

KS95 STATE FAIR SECRET SOUND CONTEST
Official Rules

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

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

1. **Eligibility:** The KS95's State Fair Secret Sound Contest (the "Contest") is open only to individuals who are 18 years or older and residents of Minnesota or Wisconsin who reside within 150 miles of KS95's studio located at 3415 University Avenue, St. Paul, MN 55114. No purchase necessary to enter the Contest. 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 Contest (collectively with Sponsor and Promotional Participant, 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 full and unconditional agreement to these Official Rules and Sponsor's 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.
2. **Contest Period:** The Contest will begin on August 31, 2020 at 7:00 AM Central Time ("CT") and ends on September 4, 2020 at or about 5:00 PM CT ("Contest Period").
3. **How to Play:** This is a listen-to-win Contest. The starting jackpot for this Contest is **\$250.00** ("Jackpot"); the minimum Jackpot available to be won is \$250.00. To play, listeners need to listen to 94.5 KS95 weekdays (Mon-Fri) during the Contest Period at or about 7:00 AM CT, 9:00 AM CT, 3:00 PM CT, and 5:00 PM CT for the *State Fair Secret Sounder* sound effect to air ("Sounder"). Each time period listed above when the Sounder is played will be hereinafter referred to collectively as a "**Play Period.**" When a listener hears the Sounder and is the designated caller (as announced by the DJ) who reaches the Station by calling **651-989-KS95**, and correctly identifies with specificity (see **Please Note** below) what the Sounder is, that caller will be deemed a winner for that Play Period, will win the Jackpot (defined below), and the Jackpot for the next Play Period goes back to \$250.00. If, however, a designated caller does not correctly guess what that Play Period's Sounder is, he/she is not a Jackpot winner, there will be no Jackpot winner for that Play Period, and \$100.00 will be added to the Jackpot for the next Play Period (making the next Play Period's Jackpot \$350.00). Each designated caller who plays the Contest will receive a First Prize just for playing, whether or not the caller guesses the Secret Sound correctly. \$100.00 will be added to the Jackpot each time a designated caller answers incorrectly. **Please Note:** the caller's guess must match EXACTLY the Sponsor's pre-determined answer for what a Sounder is (e.g., "breath mints in a CD case" is NOT correct; while "Tic Tacs in a CD case" IS correct). Limit one (1) winner per person/household during the entire Contest Period. Any attempt by any participant to play by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Contest. Sponsor will not accept collect calls. Sponsor is not responsible for telephone line unavailability, busy signals on the Contest line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Contest.

4. **Prizes and Approximate Retail Values ("ARVs"): Up to Twenty (20) Grand Prizes** - Each Play Period's Grand Prize Jackpot will start out with a minimum of a \$250.00. In the event there is not a winner for any Play Period, \$100.00 will be added to the next Play Period's Jackpot and this will continue until there is a winner as describe in Official Rule #3 above. Once there is a winner, the Jackpot will go back down to \$250.00. **Twenty (20) First Prizes (one (1) per Play Period):** Four (4) tickets to the 2021 Minnesota State Fair. ARV: \$100.00. Tickets are subject to the terms, conditions and restrictions as printed on the tickets. Tickets valid only for the 2021 Minnesota State Fair and expire on the last day of the 2021 Minnesota State Fair.

The prizes will be awarded only if the potential winners fully comply with these Official Rules. The prizes are non-assignable and non-transferable and not redeemable for cash. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason. Each winner is responsible for any other costs and expenses not specified herein as being awarded. Each winner is solely responsible for local, state and federal taxes on the prize, if any. Each winner may be required to complete and submit a W9 tax form and liability/publicity release (collectively, "Prize Releases") prior to receiving the prize. Station may issue a 1099 to the proper taxing authorities.

5. **Claiming the 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.
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 and Prize Provider 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 and Prize Provider'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 Contest, 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 Contest, 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 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 the Contest or to be acting in violation of these Official Rules or any other Contest 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.
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 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 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 Contest or receipt or use or misuse of any Prize.
9. **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 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.
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 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.

11. **Official Rules:** For a copy of these official rules or name of the Prize winners, send a hand-printed, self-addressed, stamped envelope by September 12, 2020 to: Official Rules/Winner's List (designate which), KS95's State Fair Secret Sound Contest, 3415 University Ave, St. Paul, MN 55114.
12. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.