

**KSTP-TV & KS95 – Sun Country Everyday Heroes 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:** Viewers who are 13 years of age or older and reside in Minnesota or Wisconsin may nominate their everyday hero (“Nominator”) in the KSTP-TV & KS95’s Sun Country Everyday Heroes Contest (the “Contest”). Each everyday hero being nominated in the Contest must be at least 18 years of age or older and reside in Minnesota or Wisconsin at the time of entry (each, a “Nominee”). **PLEASE NOTE** that the Nominee is the person who may be deemed the Grand Prize winner, and not the Nominator. In order to be eligible to win a prize in this Contest, Nominee cannot have won and accepted any prize or combination of prizes with a total stated value of \$1,000.00 or more from KSTP-TV, LLC or KSTP-FM, LLC within 365 days prior to the awarding of a prize to you in this Contest. Employees of KSTP-TV, LLC and KSTP-FM, LLC, 3415 University Avenue, St. Paul, MN 55114 (collectively, the “**Sponsors**”), MN Airlines, LLC d/b/a Sun Country Airlines, 1300 Corporate Center Curve, Eagan, MN 55121 (“**Promotional Participant**”), Hubbard Broadcasting, Inc., Hubbard Radio, LLC (collectively with Sponsors and Promotional Participant, the “**Released Parties**”), any radio, television or other media companies or airlines located in the Minneapolis or St. Paul area, 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 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 Sponsors’ 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 begins at or about 9:00:00 a.m. Central Time (“CT”) on September 2nd, 2019, and ends at or about 11:59:59 p.m. CT on July 20, 2020 (the “Contest Period”).
- 3. How to Enter:** To enter, Nominators can visit www.kstp.com or www.ks95.com (collectively, the “Websites”) during the Contest Period, find the Contest tab, then find the “Sun Country Everyday Heroes” tab to find the link to the online official entry form, which includes uploading a photo of a deserving everyday hero/Nominee (optional), and in 250 words or less, explain why you think the Nominee is an everyday hero and the impact the Nominee has had in your life or community and why the Nominee deserves to be recognized as an everyday hero and receive a Grand Prize (the photograph, if provided, and essay are collectively herein referred to as your “Submission”). A Nominator may nominate as many everyday heroes/Nominees as they wish, but limit of one (1) everyday hero/Nominee per entry/Submission. Sponsors are not responsible for internet or telephone line unavailability, incomplete uploads of any Submission, or other technical problems that may arise in connection with your entry into the Contest. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsors. By submitting a Submission, you hereby acknowledge and agree that your Submission may be aired on KSTP-TV or on the Websites, without prior consent by or notice to the entrant and for no additional compensation. Further, each entrant certifies that the Submission is his or her own original work, and that he or she has the right to allow the publication of the Submission without restriction, and Sponsors’ and Promotional Participant’s use of the Submission will not infringe the rights of any third parties (e.g., copyrights, rights of publicity, etc.).
- 4. How the Winner is Chosen:** Starting on September 1st, 2019, and then each month thereafter throughout the Contest Period (each, a “Selection Date”), one (1) Grand Prize winning Submission

will be selected by Sponsors from among all eligible Submissions received up until the applicable Selection Date, using the following judging criteria and percentages: (1) the impact the Nominee has had in your life or community (51%) and ability to describe in the essay why the Nominee deserves to be recognized as an everyday hero and receive a Grand Prize (49%). The Submission with the highest overall score from among all eligible Submissions received up until the applicable Selection Date will be deemed the Grand Prize winning Submission for the preceding month. All non-winning Submissions WILL be carried over to subsequent Selection Dates. In the event of a tie, the Submission with the highest score in the description of the impact the Nominee has had in your life or community category will be deemed the Grand Prize winning Submission from among all tying Submissions. Sponsors reserve the right not to award a Grand Prize on a Selection Date in the event not enough sufficient and eligible Submissions are received prior to that Selection Date. The Nominator and Nominee tied to the winning Submissions will be notified by telephone and/or email on or about the Selection Date, and one (1) Grand Prize winning Nominee each month during the Contest Period may be announced on-air on KS95 and KSTP-TV.

5. **Prize and Approximate Retail Value ("ARV") – Twelve Grand Prizes** (one (1) per Selection Date) – A Sun Country Airlines travel voucher valued at \$500.00, redeemable for Sun Country Airlines flights or vacation packages booked directly with Sun Country Airlines. ARV: \$500.00 each. **PLEASE NOTE:** The Grand Prize will be awarded to the Nominee in the Submission, who will hereinafter be referred to as the Winner.

PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. MN AIRLINES LLC, D/B/A SUN COUNTRY AIRLINES DISCLAIMS ALL AND ANY LIABILITY FOR THE ACTUAL PROVISION, QUALITY OR NATURE OF ANY THIRD PARTY PRODUCT OR SERVICE ACCEPTED BY THE WINNER.

Vouchers are subject to the terms, conditions and restrictions printed on the Voucher. No prize transfer or cash substitutes allowed except at Sponsor's sole discretion due to prize unavailability or for any reason and only then for prize of equal or greater value. Each prize winner is responsible for all applicable federal, state and local taxes. Prize consists of only those items specifically listed as part of the prize. Sponsor may provide the winner with an IRS Form 1099 reflecting their portion of the prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor. In the event of a machine malfunction, Sponsor will conduct a random drawing from among all Qualifiers to name five (5) winners, who will each receive one (1) randomly selected prize from the list above.

6. **Claiming the Prizes:** Upon winner verification, each winner will provide his/her mailing address to Sponsors, and Promotional Participant will mail the Voucher to the winner. Allow 4-8 weeks for mailing of vouchers. Sponsor is not responsible for lost, late, damaged, delayed or stolen vouchers.
7. **Participation Conditions/Release/Consent to use Likeness:** By participating, 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 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 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 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) 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.
- 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. Contest Winners/Official Rules:** For a copy of these official rules see the Website. For the names of the Contest winners, send a hand-printed, self-addressed, stamped envelope to: Winners List/Official Rules (designate which), KSTP-TV & KS95's Sun Country Everyday Heroes Contest Winners, 3415 University Avenue, St. Paul, MN 55114.

12. Sponsors: KSTP-TV, LLC & KSTP-FM, LLC, 3415 University Avenue, St. Paul, MN 55114.