

glacéau smartwater®
“Smartwater Two Week Challenge®” Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

ELIGIBILITY: The glacéau smartwater® “Two Week Challenge” sweepstakes [“Sweepstakes”] is only open to (i) legal residents of the United States residing in the state of Minnesota (ii) who are 18 years of age or older as of February 5, 2009. Employees (and their immediate families) of Glacéau (“Sponsor”) and each of its respective parents, bottlers, distributors, subsidiaries, affiliates, suppliers, advertising agencies, Lunds and Byerly’s (“Retailer”), Hubbard Broadcasting, Inc., KSTP-FM, LLC (the “Station”), and persons living in the same household as such employees are not eligible to participate in the Sweepstakes. Sweepstakes is subject to all applicable federal, state, local laws and regulations and is void where prohibited by law. The Sweepstakes begins on February 5, 2009 at 12:01:01 a.m. CST and ends on February 18, 2009 at 11:59:59 p.m. CST. (“Sweepstakes Period”).

2. HOW TO ENTER: There are three (3) ways to enter the Sweepstakes. 1) Visit www.ks95.com and click on the smartwater® banner advertisement. Enter your first and last name, street address, city, state, zip, daytime telephone, date of birth and valid email address and click “submit” to enter Sweepstakes. All entries become the property of Sponsors and will not be acknowledged or returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the e-mail account. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Or 2) Mail in a 3x5 card on which you have legibly hand printed your first and last name, complete mailing address (e.g. street, city, state, ZIP code), telephone number, date of birth, email address (if available), in a hand-addressed envelope with first class postage affixed to: “smartwater® Two Week Challenge”, KSTP-FM, LLC, 3415 University Avenue, St. Paul, Minnesota 55114. Mail in entries must be postmarked by February 18, 2009 and received no later than February 25, 2009. No mechanical reproduction of entries or facsimiles is permitted. Or 3) Text code “challenge” to 75617 to be entered into the Sweepstakes. Standard text message rates apply. Your wireless service provider may charge you for each text message you send and receive. You may incur text-messaging charges in connection with attempted play in the Sweepstakes and corresponding error messages even if the attempted entry does not go through. Entrants are responsible for all fees incurred through their wireless phone service, for text messages or otherwise, associated with participation in this Sweepstakes. Please consult your wireless service provider regarding their pricing plans. You must be a wireless service subscriber with text messaging service, using a participating service provider in order to enter via this method. Not all cellular phone providers carry the necessary service to participate. This Sweepstakes is available on all major carriers. Check your phone for capabilities for specific text messaging instructions. In the event of a dispute as to the identity of a text message entrant, entry will be declared made by the authorized account holder of the mobile telephone number. The authorized account holder of a mobile telephone number is defined as the natural person who is assigned a mobile telephone number by the wireless carrier or as shown on the carrier’s records. Limit of one (1) entry per person regardless of method of entry. Entries become the property of the Sponsor and will not be acknowledged or returned.

3. SELECTION OF WINNERS. All prize winners will be selected in a random drawing on or about February 25, 2009 from all eligible entries received during the Sweepstakes Period. Sweepstakes drawing will be conducted under the supervision of the Administrator, an independent judging organization. Limit one (1) prize per person. Entrants agree to be bound by these official rules and by the decisions of the judges, which are final and binding in all respects. Winners will be notified by mail and/or telephone on or about February 26, 2009. Unless otherwise prohibited, prize winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (where legal) within ten (10) days of notification attempt or prize will be forfeited and an alternate winner will be selected. Forfeited prizes will be awarded in a random second chance drawing. Judges’ decisions are final in all matters relating to the Sweepstakes. Unclaimed prizes may not be awarded.

4. PRIZES: One (1) Grand Prize winner will be awarded in the Sweepstakes: One (1) "ultimate fitness package" which includes one (1) full year single health club membership, local health club establishment to be determined by the sponsors and (1) one year supply of smartwater® [16 cases of smartwater® (384 20oz bottles)]. (ARV: \$1,600). One (1) First Prize winner will be awarded in the Sweepstakes: One (1) runners gift pack including one (1) mp3 player, one (1) runners sport kit, one (1) \$100 sports gift card, one (1) 30 minute sports music mix gift card and 3 month supply of smartwater® [4 cases of smartwater® (96 20oz bottles)]. (ARV: \$386). One (1) runner up will be awarded in the Sweepstakes: One (1) spa treatment up to \$150 in the form of a gift card. local spa establishment to be determined by the sponsors. (ARV: \$150). Purchase will not increase your chances of winning. Odds of winning depend on the number of eligible entries received. All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. No prize substitution or cash equivalent of prize, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these official rules may not be claimed and will not be awarded. Certain restrictions may apply. Winners will receive an IRS Form 1099 for the approximate retail value of the prize. The prize is non-transferable and may not be extended, substituted or redeemed for cash value, except by Sponsors, who reserve the right to substitute the prize or a prize component with cash or another prize of comparable or greater value. Sponsor reserves the right to substitute a prize of comparable value in its sole discretion.

