

KS95 SHEPHERD'S HARVEST FESTIVAL GIVEAWAY
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 Shepherd's Harvest Festival Giveaway (the "Sweepstakes") is open only to individuals who are at least 21 years of age or older and residents of Minnesota and Wisconsin who reside within 150 miles from the KS95 Studios located at 3415 University Ave, St. Paul, MN 55114. 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. Employees of KSTP-FM, LLC and its station KS95 ("Sponsor"), Shepherd's Harvest Festival, Massage Retreat (collectively, the "Promotional Participants"), Hubbard Radio, LLC, or any of their subsidiaries, and their immediate families, are not eligible to enter. Anyone participating in this Sweepstakes or claiming a prize in this Sweepstakes in violation of these rules will be disqualified from winning a prize in this Sweepstakes and from participating in KS95 contests or sweepstakes for a period of one year. KS95 may discontinue the Sweepstakes at any time without notice. KS95 may also at any time and without notice change the prizes to be awarded in this Sweepstakes.
- 2. Sweepstakes Period:** The Sweepstakes begins on May 1, 2019 at or about 12:00:01 AM Central Time ("CT") and ends on May 10, 2019 at or about 9:00:00 AM CT (the "Sweepstakes Period").
- 3. How to Enter:** To enter, during the Sweepstakes Period, eligible individuals can visit KS95 page on Facebook. Then, find the "Shepherd's Harvest Festival Giveaway" post and complete the online entry form (which includes your name, email address and telephone number) to receive one (1) entry into the random drawing.

All Entries be posted by 9:00:00 AM CT on May 10, 2019 to be entered into the Random Drawing. **Limit:** one (1) Entry per person/email address. Anyone attempting to get more than one (1) Entry may be disqualified from the entire Sweepstakes at Sponsor's sole discretion.

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.

- 4. Random Drawing** A random drawing will be conducted on or about May 10, 2019 after 9:00 AM CT from among all eligible Entries received during the Sweepstakes Period. Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Administrator will conduct the random drawing. Grand Prize winner will be notified by direct message through Facebook on the date of the drawing. Administrator will make up to **2 attempts** to contact the winner. 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.
- 5. Prize and Approximate Retail Values ("ARV") – One (1) Grand Prize:** Four (4) tickets to the 2019 Shepherd's Harvest Festival in Lake Elmo on **May 11, 2019 and May 12, 2019**; a 1-hour massage session to Massage Retreat; and a \$50.00 Applebee's Gift Card. ARV: \$150.00. Applebees Gift Card expires on 12/31/2019. Massage Retreat's massage must be during regular business hours, and must be scheduled in advance. Gift card and massage are subject to the terms, conditions and restrictions on the card or on Massage Retreat's website. Grand

Prize winner's guests to the Festival must be at least 21 years of age or older. Prize is not transferrable and cannot be redeemed for cash or substituted by winner. Sponsor may substitute the prize for one of equal or greater value for any reason. Winners are solely responsible for any local, state or federal taxes associated with the prize. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 1 of these rules.

6. **Claiming the Prize:** The grand prize winners must either claim his/her prize in person at the KS95 Studios located at 3415 University Ave, St. Paul, MN 55114 **by 5:00 PM CT on May 10, 2019, or the prize will be forfeited.** Sponsor is not responsible for lost, late, stolen, damaged, or delayed mailing of any prize. If picking up the prize, the prize winner may be required to prove he/she is the qualified winner by presenting identification acceptable to KS95 as a condition of claiming the prize (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 the prize winner cannot show identification as set forth above, he/she will forfeit his/her right to claim the prize. All unclaimed prizes remain the property of KS95.
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 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 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) 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. **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.
11. **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
12. **Official Rules/Winner's List:** For a copy of these official rules or the name of the Grand Prize winner, send a hand-printed, self-addressed, stamped envelope by May 17, 2019 to: Official Rules, KS95 Shepherd's Harvest Festival Giveaway Sweepstakes Rules/Winner (designate which), 3415 University Ave, St. Paul, MN 55114.
13. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.