## RENTERS WAREHOUSE –FLY AWAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN TO RESIDENTS OF MN AND WI, 21 YEARS OF AGE OR OLDER. VOID WHERE RESTRICTED OR PROHIBITED.

The "Renters Warehouse July Fly Away Sweepstakes" (the "Sweepstakes" or "Sweepstakes") will commence at 12:00:01 AM Central Time ("CT") on August 3, 2016 ("Start Date") and ends at 11:59:59 PM CT on October 23, 2016 ("End Date;" and Start Date and End Date collectively, the "Sweepstakes Period").

- 1. **SPONSOR/ADMINISTRATOR**. The Sweepstakes is sponsored by Renters Warehouse ("Sponsor") and administered by KSTP-FM, LLC ("Administrator").
- 2. **ELIGIBILITY.** The Sweepstakes is open to legal residents of MN and WI ("Eligibility Area"), who are at least 21 years of age or older as of the Start Date. Directors, officers, employees, agents and representatives of Sponsor, Administrator, and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, sole proprietorships or other legal entities or individuals associated with the development, administration, or fulfillment of this Sweepstakes (collectively, the "Sweepstakes Entities"), and the immediate families of such persons (defined as spouse, child, sibling, parent or grand parent or so-called "step" or "half' variations of any of the preceding individuals, regardless of where they live), and those living in their same households, whether or not related, or a winner of any other of Sponsor's official Sweepstakes during 180 days prior to the start date of the above-referenced Sweepstakes are ineligible to enter, win or collect prize in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, provincial, territorial, municipal, and local laws, regulations, and ordinances.
- 3. **HOW TO PARTICIPATE.** NO PURCHASE NECESSARY. There are two (2) ways to enter into the Sweepstakes.

<u>Shazam</u>: To enter through the Shazam App method, listen for the Renters Warehouse July Flyaway Sweepstakes ad or announcement on your local radio station during the Sweepstakes Period directing listeners to "Shazam" now for a chance to enter the Sweepstakes; listeners will then be directed to a page within Shazam with a touch button where they can enter the Sweepstakes via a mobile website Sweepstakes page.

OR,

<u>Online</u>: To enter without using the Shazam App, visit <u>www.rwcontest.com</u>, find and complete the online entry form by providing your name, address, city, state, zip code, phone number and email address, and clicking Submit.

Once Entrant has completed the foregoing, he/she will have earned one (1) entry (an "Entry") into the Sweepstakes. Limit one (1) Entry per person regardless of the method of entry. All Entries must be received by the 11:59:59 PM CT on October 23, 2016, to be eligible for the random drawing. Limit one (1) Prize winner per person/household.

Entrants who use Shazam to enter may be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Check your owners' manual for specific instructions. Shazam may not be available through all wireless carriers or devices. Standard data rates may apply and Sweepstakes Entities are not responsible for any fees incurred by participating in this Sweepstakes. Sweepstakes Entities are not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible.

Any person who attempts to participate by using multiple email addresses, cellular numbers, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion. Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Sweepstakes. In the event of a dispute over who is an Entrant, the authorized subscriber of the e-mail account used to enter the Sweepstakes as of the actual time that such information was received by Sponsor, will be deemed to be the Entrant. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. In the event of a dispute over who is an Entrant or who an Entry submitted through the Shazam method corresponds to, the authorized cellular telephone service account linked to the cellular telephone number used to enter the Sweepstakes as of the actual time that such information was received by Sponsor, will be deemed to be the Entrant. The "authorized cellular telephone account" is defined as the natural person who is assigned a cellular telephone number by a cellular telephone service provider that is responsible for assigning cellular telephone numbers for the cellular telephone network associated with the cellular phone number used to Enter the Sweepstakes. Sweepstakes Entities may require an Entrant to show proof of being the authorized account holder. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of registration; provided, however, that any Entrant's participation in the Sweepstakes constitutes, and is deemed, such Entrant's full and unconditional agreement to the Official Rules and any and all decisions of Sweepstakes Entities, which are final and binding in all respects. All Entrants agree to waive any right to claim ambiguity in the Sweepstakes and/or these Official Rules.

## 4. WINNER SELECTION AND NOTIFICATION.

**Winner Selection:** There will be a total of one (1) Grand Prize Winner ("<u>Grand Prize Winner</u>") in the Sweepstakes determined by a random drawing ("<u>Grand Prize Random Drawing</u>") from among all eligible Entries received by the End Date to be conducted on or about August 1, 2016. All decisions of Sponsor are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend upon the number of eligible entries received during the Sweepstakes Period.

Winner Notification: Administrator will attempt to notify potential Winner of his/her winning status via the e-mail address or mobile phone provided in connection with the Winner's Entry on or about the day of the Random Drawing, at Administrator's discretion. Potential Winner must respond within seventy-two (72) hours of notification attempt. Failure to respond to notification within the stated time will result in forfeiture of the Prize. Awarding of any prize is subject to verification of potential Winner's eligibility and full compliance with these Official Rules. Except where prohibited,

the selected potential Winner may be required to complete and return to Sponsor or its designated agent an Affidavit of Eligibility and a Liability/Publicity Release Form ("Affidavit and Release") within three (3) days of receiving the Affidavit and Release. Failure to return the signed Affidavit and Release within three (3) days following the date of delivery thereof may result in forfeiture of the Prize. If a potential Winner cannot be contacted as specified above, or if he/she fails to return the signed Affidavit of Eligibility by the deadline specified above, or if a potential winner is deemed ineligible for any other reason in Sponsor's sole discretion, the potential winner will be disqualified and an alternate winner may, at Sponsor's sole discretion, be randomly selected in his/her place from among all remaining eligible Entries. Up to three (3) alternate winner drawings may be conducted for the un-awarded Prize, after which the Prize will remain un-awarded.

