

KS95 "TREASURE ISLAND ON-SITE GIVEAWAY" 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 Direct Deposit Sweepstakes (the "Sweepstakes") is open only to individuals who are at least 18 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, **excluding** KS95 Direct Deposit winners, who are automatically entered for a chance to participate and win in this Sweepstakes. These restrictions apply even if you reject the prize. Employees of KSTP-FM, LLC and its station KS95 ("Sponsor"), Direct Marketing Results, Crayola Experience at Mall of America, Minnesota Rebath, Treasure Island Resort & Casino and Walser Nissan (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 27, 2018 at or about 12:00:01 AM Central Time ("CT") and ends on August 18, 2018 at or about 5:00 PM CT (the "Sweepstakes Period").
- 3. How to Enter:** There are four (4) ways to enter to become a Qualifier for a chance to win the Grand Prize at the Treasure Island On-Site Giveaway Event which shall occur on August 18, 2018 at Treasure Island Resort and Casino between 10:00 AM CT and 5:00 PM CT (collectively, the "Event"):

(1) KS95 Direct Deposit Winners: Each Jackpot winner and Bonus Check winner in the KS95 Direct Deposit Sweepstakes is an automatic Qualifier in this Sweepstakes. See the KS95 Direct Deposit Sweepstakes rules on www.KS95.com for details.

(2) KS95 Stream App: To enter via this method of entry, listeners must register on the KS95 Stream Player at www.KS95.com. Then, listen to KS95 through the Stream Player between 12:00:00 AM CT on Sunday, May 27, 2018, through 11:59:59 PM CT on Saturday, July 22, 2018 ("**Stream Period**") and for every fifteen (15) hours or more you listen through the KS95 Stream Player in any given week during the Stream Period, you will be eligible to receive one (1) entry into the random drawing for a chance to become a Qualifier. For purposes of this portion of the Sweepstakes, a week shall be defined as beginning at 12:00:00 a.m. CT on Sunday and ending at 11:59:59 p.m. CT on Saturday. To enter this portion of the Sweepstakes without listening for fifteen (15) hours per week or more, hand print your complete name, street address, city, state, zip code, email address and telephone number on a 3x5" card/paper and mail in a first-class stamped envelope to: KS95 Treasure Island On-Site Giveaway Sweepstakes Stream Entries, 3415 University Avenue, St. Paul, MN 55114, to be postmarked by July 22, 2018 and received by July 29, 2018. **Limit one (1) entry per week via this method of entry, regardless of how many hours each listener listens.** Then, twenty-five (25) names will be randomly drawn from among all

eligible KS95 Stream Player entries and mail-in entries received throughout the Stream Period on or about July 30, 2018 to be deemed Qualifiers, and will be notified by telephone and/or email. There will be a total of 25 Qualifiers via this method of entry. The odds of becoming a Qualifier via this method of entry depends on the number of eligible entries are received during the Stream Period.

(3) Treasure Island Facebook Page: To enter via this method of entry, beginning at 9:00 AM CT on Monday, June 4, 2018, through 11:59:59 p.m. CT on Sunday, July 8, 2018 ("Facebook Period") eligible individuals can visit Treasure Island Resort & Casino page on Facebook to find the Sweepstakes mention, and complete the entry form. Once you have completed the entry form, click "submit" to be entered into the Facebook random drawing. **Limit one (1) entry via this method of entry per person.** Then, from all eligible entries received through this method, four (4) names will be randomly drawn by Sponsor on Wednesday, July 11, 2018; each of the names drawn will be deemed Qualifiers and will be notified by email and/or telephone on the day of the random drawing; and the first Qualifier who was selected via the random drawing from among all Treasure Island Facebook entries received will also win a one (1) night stay (one standard room, double occupancy) and dinner for two (2) at Treasure Island Resort & Casino (subject to availability; blackout dates may apply, and reservations and a valid credit card are required), **with a retail value of: \$TBD.** **This portion of the Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing the information to Sponsor, and not to Facebook.**

(4) Treasure Island On-Site Entries: To participate in this portion of the Sweepstakes, eligible individuals must come to Treasure Island Resort & Casino Information Booth on **Saturday, August 18, 2018** between **10:00 a.m. and 5:00 p.m.** ("Treasure Island On-Site Period") and register by a completing and submitting an entry form for a chance to win. From among all eligible entries received during the Treasure Island On-Site Period, four (4) names will be randomly drawn and announced by Sponsor or a Treasure Island Resort & Casino representative at approximately **5:01 p.m.**, and each person selected and announced will become a Qualifier. **MUST BE PRESENT TO WIN IN THIS PORTION OF THE SWEEPSTAKES.** Odds of becoming a Qualifier during the Treasure Island On-Site portion of the Sweepstakes depends on the number of eligible entries received during the Treasure Island On-Site Period.

4. **Grand Prize Finale:** To participate in the Grand Finale, each Qualifier will need to present himself/herself at the Parlay Lounge at Treasure Island Resort & Casino on **Saturday, August 18, 2018, no later than 5:00 PM CT** to be eligible for a chance to win the Grand Prize (thereafter, a "Finalist"). Substitutes or stand-ins will **NOT** be allowed without KS95's prior approval. All Finalists will be required to show identification in order to prove he/she is an eligible Finalist. When the Finalist arrives at no later than 5:00 PM CT, their name will then be put into a container that will be used for KS95 to randomly draw Finalist's names in the order they will select a pin number for the \$2,500 Cash Giveaway event. All Finalists will be asked to return to the Parlay Lounge at Treasure Island Resort & Casino **no later than 5:45 p.m.** to be prepared to begin the KS95 \$2,500 Cash Giveaway at 6:00 p.m. Any Qualifier arriving after 5:00 p.m. to register, or arriving after 6:00 p.m. to start lining up forfeits his or her participation in this portion of the Sweepstakes and therefore his or her chance of winning the Grand Prize. There will be a pin number for each eligible Finalist, so any Finalist's odds of winning depend upon the number of eligible Finalists in attendance on Saturday, August 18, 2018. All eligible Finalists in attendance for the Grand Finale Event will be asked to gather at the Parlay Lounge **by 5:45 p.m.** After all eligible Finalists are in place and gathered in the Parlay Lounge, no later than 6:00 p.m., a KS95 representative will then randomly choose and

announce a Finalist's name. The Finalist whose name is announced will come to the front of the line and randomly draw a "PIN to win" pin number and enter the pin number in the KS95 Cash Machine. The KS95 representative will continue to randomly draw Finalist's names to come to the front of line to enter his/her "PIN to win" pin number into the KS95 Cash Machine. The first Finalist whose "PIN to win" pin number successfully works on the KS95 Cash Machine is the Grand Prize winner and this portion of the Sweepstakes ends. If for any reason the cash machine malfunctions at any time during this Grand Finale Event, all Finalist's names will be put in a random drawing to determine the Grand Prize winner. **MUST BE PRESENT TO WIN THE GRAND PRIZE.**

5. **Prize and Approximate Retail Values ("ARV") – One (1) Grand Prize:** \$2,500.00. ARV: \$2,500.

A 1099 form will be submitted to all appropriate taxing authorities, and by accepting the Grand Prize, winner acknowledges 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. 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 winner must claim his/her prize in person at the Event on **August 18, 2018**. The prize winner must 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 August 25, 2018 to: Official Rules, KS95 Treasure Island On-Site Giveaway 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.