

KS95 "TRIA Youth Hockey Leadership Award – COACH OF THE MONTH" Contest

OFFICIAL RULES

NO PURCHASE NECESSARY

- ELIGIBILITY:** Listeners who are 13 years of age or older and reside in Minnesota or Wisconsin may nominate (hereinafter, the "Nominator") their favorite youth hockey coach in the TRIA Youth Hockey Leadership Award COACH OF THE MONTH Contest (the "Contest"). Each coach being nominated in the Contest **must be a coach for a Minnesota or Wisconsin youth hockey program (K-12)**, and be 18 years of age or older at the time of nomination (each, a "Nominee"). **PLEASE NOTE** that the Nominee is the coach who may be deemed a winner, and not the Nominator (unless the Nominator is the Nominee, i.e., nominating himself/herself). No purchase necessary to enter the Contest. Employees of KSTP-FM, LLC (the "Sponsor"), HealthPartners, Park Nicollet, TRIA ("Promotional Participant"), 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 Contest (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 Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's (or entrant's parent/legal guardian if entrant is deemed a minor in the state of his/her residence) full and unconditional agreement to these Official Rules and Sponsors' decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- CONTEST ENTRY PERIOD:** The Contest begins at 12:00:00 a.m. Central Time ("CT") on November 1, 2021 and ends at 11:59:59 p.m. CT on February 28, 2021 ("Entry Period"). The Judging for the contest will occur on December 1, 2021, January 4, 2022, February 2, 2022 and March 1, 2022 ("Judging Periods").
- HOW TO ENTER:** To enter, visit www.coachofthemonth.com ("Website"), or KS95's website at www.ks95.com and enter the keyword "COACH" to be taken to the contest Website to find and complete the online entry form, which includes providing your name as the Nominator, address, telephone number and email address, and the Nominee's name, telephone number, email address (optional), and where that Nominee coaches youth hockey (including the team name, if applicable), and an up to 250 word essay about what makes the Nominee you are nominating special in their overall involvement with the players, what he/she has done "above and beyond" the call of duty, the impact the coach has had on their player's lives, their dedication to the coaching profession, and why he/she should be recognized as a Coach of the Month (the "Essay"). Essay's that contain statements that are deemed to be disparaging, lewd or profane will be disqualified, as determined solely by Sponsors. All entries must be received by 11:59:59 p.m. CT on February 28, 2021 or will be forfeited. Plagiarized Essays will be disqualified and any prize awarded will be revoked. Sponsor is not responsible for illegible, late, misdirected, lost, postage-due, mutilated or undelivered entries or trouble with the Website. All materials, including the Essay, submitted become the property of the Sponsors and will not be acknowledged or returned. Essay authors, or if the author is a minor, author's parent or legal guardian, on behalf of author, will be required to certify, on information or belief, that their Essay is their own creation, has not been previously published or publicized, will not infringe or violate the rights of any third parties, including but not limited to copyrights, trademarks and/or rights of publicity/privacy and has not won any other contest. If Sponsor, in its sole discretion, has reason to believe that any Essay contains any material that may infringe or violate the rights of a third party, or is disparaging in any manner, Sponsor may disqualify such Essay and take all other measures Sponsors may deem appropriate to protect its interests. Authors (or their parent/legal guardian if author is a minor) irrevocably assign all rights, title and interest to the Essay, including copyrights, to Sponsors and grants Sponsors, and their respective assigns the right to publish, use, adapt, edit and/or modify such Essay in any way, in any and all media, and to implement the idea(s) stated in the Essay without limitation and without any consideration, financial or otherwise to the author.

4. **JUDGING CRITERIA:** All Essays will be judged by a panel of qualified KS95 judges, whose decisions are final and binding on all matters related to this Contest during the Judging Period, from among all eligible entries received. Judging will be based on the following judging criteria: the coach's overall involvement with players (25%), what the coach has done "above and beyond the call of duty" (25%), the impact the coach has had on player's lives (25%), and their dedication to the coaching profession (25%). The top-scoring Essay during each Judging Period will be deemed the potential Grand Prize winner. In the event of a tie, the Essay with the highest score in the impact the coach has had on player's lives judging criteria from among the tying Essays will be deemed the winner from among all tying Essays. Any non-winning Essays from any Judging Period WILL carry over to the next Judging Period. Potential Grand Prize winning Nominators and Nominees will be notified by telephone/email and be required to sign and return a Liability/Publicity Release Form **within five (5) business days** of notification or such potential Grand Prize winner may be disqualified at Sponsor's sole discretion and an alternate may be selected, time permitting. Decisions of the judges are final in all matters relating to this Contest.

