

SKOR North – “#SKORMNBowlChallenge” Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED BY LAW.

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

- 1. Eligibility:** The SKOR North #SKORMNBowlChallenge Sweepstakes (the "Sweepstakes") is open only to individuals who are residents of 48 contiguous United States and District of Columbia who are at least 18 years of age or older (or 19 if resident of AL or NE). No purchase necessary to enter the Sweepstakes. Void in AK, HI and where prohibited. Employees of KSTP-AM, LLC and its station SKOR North (the "Sponsor"), HBI 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, 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 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.
- 2. Sweepstakes Period:** The Sweepstakes will run from 9:00:00 AM Central Time ("CT") on December 24, 2019 through 11:59:59 AM CT on January 1, 2020 (the "**Sweepstakes Period**").
- 3. How to Enter:** During each Sweepstakes Period, entrants must do the following to enter:
 - a. Follow [@SKORNorth](#) on Twitter and ensure your Tweets are visible to the public.
 - b. During Sweepstakes Period, tweet the team you think will win the Auburn v Minnesota Bowl game along with the hashtag #SKORMNBowlChallenge. Predictions must be tweeted out prior 11:59:59 AM CT on January 1, 2020, in order to be eligible for the random drawing.
 - c. Include the hashtag #SKORMNBowlChallenge in your Tweet (along with the name "Auburn" or "Minnesota" for the team you think will win the Bowl game), so the Tweets look like: **Minnesota #SKORMNBowlChallenge**.

Tweets may only include one (1) team (Minnesota or Auburn) and the hashtag identified in section c above, and must be received before 11:59:59 AM CT on January 1, 2020 to be eligible for a chance to win. Sponsor reserves the right to disqualify Tweets that include any additional information or that otherwise fail to adhere to these Official Rules. **LIMIT: One (1) Entry per person during the entire Sweepstakes Period.** The use of multiple accounts to enter above the stated limit is specifically prohibited and may cause disqualification. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person who is the "authorized account holder" assigned to the Account by Twitter. The potential winner may be required to show proof of being the authorized account holder. Sponsor will not verify receipt of Entries. Entries become property of Sponsor and will not be returned.

PLEASE NOTE: Entrants must adjust their Twitter account settings to allow for receipt of messages from Sponsor. For this purpose, entrants will have to set their Twitter account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor. Entrant is solely responsible for ensuring that they can receive messages from Sponsor via their Twitter account. Sponsor is not responsible for an entrant's non-receipt of a message

from Sponsor for any reason, including entrant's failure to adjust their Twitter account settings. Similarly, Sponsor shall not be held liable if it is are not able to view an entrant's Entry for any reason, including entrant's failure to adjust his/her Twitter account settings accordingly. By entering this Promotion, each entrant agrees that the Sponsor has the right to contact the entrant to administer and fulfill this Promotion.

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

4. **How Winner is Chosen:** Sponsor will conduct a random drawing from among all accurate prediction entries, on or about January 2, 2020, to randomly select one (1) Grand Prize winner. Decisions of judges are final and binding. Odds of winning depend on the number of eligible entries received. The Grand Prize winner will be notified by direct message on Twitter on or about the day of the random drawing. Sponsor will make up to **2 attempts** to contact the potential Grand Prize winner. If Sponsor is unable to contact the potential Grand Prize winner after 2 attempts, that potential Grand Prize winner will forfeit the Grand Prize, and the prize will be awarded to an alternate, time permitting.
5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize:** A \$50.00 Gift Card to Outback Steakhouse. ARV: \$50.00. Sponsor reserves the right, in its sole discretion, to substitute the prize for one of equal or greater value. Grand Prize winner is solely responsible for all local, state and federal taxes associated with accepting the Grand Prize. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.
6. **Claiming the Prize:** Upon winner verification, Sponsor may, at its sole discretion, mail out the prize to the winner. Neither Sponsor are responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain the property of Sponsor. Allow 4 to 6 weeks for receipt of 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 and Prize Provider 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 participation in this Sweepstakes 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 Sweepstakes 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 Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.
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 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 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 Sweepstakes 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. **Official Rules:** For a copy of these official rules or name of the Prize winners, send a hand-printed, self-addressed, stamped envelope by January 7, 2020 to: Official Rules/Winner's List (designate which), SKOR North #SKORMNBowlChallenge Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
13. **Sponsor:** KSTP-AM, LLC and its station SKOR North, 3415 University Ave, St. Paul, MN 55114.