

Official Rules – PodMN GrubHub Gift Card Instagram Sweepstakes

NO PURCHASE NECESSARY.

PURCHASE WILL NOT IMPROVE CHANCES OF WINNING

1. **When to Enter:** You may enter the PodMN GrubHub Gift Card Sweepstakes ("Sweepstakes") from 12:00:00 AM Central Time ("CT") on May 8, 2020 through 11:59:59 PM CT on May 31, 2020 ("Sweepstakes Period").

2. **How to Enter:** There are three (3) ways to enter this Sweepstakes during the Sweepstakes Period:

(A) **Facebook:** to enter via Facebook, visit the PodMN Page on Facebook and find the Sweepstakes post ("Post"). Then, perform the following two (2) tasks to receive one (1) entry into the random drawing:

- (1) **like** the Post; and
- (2) **comment** on the Post by telling us your favorite podcast; or

(B) **Instagram:** to enter via Instagram, visit the PodMN page on Instagram (the "Page"). Once on the Page, find the Sweepstakes post, and perform the following three (3) tasks to receive one (1) entry into the random drawing:

- (1) **tag a friend** in the comments and **tell us** what your favorite podcast is in the comments,
- (2) **like** the Post; and
- (3) **follow** the Page; OR

(C) **Twitter:** to enter via Twitter, perform the following three (3) tasks:

- (1) **follow** PodMN on Twitter;
- (2) **like** the Sweepstakes Tweet; and
- (3) **Retweet** the Sweepstakes Tweet.

Limit one (1) entry per person/email address per method of entry, for a total of three (3) entries per person during the entire Sweepstakes Period. All entries must be received by 11:59:59 PM CT on May 31, 2020 to be entered into random drawing. All entrants, regardless of the method of entry, must perform all required tasks (which vary depending on the method of entry) to be eligible.

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

PLEASE NOTE: If entering via Instagram or Twitter, entrants must adjust their Instagram account settings to allow for receipt of messages from Sponsor. For this purpose, entrants will have to set their Instagram or Twitter account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's burden to take any steps necessary to adjust their Instagram or Twitter account settings so that messages can be sent by Sponsor. An Entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust Instagram account settings, shall be entrant's, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including

the failure on behalf of entrant to adjust their Instagram or Twitter account settings accordingly. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by direct Message via entrant's Instagram or Twitter or email accounts provided upon registrations to administer and fulfill this Sweepstakes.

3. **Random Drawing:** A random drawing will be conducted on or about June 1, 2020, from among all eligible received to select one (1) Grand Prize winner. Decisions of judges are final and binding. Odds of winning depend on the number of correct entries are received. Administrator will conduct the random drawing. Grand Prize winners will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to **2 attempts** to contact each winner. If a winner cannot be contacted after 2 attempts, that potential winner will forfeit the prize, and the prize may be awarded to an alternate winner, time permitting.
4. **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.
5. **Prize & Approximate Retail Value ("ARV"):** **One (1) Grand Prize** – A \$50.00 GrubHub Gift Card. ARV: \$50.00. Gift card is subject to the terms, conditions and restrictions as printed on the card.

Prize consists of only those items specifically listed as part of the Prize. The Prize will be awarded only if the potential Prize winner fully complies with these Official Rules. The Prize is non-assignable and non-transferable, and are 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. The Prize winner is solely responsible for local, state and federal taxes on the prize. Prize consists of only the item specifically listed as part of the prize.

6. **Eligibility:** Open only to residents of Minnesota or Wisconsin who are 18 years of age or older. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio Labs, LLC d/b/a PodMN (the "Sponsor"), GrubHub (collectively, "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 Sweepstakes (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 Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's (or his/her parent/legal guardian if entrant is deemed a minor) 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.
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 and

Instagram, Facebook and Twitter 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, participation in the Sweepstakes, and acceptance or use or misuse of prize ; (c) indemnify, defend and hold harmless the Released Parties and Instagram, Facebook and Twitter 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 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. 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. **Sweepstakes Winner:** For the Sweepstakes Winner's name (available after June 2, 2020), send a hand-printed, self-addressed, stamped envelope by June 6, 2020 to: "Winners List, PodMN \$50 GrubHub Winner, 3415 University Avenue, St. Paul, MN 55114.
13. **Official Rules:** For a copy of these Official Rules, PodMN Instagram, Facebook or Twitter page.
14. **Sponsor:** Hubbard Radio Labs, LLC d/b/a PodMN, 3415 University Avenue, St. Paul, MN 55114.