- PRIZE AND APPROXIMATE RETAIL VALUE ("ARV") One (1) Grand Prize Two (2) roundtrip economy class domestic airline tickets from a Sponsor-approved airline and airport. Travel valid to and from major market international airports located within the continental US only. ARV: \$1000. Actual retail value may vary depending on airfare fluctuations, and any difference between the stated ARV and actual ARV will not be awarded. Winner may choose departure and return dates only. Carriers, flights, departure time and return times will be chosen solely at the discretion of Sponsor. All travel arrangements must be made no later than 60 days prior to your trip. Trip must be taken by December 15, 2017, or will be forfeited in its entirety. Winner and Guest must travel on the same itinerary. Guest must be at least 21 years of age or older. All elements of the Grand Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Reservations are subject to availability and blackout dates may apply. ARV of Grand Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Grand Prize will not be awarded. Grand Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, hotel, insurance, meals, phone calls, gratuities, incidentals, souvenirs, gasoline, excursions, etc.) are included in the Grand Prize and all such expenses are the sole responsibility of Grand Prize winner. Grand Prize winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, and security charges. Once issued, tickets are nontransferable and may not be reissued once travel has commence d. Open tickets may not be issued and stopovers are not permitted. Sponsor will not replace any lost, mutilated, or stolen tickets. Grand Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Sponsor will provide the Grand Prize Winner with an IRS Form 1099, if applicable, reflecting the actual final retail value of the Grand Prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor.
- 5. **GENERAL TERMS AND LIMITATIONS OF LIABILITY AND RELEASES:** All Entries related to this Sweepstakes become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Sweepstakes and/or accepting any Prize, each Entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sweepstakes Entities, or their respective designated agent, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. Sponsor reserves the right to modify or revise these

Official Rules at any time and for any reason. The Entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to or from Sponsor or Administrator, and further agrees that all Prize is awarded upon the condition that the Sweepstakes Entities or any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Released Parties") shall have no liability whatsoever and shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of any Prize, or participation in this Sweepstakes or participation in any Sweepstakes-related activities and further acknowledges that said Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize awarded in connection with the Sweepstakes.

Sponsor reserves the right, in its sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, nonauthorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, integrity, security, fairness or proper conduct of the Sweepstakes, or for any other reason, at their sole discretion. In such event, Sponsor, at its discretion, may select winner from the eligible, non-suspect, eligible Entries fulfilling the applicable eligibility requirements prior to the event requiring such termination, cancellation or suspension. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware, software or telephone failures of any kind, traffic congestion on the Internet, on the Website, Facebook Site, or any other website, in any cellular telephone lines, networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed computer or Shazam app delays, whether caused by Sponsor, users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by technical or human error which may occur and/or which may damage Sweepstakes Entities' ability to receive or store Sweepstakes data, or which may damage a participant's system in connection with the selected method of entry, or which may otherwise limit any participant's ability to participate and/or redeem Prize in the Sweepstakes. In the event that any participant's entry attempt is not successfully received by Sweepstakes Entities, that participant's sole remedy shall be to attempt to enter the Sweepstakes once again during the Sweepstakes Period. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Sweepstakes, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes. Caution: Any attempt to deliberately damage any website or undermine the legitimate operation or administration of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

By accepting a Prize, the Winner agrees that Sponsor may use any and all such Winner's name, city and/or state of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the Internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. PRIZEIS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. Prize is non-assignable, non-substitutable, and nontransferable. Sponsor, at its sole discretion, reserves the right to substitute cash or prizes of equal or greater monetary value. Should a Winner make any false statement(s) in any document referenced above, the Winner will be required to promptly return to

Sponsor the awarded Prize(s), or the cash value thereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. In the event that this Sweepstakes is challenged by any legal or regulatory authority (including but not limited to any federal or state governmental authority), Sponsor reserves the right to discontinue or modify the Sweepstakes, as applicable, or to disqualify any participant residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any participants who are disqualified due to such an action.

- 7. **DISPUTE RESOLUTION:** Except where prohibited, participants agree that: all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant(s), Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the State of Minnesota without giving effect to any principles of conflicts of law of any jurisdiction. Participants agree that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the Prize, shall be filed only in the state or federal courts located in the State of Minnesota and the participants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, the participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prize, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for, and hereby waives, all rights to claim 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. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
- 8. **PRIVACY:** Sweepstakes Entities and their authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling prize, and by entering this Sweepstakes you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that Entrants submit 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://renterswarehouse.com/privacy-policy/. Information collected by Sponsor in connection with this Sweepstakes will be maintained on servers located in the United States.
- 9. **WINNER NAME AND OFFICIAL RULES:** For the name of the Grand Prize Winner and/or a copy of these Official Rules, send a self-addressed stamped envelope to: Renters Warehouse July Fly Away Sweepstakes, 3415 University Avenue, St. Paul, MN 55114, to be received by October 31, 2016. For a copy of these Official Rules, visit <a href="https://www.rwcontest.com">www.rwcontest.com</a>.
- 10. SPONSOR: Renters Warehouse, 6101 Baker Rd #200, Minnetonka, MN 55345.