## Official Rules - American Refugee Committee "Trip for Two to do the Doable!" Sweepstakes

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

- 1. **Sweepstakes Period:** You can enter the American Refugee Committee's "Trip for Two to do the Doable!" Sweepstakes ("Sweepstakes") beginning at 02:00:00 AM Central Time ("CT") on August 13, 2018 and ending at 11:59:59 PM CT on September 9, 2018 ("Sweepstakes Period"):
- 2. **How to Enter:** There are two (2) ways to enter the Sweepstakes:
  - i. ARC Facebook Page: To enter via Facebook, visit the American Refugee Committee page on Facebook ("Website") during the Sweepstakes Period, to 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 Sweepstakes random drawing.
  - ii. Radio Stream Rewards: To enter via a radio stream rewards, listeners must first register on their applicable radio stream player as defined in Official Rule #12 (each, a "Stream Player" or collectively, the "Stream Players"), or if a listener is a current registered user, must first log into their account on the Stream Player's website or App. Then, listen through your Stream Player (either online or through the applicable Stream Player App) during the Sweepstakes Period, and for every one (1) hour or more you listen through your Stream Player in any given day during the Sweepstakes Period, you will be eligible to receive one (1) entry into the random drawing. For purposes of this Sweepstakes, a day shall be defined as beginning at 12:00:00 AM CT and ending at 11:59:59 PM CT each day throughout the Sweepstakes Period (each, a "Day"). To be entered, each registered listener must also complete and submit an online entry form found at the "Trip for Two to the Doable!" rewards detail page.

All entries must be received by 11:59:59 PM CT on September 9, 2018 to be entered into the Random Drawing. <u>Limit of one (1) entry per person per day, regardless of the method of entry (and regardless of the number of hours each listener may listen per Day).</u>

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.

3. Random Drawing: A random drawing will be conducted on or about September 11, 2018 from among all eligible entries received to determine the Grand Prize winner. Decisions of judges are final and binding. Odds of winning the Grand Prize depend on the total number of entries received during the Sweepstakes Period. 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 the

potential Grand Prize winner. If the potential Grand Prize winner cannot be contacted after 3 attempts, that potential winner will forfeit his/her right to the Grand Prize, and an alternate Grand Prize winner will be selected, time permitting. Potential Grand Prize winner will be required to complete, sign and return an Affidavit of Eligibility, Liability Release and Publicity Release (where legal) (collectively, the "Prize Releases"), within 10 business days of receipt of such Prize Releases. Winner will also 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. These documents may require that you provide your Social Security Number for tax reporting purposes. Non-compliance with this requirement, or if prize/prize notification is returned as non-deliverable, or if any winner is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited and may be awarded to an alternate winner, time permitting. Upon receipt of all Prize Releases, Sponsor will contact the Grand Prize winner to arrange for travel arrangements.

- 4. Prize & Approximate Retail Values ("ARV"): One (1) Grand Prize - Trip for two (2) people to Nyabiheke Refugee Camp in eastern Rwanda with the American Refugee Committee from January 19, 2019 through January 26, 2019. Trip includes: roundtrip coach airfare from the Sponsor-specified major airport nearest winner's residence to Rwanda; seven (7) nights hotel accommodations for two people (one standard room, double occupancy); ground transportation to/from airport/hotel in Rwanda; visa costs for winner and guest; and breakfast, lunch and dinner each day for winner and guest for seven (7) days; ARV: \$5,000.00. Must present a valid credit card upon check-in at hotel. Alcohol, souvenirs/gifts, medical exam, inoculation/vaccination costs, and any other costs or fees not specified in these Official Rules are not included as part of the prize and are winner's and winner's guest's sole responsibility. Receiving a medical exam and inoculations/vaccinations are required as a condition to accept the prize and travel to Rwanda as the Grand Prize winner and winner's guest. A visa will be required for winner and winner's guest as a condition of receiving the prize and Sponsor will assist winner and winner's guest in obtaining the visa, as well as reimburse winner and winner's guest for any fees associated with receiving a visa to travel to Rwanda. A valid passport will also be required to travel. Winner and winner's guest must travel from January 19, 2019 through January 26, 2019 or prize will be forfeited and could be awarded to an alternate, time permitting, unless otherwise agreed to by Sponsor in writing. Prize only consists of the items specifically listed as part of the prize. Winner's travel companion must be at least 21 years of age or older. Winner and travel companion must travel on the same itinerary and have valid passports in order to travel to Rwanda. No cash or other substitution allowed by winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. The prize is non-assignable and nontransferable. Grand Prize winner is solely responsible for local, state and federal taxes on the prize..
- 5. **Eligibility:** Open and offered only to legal residents of the 48 contiguous United States and District of Columbia, excluding Florida and New York residents, who are 21 years of age or older with a valid passport and a willingness to receive required medical exam and inoculations as a condition of traveling to Rwanda. Void in AK, HI, FL, NY and where prohibited. Employees and directors of American Refugee Committee ("Sponsor"), 2060

Digital, LLC d/b/a Hubbard Interactive (collectively, "Administrator"), Hubbard Radio, LLC, 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.

6. 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-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.
- **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 <a href="http://corporate.hubbardradio.com/privacy-policy/">http://corporate.hubbardradio.com/privacy-policy/</a>.
- **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 name of the winner, send a hand-printed, self-addressed, stamped envelope ("SASE") to: Trip for Two to Do The Doable! Sweepstakes Winner's List/Official Rules (designate which), c/o 2060 Digital, LLC d/b/a Hubbard Interactive, 3415 University Avenue, St. Paul, MN 55114. The requests must be received by September 17, 2018. Or, to see the Official Rules without sending a SASE, see the Website.
- 11. Sponsor: American Refugee Committee, 615 1st Ave NE #500, Minneapolis, MN 55413.
- **12. Radio Stream Players:** The following Radio Stream Players are the Stream Players in which an eligible entrant may enter through the Stream Players' App (found on iTunes or Google Play stores) or the Stream Players website listed below (according to the terms in Official Rule #2 above):

For Minneapolis/St. Paul Radio Market:

KS95 Stream Rewards (found at KS95.com)

1500 ESPN Stream Rewards (found at 1500espn.com)

myTalk Stream Rewards (found at mytalk1071.com)

#### For the Chicago Radio Market:

WDRV: Drive Nation Stream Rewards (wdrv.com)
WTMX: Mix Insider Stream Rewards (wtmx.com)
WSHE: She VIP Stream Rewards (wshechicago.com)

#### For the Cincinnati Radio Market:

Q102 Stream Rewards (<u>wkrq.com</u>)
Mix Stream Rewards (<u>949cincinnati.com</u>)
B105 Stream Rewards (<u>b105.com</u>)
The Wolf Stream Rewards (theworldwidewolf.com)

### For the St. Louis Radio Market:

The Arch Stream Rewards (<u>1065thearch.com</u>) 92.3 WIL New Country Stream Rewards (<u>newcountry923.fm</u>) KSHE 95 Stream Rewards (<u>kshe95.com</u>)

#### For the Seattle Market:

KIXI Stream Wards (kixi.com)
MOViN Stream Rewards (movin925.com)
WARM Stream Rewards (warm1069.com)
The Bull Stream Rewards (989bull.com)