

KS95 Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The KS95 Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 years or older (unless otherwise stated on the Website) and residents of Minnesota or Wisconsin and who reside within 150 miles of KS95's studio located at 3415 University Avenue, St. Paul, MN 55114, to be eligible to win. No purchase necessary to enter the Sweepstakes. Employees of KSTP-FM, LLC and its radio station KS95 (the "Sponsor"), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor, the "Released Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sweepstakes Period:** The Sweepstakes will run during the times listed on the Website (the "Sweepstakes Period").
- 3. How to Enter:** To enter, visit the KS95 website at www.KS95.com, and enter the keyword "GIVEAWAY" ("Website") during the Sweepstakes Period to find and complete the entry form, which includes your name, email address, zip code, daytime telephone number and date of birth. 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 bonus entries in the Sweepstakes, upon submitting your entry form, select the "Bonus Form" button at the bottom of the entry form where you can earn a number of additional bonus entries into the random drawing ("Bonus Entries"). The specific number and limit of Bonus Entries allowed per person per method of entry is as specifically listed on the Website. All entries must be received by 11:59:59 p.m. CT on the last day of the Sweepstakes Period 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.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the Facebook account is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the Facebook account associated with the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

- 4. Random Drawing/Winner Notification:** The specific number of winners as specifically listed on

the Website for each Sweepstakes will be selected via a random drawing to be conducted by Sponsor on or about the business day following the final day of the Sweepstakes Period, from among all eligible entries received during the entire Sweepstakes Period. Decisions of Sponsor are final and binding. The winners will be notified by Sponsor via email or telephone on or about the day of the random drawing. Failure to respond to the winner notification within **two (2) days** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email or direct message notifications that are undeliverable or not received, or voicemail messages not received.

5. **Prizes and Approximate Retail Values ("ARV's"):** The specific prizes (including how many will be given away) and the approximate retail value of each prize to be given away is as specifically described on the Sweepstakes description details on the Website. No prize transfer or cash substitutes allowed except at Sponsor's sole discretion due to prize unavailability or for any reason and only then for prize of equal or greater value. Each prize winner is responsible for all applicable federal, state and local taxes. Prize consists of only those items specifically listed as part of the prize. Sponsor may provide the winner with an IRS Form 1099 reflecting their portion of the prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor.
6. **Claiming the 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 KS95 Studios 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 **five (5) business days** of the day he or she wins 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, the prize will not be awarded. OR (2) Prize Mailed: Sponsor will mail out the prize to the winner(s). Sponsor is not responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. Allow 6 to 8 weeks for delivery. All unclaimed or returned prizes remain the property of Sponsor.
7. **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 and/or address (city/state) without any additional compensation.
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 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.

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 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.
10. **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.
11. **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.
12. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website.

13. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Avenue, St. Paul, MN 55414.