

Official Rules – Digital Jumpstart 2019 Sweepstakes

NO PURCHASE NECESSARY.

PURCHASE WILL NOT IMPROVE CHANCES OF WINNING

1. **When to Enter:** You may enter the Digital Jumpstart 2019 Sweepstakes (“Sweepstakes”) from 9:00:00 AM Central Time (“CT”) on January 3, 2019 through 11:59:59 PM CT on January 25, 2019 (“Sweepstakes Period”). The Sweepstakes Period will be broken out into ten (10) daily entry periods (each, an “Daily Entry Pool”), as follows:

| Daily Entry Pool # | Starts @ 9:00 AM CT on: | Ends @ 8:59:59 AM CT on : | Drawing date (after 9:00 AM CT) | # of Winners/ Prizes |
|--------------------|-------------------------|---------------------------|---------------------------------|----------------------|
| #1 | 1/2/2019 | 1/14/2019 | 1/14/2019 | 1 Prize |
| #2 | 1/14/2019 | 1/15/2019 | 1/15/2019 | 1 Prize |
| #3 | 1/15/2019 | 1/16/2019 | 1/16/2019 | 1 Prize |
| #4 | 1/16/2019 | 1/17/2019 | 1/17/2019 | 1 Prize |
| #5 | 1/17/2019 | 1/18/2019 | 1/18/2019 | 1 Prize |
| #6 | 1/18/2019 | 1/21/2019 | 1/21/2019 | 1 Prize |
| #7 | 1/21/2019 | 1/22/2019 | 1/22/2019 | 1 Prize |
| #8 | 1/22/2019 | 1/23/2019 | 1/23/2019 | 1 Prize |
| #9 | 1/23/2019 | 1/24/2019 | 1/24/2019 | 1 Prize |
| #10 | 1/24/2019 | 1/25/2019 | 1/25/2019 | 1 Prize |

2. **How to Enter:** To enter, visit the Hubbard Interactive page on Facebook (“Website”) during each Daily Entry Pool as defined in the Daily Entry Pools chart above, find the Sweepstakes post and official entry form, find and complete the entry form, which includes your name, email address, date of birth, state where you reside, zip code, and daytime telephone number. Once you have completed the entry form, click “submit” to be entered into the Random Drawing. Limit one (1) entry per person/email address via this method of entry. However, to receive additional entries in the Sweepstakes, upon submitting your entry form, you will be shown options to share the Sweepstakes through Twitter, email or Facebook and for each referred friend who successfully submits and entry form, you will receive one (1) additional entry into the Sweepstakes. All entries must be received by the Ends date listed in the Daily Entry Pools chart above to be entered into that Daily Entry Pool’s Random Drawing. Non-winning entries from any Daily Entry Pool **WILL** be carried over to subsequent Daily Entry Pools.

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

3. **Random Drawings:** A random drawing will be conducted at or about 9:00 AM CT on the Drawing Dates as listed in the Daily Entry Pools chart above throughout the Sweepstakes Period from among all eligible entries received in that Daily Entry Pool, to determine the Prize winners for that Daily Entry Pool’s Date.

Decisions of judges are final and binding. Odds of winning depend on the number of entries received each Daily Entry Pool. Administrator will conduct the random drawings. Prize winners will be notified by direct message through Facebook on or about the date of the drawing. Administrator will make up to **2 attempts** to contact the winner in order to obtain their information. If the 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. Sponsor will select up to three (3) alternates per Daily Entry Pool, and if Sponsor is still unable to give away the prize after three (3) alternates are selected, the prize will be forfeited and go un-awarded for that Daily Entry Pool.

PLEASE NOTE: *No one is eligible to receive a specific Prize if they are or have already received the same service from Hubbard Interactive. Therefore, in the event any entrant is selected as a Prize winner, and that entrant is receiving or has ever received the specific service from Hubbard Interactive that's listed as the Prize, that entrant is not eligible to receive that particular Prize and an alternate will be selected. In such instances, the entrant's name will automatically be placed in the next Daily Entry Pool's random drawing, if applicable.*

4. **Prizes & Approximate Retail Values ("ARV"): Ten (10) Daily Prizes** (Prize correlates to the specific date of each Daily Entry Pool's Random Drawing, as set forth below) –
 - **One (1) January 14, 2019 Daily Prize** – Free e-deal inclusion. ARV: \$500.00.
 - **One (1) January 15, 2019 Daily Prize** – 3 hour social media consultation with Hubbard Interactive. ARV: \$900.00.
 - **One (1) January 16, 2019 Daily Prize** – Free digital audit performed by Hubbard Interactive. ARV: \$500.00.
 - **One (1) January 17, 2019 Daily Prize** – 25,000 impressions on KS95.com. ARV: \$250.00.
 - **One (1) January 18, 2019 Daily Prize** – Exclusive e-deal. ARV: \$1,500.00.
 - **One (1) January 21, 2019 Daily Prize** – Free admission to the next Hubbard Digital Academy on a to-be-determined date in 2019. ARV: \$200.00.
 - **One (1) January 22, 2019 Daily Prize** – 50,000 impressions on 1500ESPN.com. ARV: \$500.00.
 - **One (1) January 23, 2019 Daily Prize** – Free social media audit conducted by Hubbard Interactive. ARV: \$200.00.
 - **One (1) January 24, 2019 Daily Prize** – Growth campaign sweepstakes. ARV: \$2,500.00.
 - **One (1) January 25, 2019 Daily Prize** – 3 months Social Feed Podcast Sponsorship. ARV: \$1,500.00.

5. **Eligibility:** Open and offered only to legal residents of the states of Minnesota and Wisconsin, who are 21 years of age or older. Void outside MN and WI, and where prohibited. Employees and directors of Hubbard Interactive ("Sponsor"), Hubbard Radio, LLC, HBI Radio, LLC, 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.

6. **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 prizes 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 any prize.

8. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes including posting a comment, is subject to Administrator's Privacy Policy: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by direct message to administer and fulfill this Sweepstakes.

9. **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 winners from all eligible, non-suspect comments posted as of the date of the event giving rise to the termination. This inclusion 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.

10. **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 a comment is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another chance to post a comment in the Sweepstakes, provided that if it is not possible to allow another comment due to discontinuance of the Sweepstakes or conclusion of the tournament. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion.
11. **Disputes/Governing Law:** Participants 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 a prize 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.
12. **Official Rules:** For a copy of these Official Rule, see Sponsor's Facebook page through the Sweepstakes Period.
13. **Sponsor:** Hubbard Interactive, 3415 University Avenue, St. Paul, MN 55114.