

Official Rules – Dennis Kirk “50th Anniversary” Sweepstakes (“Sweepstakes”)

**NO PURCHASE NECESSARY.
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.
VOID WHERE PROHIBITED.**

BY SUBMITTING A PHOTO IN THIS SWEEPSTAKES, ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT SPONSOR MAY USE THE PHOTO ON SPONSOR’S WEBSITES, FACEBOOK OR INSTAGRAM PAGES, AND IN ANY OTHER MARKETING OR ADVERTISING MATERIALS WITHOUT ENTRANT’S PRIOR APPROVAL OR ADDITIONAL CONSIDERATION.

1. **HOW TO ENTER:** The Sweepstakes begins at 9:00:00 AM Central Time (“CT”) on March 18, 2019 and ends at 11:59:59 p.m. CT on December 27, 2019 (“Sweepstakes Period”). The Sweepstakes Period will consist of ten (10) separate monthly entry pools, ending on the last Friday of each Month during the Sweepstakes Period (each, a “Monthly Entry Pool”). To enter, visit the Dennis Kirk page on Facebook during the Sweepstakes Period to find and complete the entry form, which includes your name, email address, date of birth, phone number and zip code. Once you have completed and submitted the entry form, you will receive one (1) entry into the Random Drawing. **Limit:** one (1) entry per person during the entire Sweepstakes Period. Anyone attempting to get more than one (1) entry will be disqualified from the entire Sweepstakes.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing the information to Sponsor, and not to Facebook.

2. **HOW THE WINNER IS SELECTED:** One (1) Grand Prize winner will be selected in a random drawing, to be conducted by Administrator, on or the first Monday of each Month during the Sweepstakes Period, beginning on April 1, 2019 and ending on or about January 6, 2020. Each drawing will be conducted from among all eligible entries received in each Monthly Entry Period. Decisions of judges are final and binding. Odds of winning depend on the number of entries received in each Monthly Entry Period. Non-winning entries from any Monthly Entry Period WILL carry over to subsequent Monthly Entry Periods. The Grand Prize Winners will be notified via direct message on Facebook, email, or phone call, and will have up to two (2) days to respond. In the event any potential Grand Prize winner fails to respond after two (2) days of Administrator sending the winner notification, he/she will forfeit his/her right to the Grand Prize, and an alternate may be selected, at Sponsor’s sole discretion.
3. **PRIZES AND APPROXIMATE RETAIL VALUES (“ARVs”): Ten (10) Grand Prizes (one (1) per Monthly Entry Pool):** A \$100.00 Dennis Kirk Gift Card. ARV: \$100 each. Total ARV of all prizes is: \$1,000.00. Gift cards are subject to the terms, conditions and restrictions printed on the card. Prizes consist of only those items specifically listed as part of the prize. Winners are solely responsible for all local, state and federal taxes on prize. No substitution or transfer or prize allowed, except that Sponsor may substitute a prize, or any portion thereof, for one of equal or greater value for any or no reason.

4. **Eligibility:** Open and offered only to legal residents of the 50 United States and District of Columbia, who are 18 years of age or older (or 19 for residents of AL or NE). Employees and directors of Dennis Kirk, Inc. (collectively, "Sponsor"), Hubbard Digital Twin Cities, LLC d/b/a Hubbard Interactive ("Administrator") (collectively, "Released Parties"), 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. Void where prohibited.
5. **Entry Conditions and Release:** By entering, each entrant 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 entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (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.
6. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form, including a Receipt, is subject to Administrator's Privacy Policy: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor and Administrator 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.
7. **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 of 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. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the Grand Prize Winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor

reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry 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.

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 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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of 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 Sweepstakes or receipt or use or misuse of any Prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Grand Prize at its sole discretion.

9. **Disputes/Governing Law:** Entrants 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.

10. **Sweepstakes Winners:** For the Sweepstakes Winners' names available after December 31, 2019, see Dennis Kirk's Facebook page.
11. **Official Rules:** For a copy of these Official Rule, see Sponsor's Facebook page through the Sweepstakes Period.
12. **Sponsor:** Dennis Kirk, Inc., 955 South Frandsen Avenue, Rush City, MN 55069.