

## **KS95'S DOUBLE YOUR PAYCHECK SWEEPSTAKES**

### **OFFICIAL RULES**

**1. How to Enter the Sweepstakes:** NO PURCHASE NECESSARY. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.

IF YOU ARE NAMED A WINNER IN THIS SWEEPSTAKES, BY ACCEPTING A PRIZE, YOU HEREBY AUTHORIZE SPONSOR TO USE YOUR IMAGE ON ITS WEBSITE AND SOCIAL MEDIA PAGES IN CONNECTION WITH THIS SWEEPSTAKES.

There are four (4) ways to participate in the KS95 Double Your Paycheck Sweepstakes ("Sweepstakes").

A. Website Entry. In order to enter via this method, go to [www.ks95.com](http://www.ks95.com) ("Website") beginning August 31, 2020, and complete the entry, which includes your name, address, home phone number, cell phone number and email address; listeners may also indicate on the entry the days and hours that they listen to KS95 (any or all Tuesdays & Thursdays at or about any or all of the following times: 8:00 a.m., 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 pm, 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m. and 5:00 p.m.). Sponsor is not responsible for problems accessing the Website, technical or atmospheric conditions that disrupt the completion of the web site entry, or any other problems which might or might not result from this Sweepstakes.

B. KS95 Facebook Entry. In order to enter via this method, log on to [www.ks95.com](http://www.ks95.com), enter the keyword "Facebook," click on the Sweepstakes icon at the top of the page, which will take you to the KS95 page on Facebook. Once there, click on the Double Your Paycheck Sweepstakes icon to enter the Sweepstakes. KS95 is not responsible for problems accessing the KS95 website and/or Facebook, or technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this Sweepstakes. **This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You are providing information to KS95 and Direct Marketing Results, not to Facebook.** Entries via this method will be accepted beginning August 31<sup>st</sup>, 2020 through an end-date to be determined by the Sponsor as announced on a future date on KS95 or on the Website.

C. Refer-A-Friend Entry: After entering via any method as set forth in Paragraphs 1 A or B above, you will also be provided an ongoing opportunity to "Tell A Friend" to participate in KS95's Double Your Paycheck. If you "Tell A Friend" through the "Tell A Friend" link on the Website during the Sweepstakes, and if that friend enters the Sweepstakes **through your personal unique entry URL provided to you when you entered your friend's name** and your friend's name is randomly drawn from all eligible entries received and his/her name is announced at or about 8:00 a.m., 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m. and 5:00 p.m. and your friend hears his/her name announced on KS95, he/she will have ten (10) minutes to call **651-989-KS95 (5795)** to win. If your friend whose name is announced calls within the ten (10) minutes, he/she will win and double his/her paycheck pursuant to Paragraph 4 below and you will also automatically win a \$500 Double Your Paycheck **Bonus** Check. If the listener whose name is announced during a specific time slot does not call in within ten (10) minutes, no prize will be awarded for that time slot and you will not receive a bonus check for referring that friend. There is no limit to the number of friends you refer, and you can receive an unlimited amount of \$500 Double Your Paycheck bonus checks for this Sweepstakes. In the event that a winning listener was referred online previously by another entered listener (the "Tell-a-Friend" feature on the Sweepstakes entry form), only the referring listener who's online email referral link was used for the entry will be eligible to receive a \$500 Double Your Paycheck Bonus Check provided that the referring listener otherwise complies with these Official Rules. The order

of referrals ("Tell-A-Friend") as it relates to determining the eligibility necessary to award a \$500 Double Your Paycheck Bonus Check shall be determined solely at the discretion of KS95. **PLEASE NOTE: In order to be eligible to receive the \$500 bonus, the person you refer MUST register for the first time by clicking the referral link provided in the referral email. The referral email is automatically sent to the referral email addresses you provide on the referral submission via the webform. No phone calls or emails explaining you referred a friend will be accepted or acknowledged.**

D. App Entry: In order to enter via this method you must download the KS95 mobile Stream Player app from your App marketplace to your iPhone, iPad or Android device, and open the app on your smartphone or iPad. Upon opening the app, you will find entry form asking for your name, email address, date of birth, address, and daytime telephone number. Once you have completed the entry form, click "submit" to be entered into the App Random Drawing. Limit one (1) entry per person/email address during the App Entry Period.

