "Released Parties") and their respective parents, subsidiaries and affiliated companies, advertising, promotion or production agencies, and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Void where prohibited.
6. **Entry Conditions and Release:** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of Prize.
7. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form, including a Receipt, is subject to Administrator's Privacy Policy: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Custom Pools and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.
8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other

means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the Grand Prize Winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Grand Prize at its sole discretion.
10. **Disputes/Governing Law:** Entrants 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-of-pocket 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.

11. **Sweepstakes Winners:** For the Sweepstakes Winners' names (available after 5/15/2019), see Custom Pool's Facebook page.
12. **Official Rules:** For a copy of these Official Rule, see Sponsor's Facebook page through the Sweepstakes Period.
13. **Sponsor:** Custom Pools, Inc. 8960 Excelsior Blvd. Hopkins, MN 55343