

## KS95 & CUB – VIRTUAL GROCERY GAME COMPETITION

### ON-SITE OFFICIAL RULES

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

**BY ENTERING A CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

1. **ELIGIBILITY** - The KS95 & Cub Virtual Grocery Game Competition (the "Contest") is open to listeners who are 18 years or older, and who are residents Minnesota or Wisconsin and reside within 150 mile radius of the KS95 Studios located at 3415 University Avenue, St. Paul, MN 55114. In order to be eligible to win a prize in this Contest, 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 Contest, or any prize of any value within 30 days prior to the awarding of a prize to you in this Contest. Further, any winner of any prior KS95 & Cub Grocery Game contest is also not eligible to enter or win in any of these Contests unless at least ninety (90) days has passed since named a winner. Employees of KSTP-FM, LLC ("Sponsor"), Supervalu, Inc., d/b/a Cub ("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 any of these Contests (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. These Contests are 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 these Contests. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **CONTEST PERIOD** - The Contest will run at the times and dates as announced or explained by Sponsor (each "Contest Period"). The Contest Period will consist of a qualifying period which will run on-air weekdays (Mon-Fri) beginning on August 31, 2020 at or about 6:00 AM Central Time ("CT") and end at or about 9:00 AM CT on September 4, 2020 (the "Qualifying Period"); and the competition period which will occur on September 8, 2020 at or about 12:00:00 PM CT (each, an "Event Period"). Each day during the Qualifying Period, there will be the one (1) Qualifier. Those Qualifiers from a Qualifying Period will each qualify to compete in the virtual Event during the Event Period.
3. **HOW TO QUALIFY TO PARTICIPATE**: NO PURCHASE NECESSARY. In order to enter for a chance to compete in the Contest, during the Qualifying Period, listen to the KS95 Morning Show with Crisco, Dez & Ryan between 6:00 AM and 9:00 AM CT each day for a cue to call **651-989-KS95 (5795)**. The ninth (9<sup>th</sup>) caller to call in and reach the station when they hear the cue to call will be deemed a Qualifier (subject to eligibility verification), will receive a Qualifier Prize and will qualify to participate in the Event. KS95 is not responsible for problems accessing the phone line that may disrupt the completion of the entry, or any other problems which might or might not result from this Contest. Limit one (1) Qualifier per person and per household during the each Contest Period; any person attempting to be a Qualifier more than once during any Contest Period will be disqualified at Sponsor's sole discretion from the current and future Contests. **PLEASE NOTE:** Each Qualifier **MUST** attend the virtual Event in order to receive a Prize.
4. **EVENT/HOW TO WIN A PRIZE**: Each of the Qualifiers must attend the virtual Event during the Event Period via Zoom. Each Qualifier must log into Zoom in order to check in with the KS95 staff **no later than 11:50 AM CT on September 8, 2020** (the "Deadline") to be eligible to participate in the Contest and go through the Contest rules. Substitutes or stand-ins will not be allowed without KS95's prior approval.

Anyone logging in after the Deadline, will NOT be allowed to participate. All Qualifiers eligible to compete must be eligible to win. **In the event less than the announced number of Qualifiers check-in by the Deadline, Sponsor reserves the right to modify the Contest.** Notwithstanding the foregoing, Sponsor reserves the right to award less than the announced number of Prizes at any given Event in the event not all of those Qualifiers attend the Event.

**HOW TO BECOME A WINNER:** On September 8, 2020 at or about 12:00:00 PM CT, the KS95 and Cub staff will ask each Qualifier a series of questions as follows about the KS95 Morning Show and Cub Foods: (i) five (5) true or false questions; (ii) five (5) high or low price of a current-day pre-selected grocery item; and (iii) five (5) multiple choice and short answer questions. Each Qualifier will have fifteen seconds (:15) to write down their guess on a notepad/paper. At the end of the fifteen seconds (:15), each Qualifier will turn their notepad around to show the staff/audience his or her answer via Zoom. The Qualifier to guess the most correct answers out of the fifteen (15) total questions will be deemed the Grand Prize winner; the Qualifier to guess the second to the most correct answers out of the fifteen (15) total questions will be deemed the First Prize winner; and the Qualifier to guess the third to the most correct answers out of the fifteen (15) total questions will be deemed the Second Prize winner. In the event of a tie, Sponsor will continue to ask trivia questions to all of the tying Qualifiers to determine the winner.

5. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs"):** **One (1) Grand Prize:** A \$500.00 Cub Foods Gift Card. ARV: \$500.00. **One (1) First Prize:** A \$200.00 Cub Foods Gift Card. ARV: \$200.00. **One (1) Second Prize:** A \$100.00 Cub Foods Gift Card. **Five (5) Qualifier Prizes:** A \$50.00 Cub Foods Gift Card. ARV: \$50.00 each. Limit one Qualifier Prize per person/household. Gift cards are subject to the terms, conditions and restrictions as printed on the card.

All Qualified winners must meet the eligibility requirements as set forth in Paragraph 1 of these rules. All income taxes and other taxes are the responsibility of the winner, if any. Prizes may not be substituted, transferred or redeemed for cash by winner. Sponsor may substitute a prize for one of equal or greater value for any or no reason. A 1099 form may be submitted to all appropriate taxing authorities.

6. **CLAIMING YOUR PRIZE:** Upon winner verification, Sponsor will mail the Prize to the winner to the address provided during the winner notification and verification process as set forth in Official Rule #3. Sponsor is not responsible for lost, late, stolen, damaged, or mutilated mailing of any prize.
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 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 CONDITIONS** - Sponsor reserves the right to cancel, suspend and/or modify any of the Contests, 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, 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 a Contest, 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 a Contest 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 Contest 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 Contest; (2) unauthorized human intervention in any part of the participation process or a Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of entries; or (4) 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 a Contest or receipt or use or misuse of any Prize.
10. **PRIVACY POLICIES AND DATA COLLECTION:** Information provided by you for these Contests on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering these Contests, 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 Contest.
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 these Contests 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.
12. **OFFICIAL RULES/WINNER'S LIST:** For a copy of these official rules or names of Prize winners, send a hand-printed, self-addressed, stamped to: Official Rules/Winner's List (designate which), KS95 & Cub Virtual Grocery Competition, 3415 University Ave, St. Paul, MN 55114.
13. **SPONSOR:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.