2. **How to win.** On Tuesdays and Thursdays beginning **September 15, 2020**, through a to-be-determined date, an entrant's name will be randomly drawn from all eligible entries received up until a week prior to that random drawing, and announced at or about 8:00 a.m., 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 pm, 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m. and 5:00 p.m.; when a listener hears his/her name announced, the listener will have ten (10) minutes to call 651-989-KS95 (5795) to win. If the listener whose name is announced calls in within the ten (10) minutes, he/she will win and double his/her paycheck pursuant to Paragraph 4 below. If the listener whose name is announced during a specific time slot does not call in within ten (10) minutes, no prize will be awarded for that time slot.

3. **How to Claim a Prize:** Each winner must claim his/her prize via email communication with KS95 promotions during normal business hours (Monday-Friday, 9:00a.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. 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. Each winner must prove he or she is a qualified winner by presenting identification acceptable to KS95 (e.g., state drivers 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. All unclaimed prizes remain the property of KS95. Prizes will not be issued to winners unless a social security number is presented.

4. **Prizes.** Limit: One prize per household (except for the Tell-A-Friend Bonus Checks, which are unlimited). KS95 will match one week's gross regular (**no bonuses/no overtime/no dividends/no commissions**) pay of each winner, up to a maximum prize per winner of \$1,000. If the amount of a winner's weekly pay is less than \$500, the winner will be awarded the minimum prize of \$500. Unemployed or retired persons will be awarded \$500. KS95 will determine the winner's weekly salary by averaging the winner's previous four weekly pay stubs. (If the winner is paid on a two week period, the previous two pay stubs will be averaged.) Pay stubs must be dated from the four week period prior to the winner winning the Sweepstakes. Participants who for any reason cannot produce pay stubs dating from the four-week period immediately prior to winning the Sweepstakes will be considered, for the purposes of this Sweepstakes, to be unemployed and will be awarded the minimum prize of \$500. The term pay stub, for the purposes of this Sweepstakes, does not include any disability benefits, social security benefits, retirement benefits, distributions of any kind or any other income from any source other than an employer-employee relationship or by virtue of being self-employed. KS95 reserves the right, in its sole discretion, to determine what constitutes an employee-employer relationship or self-employment. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 5 of these rules. The winners are responsible for all applicable income taxes. All federal, state and local laws apply. A 1099 form may be submitted to all appropriate taxing authorities. Odds of winning are dependent on the number of eligible entries received.

5. **Eligibility:** Individuals must be 18 years of age or older and residents of Minnesota and Wisconsin

who reside within 150 miles from the KS95 Studios located at 3415 University Ave, St. Paul, MN 55114. Limit, one winner per household during the duration of this Sweepstakes, except for the Tell-A-Friend Bonus Checks, which can be unlimited. In order to be eligible to win a prize in this Sweepstakes, you cannot have won any prize or combination of prizes with a total stated value of \$600.00 or more from KS95 within 60 days prior to the awarding of a prize to you in this Sweepstakes. These restrictions apply even if you reject the prize. Employees of KSTP-FM, LLC, Hubbard Radio, LLC, Direct Marketing Results, Treasure Island Resort & Casino or any of their subsidiaries, and their immediate families, are not eligible to enter. Anyone participating in this Sweepstakes or claiming a prize in this Sweepstakes in violation of these rules will be disqualified from winning a prize in this Sweepstakes and from participating in KS95 contests or sweepstakes for a period of one year. You must personally call in yourself to be eligible to win a prize in this Sweepstakes and KS95 reserves the right, in its sole discretion, to take any actions it feels may be reasonably necessary in order to verify that the person calling is in the correct person. Substitute callers (e.g. friends, relatives, co-workers, etc.) are not allowed, except in the case of a disability that prevents the person whose name is announced from calling himself or herself, and will result in disqualification at the sole discretion of KS95. KS95's decisions in this regard shall be final. KS95 may discontinue the Sweepstakes at any time without notice. KS95 may also at any time and without notice change the prizes to be awarded in this Sweepstakes.

6. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant 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 participation in this Sweepstakes and acceptance or use or misuse of prize; (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; and (d) allow Sponsor's use for promotional purposes, of his/her likeness, voice (including a recording of the winner's telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.
7. **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 manmade epidemic of health or 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. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation 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.

8. **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 participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; 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.
9. **Privacy Policies and Data Collection:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor 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
10. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Minnesota; (2) 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' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this 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 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. **Official Rules/Winner's List:** For a copy of these official rules or name of winners, send a hand printed, self-addressed, stamped envelope to: Official Rules/Winner's List (designate which), KS95's Double Your Paycheck Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
12. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.