

**KS95 – App Exclusive Reward Generic 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 App Exclusive Reward Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 (or 21 years if designated in the App for a specific Sweepstakes) years or older and residents of Minnesota or Wisconsin and who reside within 150 miles of KS95's studio located at 3415 University Avenue, St. Paul, MN 55114, to be eligible to win. In order to be eligible to win a prize in this Sweepstakes, you cannot have won any prize or combination of prizes with a total stated value of \$600.00 or more from KS95 within 60 days prior to the awarding of a prize to you in this Sweepstakes. These restrictions apply even if you reject the prize. No purchase necessary to enter the Sweepstakes. Employees of KSTP-FM, LLC and its radio station KS95 (the "Sponsor"), promotional partners and prize providers, 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 will begin and end on the dates and at the times specifically listed in the App for each Sweepstakes (the "Sweepstakes Period").
- 3. How to Enter:** To enter, you must download the KS95 mobile Stream Player app (the "App") from your App marketplace to your iPhone, iPad or Android device, and open the App on your smartphone or iPad. Then, each day during the Sweepstakes Period, upon opening the App, you will find entry form asking for your name, email address, date of birth, address, 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 per day per Sweepstakes. All entries must be received by the last day of the Sweepstakes Period to be entered into the Random Drawing.
- 4. Random Drawing:** On or about the business day following the end of the Sweepstakes Period, Sponsor will randomly select the winner(s) from among all eligible entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. Limit one (1) winner per person during the entire Sweepstakes Period per Sweepstakes. Winners will be notified by telephone, or email on or about the date of the drawing. Sponsor will make up to 3 attempts to contact each winner. If the winner cannot be contacted after 3 attempts, that potential winner will forfeit the prize, and the prize

may be awarded to an alternate winner, time permitting. All unclaimed prizes remain the property of Sponsor.

5. **Prize and Approximate Retail Value (“ARV’s”)** – The number of prize winners and the specific prize and its retail value is as described on the App for each Sweepstakes.

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. 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.

Any limitations on any prize will be provided at the time the prize is awarded. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winners are responsible for paying all applicable income taxes associated with accepting their Prize. Winners may be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize. A 1099 form may be submitted to all appropriate taxing authorities, and by signing a Prize Release (if applicable), 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, the winners will either, as determined solely by Sponsor, be told how they will receive their prize in one of two ways as follows: (1) Prize Pick-Up: as a condition of being named an official winner, unless otherwise stated on the station website or as explained by our on-air talent, each winner’s prize will be mailed to him/her. In the event a winner must claim his/her prize in person, the prize must be claimed at the Station, 3415 University Avenue, St. Paul, MN 55114, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **thirty (30) days** after the day he or she wins. This is to verify that the prize is being given to the qualified winner. Failure to comply with this deadline shall be deemed to be the winner’s forfeiture of his or her right to claim a prize. Each winner must prove he or she is a qualified winner by presenting identification acceptable to Stations (e.g., state drivers 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. All unclaimed prizes remain the property of Stations. OR (2) Prize Mailed: Sponsor will mail out the prize to the winner. Sponsor is responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain the property of Sponsor. Winners may be required to sign and complete a W9 prior to receiving their prize and a 1099 form will be submitted by Sponsor to all appropriate taxing authorities.
7. **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 Sweepstakes Entities 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, participation in the Sweepstakes, and acceptance or use or misuse of prize; and (c) indemnify, defend and hold harmless the Sweepstakes Entities, including their parents and affiliates, from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

- 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. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner via random drawing(s) from all eligible, non-suspect entries received as of the event giving rise to the termination. Inclusion in such judging 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. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address used to submit the entry.
- 9. PUBLICITY RELEASE:** By entering this Sweepstakes, entrants agree that Sponsor may use entrant's name and photograph on Sponsor's website without compensation, credit or right of review or approval. Acceptance of any Prize constitutes Winner's consent to use, publish, and reproduce for all purposes, including publicity, promotion and advertising, in any media (including online and offline), Prize Winner's name, city, photograph, likeness, voice and image, in perpetuity without further compensation, credit or right of review or approval.
- 10. Limitations of Liability:** The Sweepstakes Entities as set forth above, and their respective parents and affiliates, 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 an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold judging from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

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. **PRIVACY:** Sweepstakes Entities and their authorized agents will collect, use, and disclose the personal information entrant provides when entering the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling prizes, and by entering this Sweepstakes entrant consents to the collection, use, disclosure and management of his/her personal information for said purposes. All personal information that entrant submits will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://corporate.hubbardradio.com/privacy-policy/>.
13. **Official Rules:** For a copy of these Official Rules see the App during the Sweepstakes Period.
14. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.

