

## **KS95 - TEACHER OF THE WEEK CONTEST**

### **OFFICIAL RULES**

#### **NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE CHANCES OF WINNING**

1. **ELIGIBILITY:** Anyone 13 years of age or older from Minnesota or Wisconsin may nominate any eligible teacher in the KS95 Teacher of the Week Contest ("Contest"). Individuals/teachers nominated must be 18 years or older, residents of Minnesota or Wisconsin, and must be a teacher in Grades Preschool-12 at a private or public school within **sixty (60) miles** of Minneapolis/St. Paul, Minnesota, to be eligible to win. In order to be eligible to win a prize in this Contest, you cannot have won or accepted any prize from KS95 within 30 days prior to the awarding of a prize to you in this contest, or 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 contest. These restrictions apply even if you reject the prize. Employees of KSTP-FM, LLC, Hubbard Radio, LLC, TCL (including their subsidiaries, affiliates, parent or related companies, and their immediate families), are not eligible to enter. Any one participating in this contest or claiming a prize in this Contest in violation of these rules will be disqualified from participating in KS95 contests for a period of one year. A person may only qualify once for this Contest.
  
2. **HOW TO ENTER:** We are looking for stories about Preschool-12 teachers who have gone "above and beyond the call of duty" to help students. In order to enter, log on to [www.ks95.com](http://www.ks95.com) ("Website") from 12:00:01 AM Central Time ("CT") on September 8, 2020, through 11:59:59 PM CT on May 3, 2021 ("Entry Period"), and click on the "Teacher of the Week" icon to enter; complete the entry, which must include your name and telephone number, your relationship to the person you are nominating, along with the full name of the Preschool-12 teacher you are nominating, the school/address/telephone number and e-mail address of the school he/she teaches at, the grade/subject he/she teaches and a story about this teacher in 150 words or less. Preschool-12 teachers may be nominated by students, fellow teachers, co-workers, friends, parents, spouses, etc. A teacher may not nominate himself/herself. KS95 is not responsible for problems accessing the website, technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this contest. Listeners may enter this contest more than once, but may only nominate any given teacher once.
  
3. **HOW THE WINNERS ARE CHOSEN:**
  - a. **Weekly Winners:** From all eligible entries received, each Friday during the Contest (beginning Friday, September 18, 2020, and ending on May 7, 2021) in the 6am hour during the KS95 Morning Show, the KS95 Morning Show will announce one (1) Weekly Winner. The Weekly Winner will be chosen by a panel of KS95 judges the day before each Weekly Winner is announced, in their sole and absolute discretion, using the following judging criteria: the teacher's overall involvement with students (25%), what the teacher has done "above and beyond the call of duty" (25%), the impact the teacher has had on student's lives (25%), and the dedication to the teaching profession (25%). The teacher described in the story who receives the highest score each week during the Contest will be deemed a Weekly Winner, and will win a Qualifying Prize and that Weekly Winner's name will also be put in the random drawing for a chance to win the Grand Prize, to be held at the end of the year dinner on **May 19, 2021** at a to-be-announced location in the Twin Cities metro area. Due to holidays, KS95 will NOT choose a Weekly Winner on November 27, 2020, December 11, 2020, December 25, 2020, or January 1, 2021.

b. Grand Prize Winners: The 30 Weekly Winners as set forth in Section 2 a. above will be invited to attend a dinner honoring the Teachers of the Week, to be held on **May 19, 2021** at a to-be-determined location in the Twin Cities metro area and at a time to be determined by Sponsor (the "Teachers of the Week Event"). Immediately following the dinner at the Teachers of the Week Event, Sponsor will randomly select one (1) Grand Prize winner and one (1) Runner-Up Winner. Sponsor will announced the Grand Prize and Runner Up Prize winners at the Event. The Grand Prize and Runner Up Prize winners need **NOT** be present to win. Odds of winning a Grand Prize or Runner Up Prize is 1:17.

4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV's")/HOW TO CLAIM PRIZES.

**Thirty-Two (30) Qualifying Prizes:** Each of the 30 Weekly Winners will each receive the following Qualifying Prize: an engraved plaque from KS95 recognizing him/her as KS95's Teacher of the Week, and the following: a KS95 prize pack (t-shirt, pens/pencils) and the teacher and a guest will be invited to attend a dinner honoring the Teachers of the Week to be held on May 19, 2021 at a to-be-determined location. ARV: \$50.00 each. The weekly qualifying prizes will be delivered to the winning teacher's school.

**One (1) Runner Up Prize:** There will be one (1) Runner Up Prize awarded. The Runner Up Prize winner will receive one (1) 55 inch TCL TV, model 55S517. ARV: \$379.99. Runner Up Prize winner may pick up their Runner Up Prize at the KS95 Studios located at 3415 University Avenue, St. Paul, MN 55114 within **ten (10) days** of winning the Runner Up Prize. This is to verify that the prize is being given to the qualified winner. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim a prize.

**One (1) Grand Prize:** There will be one (1) Grand Prize awarded. The Grand Prize winner will receive \$1,000 in cash for himself/herself, \$1,000 in cash will be donated to the Grand Prize winner's school, and one (1) 55 inch TCL TV, model 55S517. ARV: \$1,379.99. Grand Prize winner may pick up their Grand Prize at the KS95 Studios located at 3415 University Avenue, St. Paul, MN 55114 within **ten (10) days** of winning the Grand Prize. This is to verify that the prize is being given to the qualified winner. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim a prize.

A qualified winner must also meet the eligibility requirements as set forth in Paragraph 4 of these rules. The prizes winners are responsible for all applicable income taxes. A 1099 form may be submitted to all appropriate taxing authorities. Notwithstanding the foregoing, all federal, state, and local taxes, if any, associated with donation acceptance by the grand prize winner's school are selected school's responsibility.

Each winner must prove he/she is a qualified winner by presenting identification acceptable to KS95 (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 a winner cannot prove she is a qualified winner, the prize will not be awarded. All unclaimed prizes remain the property of KS95. The grand prize will not be issued to the winner unless a social security number is presented.

5. 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.

6. **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.
  
7. **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.
  
8. **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.

9. OFFICIAL RULES/WINNERS: For a copy of these official rules, or for a list of winners, send a hand-printed, self-addressed, stamped envelope by June 30, 2021, to: Official Rules/Winners (designate which), KS95 Teacher of the Week 2020-21 Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
  
10. SPONSOR: KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.