

KS95 – “WINTER WINNERLAND” 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.

- Eligibility:** The KS95 “Winter Winnerland” Sweepstakes (the “Sweepstakes”) is open only to individuals who are 18 years or older (except for the Monday Daily Prize winners who must be 21 years of age 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. No purchase necessary to enter the Sweepstakes. Employees of KSTP-FM, LLC and its radio station KS95 (the “Sponsor”), Chankaska Creek Ranch and Winery, Minnesota Zoo, Old Home Foods, Simonson’s Salon & Spa, and Wild Mountain (collectively, the “Promotional Participants”), 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 and Promotional Participants, 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.
- Sweepstakes Period:** The Sweepstakes begins on December 12, 2016, at or about 12:00:00 AM Central Time (“CT”) and ends on March 19, 2017, at or about 11:59:59 PM CT (the “Sweepstakes Period”). The Sweepstakes Period will be broken out into ten (10) separate weekly entry periods, each weekly entry period starting at 12:00:00 AM CT on Monday and ending the following Sunday at 11:59:59 PM CT (each, a “Weekly Entry Pool”) each week until February 20, 2017, as follows:

WEEKLY POOLS			
Starting at 12:00:00 AM CT on:	Ending at 11:59:59 PM CT on:	Random Drawing Date:	Prize:
12/12/2016	12/18/2016	12/19/2016	One (1) Weekly Prize
12/19/2016	12/25/2016	12/26/2016	One (1) Weekly Prize
12/26/2016	1/1/2017	1/2/2017	One (1) Weekly Prize
1/2/2017	1/8/2017	1/9/2017	One (1) Weekly Prize
1/9/2017	1/15/2017	1/16/2017	One (1) Weekly Prize
1/16/2017	1/22/2017	1/23/2017	One (1) Weekly Prize
1/23/2017	1/29/2017	1/30/2017	One (1) Weekly Prize
1/30/2017	2/5/2017	2/6/2017	One (1) Weekly Prize
2/6/2017	2/12/2017	2/13/2017	One (1) Weekly Prize
2/13/2017	2/19/2017	2/20/2017	One (1) Weekly Prize

- How to Enter:** To enter, visit the KS95 website at www.ks95.com (“Website”) during any Weekly Entry Period to find the Contest tab to find the Sweepstakes tile to 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 receive one (1) entry into the Sweepstakes. **Limit one (1) entry per**

person/email address. However, to receive additional bonus entries in the Sweepstakes, upon submitting your entry form, select the “Bonus Form” button at the bottom of the entry form where you can earn a number of additional bonus entries into the random drawings (“Bonus Entries”). The specific number and limit of Bonus Entries allowed per person per method of entry is as specifically listed on the Website. All entries must be received by 11:59:59 p.m. CT on the last day of the Weekly Entry Pool as set forth in the Chart above to be entered into that week’s Weekly Entry Pool Random Drawing, or by 11:59:59 PM CT each weekday to be entered into that weekday’s Daily Random Drawing (as defined in Section 4 below).

Sponsor is not responsible for lost, late, incomplete, invalid or misdirected entries, which may be disqualified at Sponsor’s sole discretion. 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 Drawings:** A random drawing will be conducted on each Random Drawing Date listed in the Weekly Pools chart above to determine the Weekly Prize winner for that Weekly Entry Pool. Odds of winning a Weekly Prize depend on the number of entries received in each Weekly Entry Pool. All non-winning entries from any Weekly Entry Pool WILL be carried over to subsequent Weekly Entry Pools. There will be a total of ten (10) Weekly Prize winners.

Then, each weekday (Mon-Fri) during the Sweepstakes Period, one (1) Daily Prize winner will be selected from among eligible entries received up until that weekday’s random drawing, to determine the Daily Prize winner for that weekday. There will be a total of seventy (70) Daily Prize winners. Decisions of judges are final and binding. Odds of winning a Daily Prize depend on the number of entries received up until that weekday’s Daily Prize random drawing. All non-winning entries from any Daily Prize random drawing WILL be carried over to subsequent weekday random drawings.

Administrator will conduct the random drawings. Winners will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to 3 attempts to contact each winner. If a 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. Limit of one (1) prize per person/two (2) prizes per household during the entire Sweepstakes Period.

- 5. Prizes and Approximate Retail Values (“ARV’s”) – Ten (10) Weekly Prizes – Two (2) tickets to the Ice Castles exhibit at Lowell Park located at 201 Water Street, Stillwater, MN. Open 12/26-3/4/2017 (subject to weather). Open M-W 3:00 PM-9:00 PM, Fri 3:00 PM – 10:00 PM, Sat 12:00 PM – 10:00 PM, and Sun 12:00 PM – 9:00 PM (closed Tues). ARV: \$25.90 each. EXPIRES 3/4/2017 or earlier weather pending.**

Seventy (70) Daily Prizes, specific Daily Prize depends on the day of the week each Daily Prize winner is selected, as follows:

14 Monday Daily Prize winners: A Chankaska Creek Ranch & Winery tasting for eight (8) people, includes five (5) tastings per guest of winner’s choosing. ARV: \$56.00 each. Transportation not included as part of the prize. Winners and guests must be **21 years of age or older** for this Monday Daily Prize.

14 Tuesday Daily Prize winners: a Family Four-Pack of MN Zoo tickets. ARV: \$72.00 each. Parking and transportation not included as part of the prize. Tickets are subject to the terms, conditions and restrictions printed on the tickets.

14 Wednesday Daily Prize winners: Nine (9) Old Home FREE product vouchers. ARV: \$54.00. Taxes on product purchase are winner’s sole responsibility. Voucher is

subject to the terms, conditions and restrictions printed on the voucher. Limit one (1) voucher redemption per visit.

14 Thursday Daily Prize winners: A \$50.00 Simonson's Salon & Spa Gift Card. ARV: \$50.00 each. Gift card is subject to the terms, conditions and restrictions as printed on the card.

14 Friday Daily Prize winners: Two (2) lift tickets OR snow tubing passes to Wild Mountain in Taylor's Falls, MN. ARV: \$98.00. lift tickets OR snow tubing passes valid for the 2016-2017 ski season only, ends mid-March 2017. Tickets/passes are subject to the terms, conditions and restrictions as printed on the ticket. Transportation and equipment rental not included as part of the prize.

The prizes will be awarded only if the potential winners fully complies with these Official Rules. Prizes consist of only those items specifically listed as part of the prize. No cash or other substitution allowed by winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. All local, state, and federal taxes on the Prize are Winner's sole responsibility. The winner is responsible for applicable taxes and fees, if any. The prizes are non-assignable and non-transferable. Prize cannot be resold on eBay, Craigslist and other entities or to any other third parties. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason.

6. Claiming the Prize: Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at KS95 Studios located at 3415 University Avenue, St. Paul, Minnesota 55114, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **ten (10) days** of the day he or she wins to verify that he/she is the qualified winner and may be required to sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (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. All unclaimed or returned prizes remain 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 (including a recording of the winner's telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.

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. 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 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. Official Rules: For a copy of these official rules or names of winners, send a hand-printed, self-addressed, stamped envelope by March 30, 2017 to: Official Rules/Winner's List (designate which), KS95 Winter Winnerland Sweepstakes, 3415 University Ave, St. Paul, MN 55114.

13. Sponsor: KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.