5. MISCELLANEOUS: 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 KS95 within 365 days prior to the awarding of a prize to you in this sweepstakes. Anyone participating in this sweepstakes or claiming a prize in this sweepstakes in violation of these rules will be deemed to have forfeited the right to be awarded a prize in this sweepstakes and will be disqualified from participating in KS95 sweepstakes for a period of one year. Sponsors reserve the right to void all entries made through any robotic, automatic, mechanical, programmed, or similar entry duplication method. Sponsors are not responsible for any (a) telephone, computer, hardware, software, programming or network malfunction or other technical failures or errors, or the failure to properly process entries; (b) communication disruption or other forces beyond the reasonable control of the Sponsors, including but not limited to disruption related to internet traffic, virus, bug or non-authorized intervention; or (c) damage caused by computer virus or otherwise resulting to any computer from such person's participation in the Sweepstakes whether human, mechanical or electronic. If any such malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Sweepstakes, Sponsors may, in their sole discretion, reserve the right to terminate, cancel, suspend and/or modify the Sweepstakes if any fraud, virus or other problem corrupts the administration, security, or proper play of the Sweepstakes by posting a notice on www.hy-vee.com. If the Sweepstakes is terminated before the end date, winners will be selected from among all eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of this Sweepstakes, or who Sponsors believe to be causing malfunction, error, disruption, or damage will be disqualified. Entries that contain errors, or are incomplete will not be accepted. Sponsors and Administrator are not responsible for lost, late, misdirected, damaged, or garbled entries. The Sponsors will be the sole judge of which entries are valid and its decision is final and binding. Sponsors reserve the right to amend these rules at any time by posting amended rules on www.hy-vee.com.

6. LIABILITY & RELEASE: By entering, participants agree to release and hold harmless Sponsor, Retailer, Station, Hubbard Broadcasting, Inc., KSTP-FM, LLC and each of their respective parents, bottlers, distributors, affiliates, subsidiaries, directors, officers, employees and its advertising, promotional and judging agencies from any and all liability or any injuries, death, loss, tax liability or damage of any kind arising from or in connection with participation in this Sweepstakes or the acceptance, use, misuse or possession of any prize won. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, the entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Entering the Sweepstakes constitutes permission to use the name, address (city and state only) and likeness of the prize winner for advertising and publicity purposes in any media now

existing or hereinafter devised, without further compensation, unless prohibited by law. . Failure to comply with these official rules may result in disqualification from the sweepstakes. Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this or any sweepstakes it sponsors, now or in the future, any person it finds, in its sole discretion, has intentionally violated these official rules, tampered with the entry process, the operation of this sweepstakes, or any other aspect of this sweepstakes; and (ii) cancel or suspend part or all of this sweepstakes in the event that printing errors, viruses, tampering, fraud, unauthorized intervention or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness or proper play of the sweepstakes. In such event, Sponsor may award prizes in a random drawing from all eligible entries received prior to the date of cancellation or suspension.

7. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

8. WINNERS LIST: For a complete list of winners, send a self-addressed, stamped envelope to: "smartwater® Two Week Challenge Sweepstakes" Winners List, KS95, 3415 University Avenue, St. Paul, MN 55114.

Sponsor: Energy Brands Inc. d/b/a Glacéau, 17-20 Whitestone Expressway, Whitestone, NY 11357.

Administrator: KSTP-FM, LLC, 3415 University Avenue, St. Paul, Minnesota 55114

ABBREVIATED RULES:

No purchase necessary. No text message required. Void where prohibited. Open to US legal residents of the State of Minnesota, 18 years of age or older at the time of entry. For full official rules, visit www.ks95.com. Standard text messaging rates may apply. Sweepstakes ends February 18, 2009 11:59 p.m. CST.