5. **PRIZES & APPROXIMATE RETAIL VALUES ("ARV"s): Four (4) Grand Prizes** (awarded to each winning Nominee; one (1) per Judging Period) –

- The 12/1/2021 Judging Period winner: \$300 in Applebee's gift certificates valid thru 12/31/2022, and 2 tickets to MN Wild game; Thu, Dec 16, 2021 7:00 PM, Row 23 seat 15 & 16.
- The 1/4/2022 Judging Period winner: \$300 in Applebee's gift certificates valid thru 12/31/2022, and 2 tickets to MN Wild game; Mon, Jan 24, 2022 7:00 PM, Row 23 seat 15 & 16.
- The 2/2/2022 Judging Period winner: \$300 in Applebee's gift certificates valid thru 12/31/2022, and 2 tickets to MN Wild game; Tue, Mar 1, 2022 7:00 PM, Row 23 seat 15 & 16.
- The 3/1/2022 Judging Period winner: \$300 in Applebee's gift certificates valid thru 12/31/2022, and 2 tickets to and 2 tickets to MN Wild game; Thu, Mar 24, 2022 7:00 PM, Row 23 seat 15 & 16.

Please note: the Nominee in the Essay will be receiving the prize, and not the individual Nominator submitting the Essay. Limit one (1) prize per coach/Nominee. Prizes consist of only the items specifically listed as part of the prize. No substitution, cash redemption or transfer of prize by winner permitted. All federal, state and local taxes are the sole responsibility of winning Nominee. Seat locations for the game are at the Sponsors' sole discretion. Transportation and parking are not included as part of the prize. Tickets are subject to the terms, conditions and restrictions as printed on the ticket. All warranties and guarantees on any portion of the prize are subject to the manufacturers' warranties and guarantees. Prizes are not transferable, exchangeable or substitutable for cash, except Sponsor may substitute a prize for one of equal or greater value. Tickets may not be sold on eBay, Craigslist or any similar third party website. Prize consists of only the prize specified herein.

Potential winning Nominee will be required to sign and return a Liability/Publicity Release Form prior to awarding of any prize. Noncompliance within this time period may result in disqualification and an alternate may be selected, time permitting. Return of any prize/prize notification as undeliverable may result in disqualification and an alternate may be selected, time permitting. Sponsors reserve the right to substitute prize of equal or greater value.

6. **Claiming the Prize:** The prize winner must claim his/her prize in person at KS95's Studio located at 3415 University Avenue, St. Paul, Minnesota 55114, during normal business hours (Monday-Friday, 9:00am to 5:00pm) within **(10) days** of the day he/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/her right to claim the grand prize. The prize winner must prove he/she is the qualified winner by presenting identification acceptable to Sponsor as a condition of claiming the prize (*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 the prize winner cannot show identification as set forth above, he/she will forfeit his/her right to claim the prize. All unclaimed prizes remain the property of Sponsor.

7. **PARTICIPATION CONDITIONS/RELEASE/CONSENT TO USE LIKENESS:** By entering, each entrant (or entrant's parent/legal guardian if entrant is deemed a minor in the state of his/her residence) 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 Contest; (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 Contest, 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 Contest 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 RULES:** Sponsors are not responsible for lost, late, damaged, delayed, incomplete, illegible, mutilated or misdirected entries, entries not received by the entry deadline, or for electronic, network or computer failures or malfunctions, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in this Contest, or other hardware, software or technical errors of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any material in connection with the Contest. Sponsors assume no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or insufficient space in user's e-mail account to receive e-mail. Sponsors reserve the right to cancel or modify the Contest (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Contest or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsors/judging agency/administrator, in their sole discretion. If the Contest is so cancelled, judging will be conducted from among all eligible Submissions received prior to the time of termination. In the event a dispute arises regarding specific individual entitled to receive prize, entry made by Internet will be declared made by the "authorized e-mail account holder" and any damage made to the Web site will also be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. "Authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrant may be requested to provide Sponsors with proof that the entrant is the authorized e-mail account holder of the e-mail address associated with the account/submission. Proof of submitting Submissions will not be deemed to be proof of receipt by Sponsors. Any use of robotic, automatic, programmed or the like methods of participation will void all Submissions by such methods. Sponsors reserve the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. **INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.** All federal, state and local laws and regulations apply.
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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Website 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 Contest or receipt or use or misuse of any Prize.

10. **PRIVACY POLICIES AND DATA COLLECTION:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each entrant (or entrant's parent/legal guardian if entrant is deemed a minor in the state of his/her residence) 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 Contest.
11. **DISPUTES/GOVERNING LAW:** Except where prohibited, entrant (or entrant's parent/legal guardian if entrant is deemed a minor in the state of his/her residence) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Contest, 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 Contest 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.
5. **OFFICIAL RULES/WINNER'S LIST:** For a copy of these Official Rules, see the Website. For names of the winning coaches/Nominees, send a separate, self-addressed, stamped (#10) envelope by March 7, 2022 to: TRIA Youth Hockey Leadership Award COACH OF THE MONTH Contest, KS95, 3415 University Avenue, St. Paul, MN 55114.
6. **SPONSORS:** KSTP-FM, LLC, 3415 University Ave, St. Paul, MN 55114, and Unilever.