

2019 Doggie Depot Contest

OFFICIAL RULES

ALL PHOTOS SUBMITTED MAY APPEAR IN PHOTO GALLERY ON THE UNION DEPOT FACEBOOK PAGE AND UNIONDEPOT.ORG.

1. HOW TO ENTER: NO PURCHASE NECESSARY. In order to enter the 2019 Doggie Depot Contest (the “Sweepstakes”), from 9:00:00 a.m. Central Time (“CT”) on January 3, 2019 through 11:59:59 p.m. CT on January 15, 2019 (“Submission Period”), go to the Union Depot Facebook page at www.Facebook.com/UnionDepot (“Facebook Page”), click on "Doggie Depot Contest 2019" icon, complete the entry form, which includes your name, email address, phone number, along with your dog’s gender, age, and breed. **Entries must be for ONE (1) dog only.** The entry form and photo submission collectively will hereinafter be referred to as the “Submission.” Photos must only include **one (1) dog** in the photo; no collages will be accepted; no text added or logos permitted on the photos, or the entry may be disqualified, at Sponsor’s sole discretion. If the photo you submit is not a photo of your dog, you must have the permission of the owner of the dog before entering the dog’s photo in this Sweepstakes. Sponsor is not responsible for problems accessing Facebook page or completing the entry or uploading a photo, or for technical or atmospheric conditions that disrupt the completion of the entry or uploading of the photo, or any other problems which might or might not result from this promotion. **Limit one (1) entry/dog per person/email address/household.** Any person submitting more than one (1) Submission, or a Submission without a photo attached or not in compliance with the official rules may be disqualified, at Sponsor’s sole discretion. The Submissions will then be divided into one (1) of two (2) groups based on the gender of the dog (individually, “Group” or collectively, “Groups”). The male dog Group will hereinafter be referred to as the “Boy Group,” and the female dog Group will hereinafter be referred to as the “Girl Group.”

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.

2. HOW THE WINNERS ARE CHOSEN:
 - a. Random Drawing: Administrator will conduct a random drawing from each Group on or about January 16, 2019 from among all Submissions received to select fifteen (15) dogs from each Group to move onto the public voting rounds set forth below. Sponsor reserves the right to select less than fifteen (15) dogs for any Group in the event there are not enough qualified Submissions received during the Submission Period for a particular Group. Each entry selected via the random drawing will be notified by email on or about the day of the drawing to let them know they have moved on to the public voting.
 - b. Public Voting: Members of the public who are 13 years of age or older can visit the Facebook Page from 12:00:00 CT AM on January 18, 2019 through 11:59:59 PM CT on January 27, 2019, to vote up to **one (1) time per day** for his/her favorite dog. Sponsors are not responsible for votes not received or for other difficulties with the voting system due to difficulty accessing the internet, service outages or delay,

computer difficulties or malfunctions, or other technological problems. Votes generated by script, macro or other automated means will be disqualified. No one may offer to sell votes (or offer to be paid, whether in currency, in kind or other form of compensation, for votes). The use of automated or third party software or website to participate in the Public Voting is prohibited. Sponsor in its sole discretion reserves the right to disqualify any votes cast in violation of the above restrictions. The top scoring Boy Group and the top scoring Girl Group will each be deemed the Grand Prize winners. The Grand Prize winners will be featured on the Voting Page and the Facebook Page at or about noon CT on January 30, 2019 and will be notified by email or telephone. In the event of a tie, a random drawing will be conducted from among all tying Submissions in the applicable Group to determine the winner.

3. **PRIZES:** There will be two (2) winners in this Sweepstakes (one (1) from the Girl Group and one (1) from the Boy Group). The winners will each receive a gift basket of pet-related goodies and gift cards valued at \$500. Tax Value to each winner: \$500.00.

A qualified winner must also meet the eligibility requirements as set forth in Paragraph 5 of these rules. The winner is responsible for paying all applicable income taxes. A 1099 form may be submitted to all appropriate taxing authorities, and by signing the Prize Release, each winner accepts the prize, and even if the winner does not use the prize/trip, he/she will be responsible for the applicable taxes.

4. **CLAIMING YOUR PRIZE:** The winners **must** claim his/her prize in person at Doggie Depot at Union Depot on **Saturday, February 2, 2019 from 10:00 AM CT – 2:00 PM CT with a short on-stage ceremony at approximately 1:30PM CT.** 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 winners must prove he or she is a qualified winner by presenting identification acceptable to myTalk 107.1 (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 the winner cannot prove he or she is a qualified winner, the prize shall be forfeited, and may be awarded to an alternate winner. All unclaimed prizes become the property of Sponsor.

5. **ELIGIBILITY:** The Sweepstakes is open only to those 18 years or older, residents of Minnesota or Wisconsin who reside within 150 mile radius of the myTalk 107.1 Studios, and who are willing to bring their dog to **Union Depot on February 2, 2019 from 10:00 AM CT - 2:00 PM CT** if they are deemed a winner. No purchase necessary to enter the Sweepstakes. Employees of KTMV-FM, LLC and its station myTalk 107.1, 3415 University Avenue, St. Paul, MN 55114 and Union Depot, 214 4th St E, St Paul, MN 55101 (collectively, the "Sponsor"), HBI 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 Participant, 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. In order to be eligible to win a prize in this Sweepstakes, you cannot have won and accepted any prize or combination of prizes with a total stated value of \$1,000.00 or more from myTalk 107.1 within 365 days prior to the awarding of a prize to you in this Sweepstakes. 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. 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 myTalk 107.1 contest and sweepstakes for a period of one year.

6. **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. **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/Winner's List:** For a copy of these Official Rules, or for the name of the winner, send a self-addressed stamped envelope by February 8, 2019, to Union Depot – Doggie Depot Contest 2019, Rules/Winner (designate which), 3415 University Avenue, St. Paul, MN 55114.
13. **Sponsor:** KTMY-FM, LLC, 3415 University Avenue, St. Paul, MN 55114 and Union Depot, 214 4th St E, St Paul, MN 55101.