

KS95 - FIREFLY CREDIT UNION LEARN @ WORK SWEEPSTAKES

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

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

- 1. Eligibility** - The KS95 - Firefly Credit Union Learn @ Work Sweepstakes (the "Sweepstakes") is open to legal residents of Minnesota and Western Wisconsin, who are 21 years of age or older and employed at a company of **50 employees or more** and sign up for a FREE 1-hour Firefly Credit Union Learn @ Work Seminar at their company (and have permission from the appropriate authorized company representative to host the Seminar). Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of KSTP-FM, LLC (the "Sponsor"), Firefly Credit Union, 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, 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 begins at 12:00:01 AM Central Time ("CT") on April 10, 2017, and ends at 11:59:59 PM CT on May 7, 2017 (the "Sweepstakes Period").
- 3. How to Enter** -To enter, visit www.ks95.com, keyword "Firefly", or visit the Contest page and find the Firefly Credit Union Learn @ Work Sweepstakes page to find and complete the online official entry form by providing your company's name, the number of employees (must employ more than 25), your complete name, title, telephone number, email address, birth date, and zip code and opt in to receive mailings from Firefly Credit Union. Upon submitting your completed entry form, you will automatically receive one (1) entry into the random drawing. All entries must be received by 11:59:59 PM CT on May 7, 2017 to be eligible for the random drawing. Limit one (1) entry per person during the entire Sweepstakes Period.

Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified at Sponsor's sole discretion. No automatically generated entries will be accepted. 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 Sponsor.

- 4. Random Drawing** - One (1) Grand Prize winner will be selected via a random drawing from among all eligible entries received on or about May 8, 2017. Odds of winning depend on the number of eligible entries received. Grand Prize winner will be notified by email/telephone on or about the day he/she is selected as the potential Grand Prize winner. Decisions of Sponsor are final and binding. Failure to respond to the winner notification within **forty-eight (48) hours** will be deemed forfeiture of the Grand Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email notifications that are undeliverable or voicemail messages not received.
- 5. Prize and Approximate Retail Value ("ARV") - One (1) Grand Prize** -Thirty-five (35) tickets to a Sponsor-specified St. Paul Saints home game. ARV: \$840.00. Seat locations are at Sponsor's sole discretion. Transportation and parking are not included as part of the prize. The prize is non-assignable and non-transferable. The prize cannot be resold on eBay, Craigslist and other entities of the like. Sponsor reserves the right, in its sole discretion, to substitute the prize for one of equal or

greater value, for any reason. The winner is responsible for any other costs and expenses not specified herein as being awarded, including, but not limited to, transportation to and parking for the concert. The winner and his/her guests acknowledge and agree that if any alcohol is consumed by the winner and his/her guests, such alcohol consumption is at the sole discretion of the winner and his/her guests and the Sponsor is not responsible for any cost or circumstances resulting from such alcohol purchases/consumption. No responsibility is assumed by the Sponsor if a concert is delayed, rescheduled, postponed or cancelled in whole or in part for any reason whatsoever, including, without limitation, any force majeure event such as hurricane, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, insurrection or terrorist threat. In the event of such cancellation, the Sponsor shall have no further liability or obligation to the winner. The tickets are subject to the terms, conditions and restrictions as printed on the tickets. Prize consists of only those items specifically listed as part of the Prize.

Winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Winners will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize, at Sponsor's sole discretion. A 1099 form will be submitted to all appropriate taxing authorities, and by signing a Prize Release, each winner accepts the Prize, and even if the winner does not use the Prize, he/she will be responsible for the applicable taxes. Sponsor may substitute any prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor's sole discretion.

6. **Claiming the Prize** - Upon winner verification, **as a condition of being named an official winner**, a potential winner must claim his/her prize in person at the KS95 Studios located at 3415 University Avenue, St. Paul, MN 55114, during regular business hours (9:00 a.m. – 5:00 p.m.; Monday - Friday) **within 10 business days** of the day he/she is notified he/she is a winner. This is to verify that the prize is being given to the qualified winner. Failure to comply with any deadline set forth in these Official Rules shall be deemed to be the winner's forfeiture of his or her right to claim a Prize. If required by Sponsor, a winner must prove he or she is a qualified winner by presenting identification acceptable to Sponsor (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. Any unclaimed prize remains the property of Sponsor.
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 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 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, 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) unauthorized human intervention in any part of the participation process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (4) 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 prizes 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. **Winner's List** - For the name of the Grand Prize winner, send a separate self-addressed, stamped envelope before May 12, 2017, to Winners List, KS95 Firefly Credit Union Learn @ Work Sweepstakes Winner, 3415 University Avenue, St. Paul, Minnesota 55114.
13. **Official Rules** - For a copy of these Official Rules, see the Contest page on the Website at www.ks95.com until June 12, 2017.
14. **Sponsor** - KSTP-FM, LLC and its station KS95 3415 University Avenue, St. Paul, MN 55114.