

## KS95 - Tap the App 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.**

- 1. Eligibility:** KS95 Tap the App Sweepstakes (the "Sweepstakes") is open only to listeners 18 years or older and residents of the state of Minnesota or Wisconsin who reside within 150 miles of the KS95 Studios located at 3415 University Ave, St. Paul, MN 55114. No purchase necessary to enter the Sweepstakes. Employees of KSTP-FM, LLC and its radio station KS95 (the "Sponsor"), 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, 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. . Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sweepstakes Periods:** The Sweepstakes begins on the dates and times as announced via KS95 stream player (the "Sweepstakes Period").
- 3. How to Enter:** To enter, listen to KS95 during the Sweepstakes Period for any eligible song to be played on-air. While eligible song is playing, open the App or Website Stream Player ("App") and look for the "*Reward Enabled Tap Here For Entry*" button to be displayed on-screen. Tap or Click the button and you will gain an entry into the drawing. Before the contest ends, visit the Prize Details page to officially submit your entries into the drawing. You will have **only the length of the eligible song** to enter. Once the song ends and the next track begins the chance at an entry is over until an eligible song is played again . You must tap or click the button in order to receive a valid entry. **Note that webcasts of Stations' programming are typically on a delayed basis**, which may affect participation in this Sweepstakes.

Sponsor is not responsible for telephone line unavailability, busy signals on the Sweepstakes line, operator interference, technical or atmospheric conditions that disrupt the completion of the entry, internet, app, Wi-Fi, or other technical malfunctions which may or may not result from this Sweepstakes.

- 4. Random Drawing(s):** A random drawing will occur on the dates and times listed on the Sweepstakes Details page. For any single random drawing, the random drawing will occur on the business day following the end date of the Sweepstakes Period. For any weekly random drawing, the random drawing will occur each Monday of the Sweepstakes Period, unless noted otherwise on the Sweepstakes Details page. For any daily random drawing, the random drawing will occur on the following business day. Odds of winning depend on the number of

eligible entries received. Sponsor will conduct the random drawing(s) from among all eligible entries received up until the date of the random drawing.

5. **Prizes and Approximate Retail Values (“ARV’s”)** – The specific prize(s) and ARV of each prize available to be won in each Sweepstakes will be as specifically listed in the Sweepstakes Prize Details page. Prizes consist of only those items specifically listed as part of the prize. Taxes are winner’s sole responsibility. Prizes are not transferrable, substitutable, and may not be redeemed for cash. Sponsor reserves the right to substitute any prize, or portion thereof, for any reason at Sponsor’s sole discretion. Any limitations on any prize will be provided at the time the prize is awarded.

The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winners are responsible for paying all applicable income taxes associated with accepting their Prize. Winners may be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize. A 1099 form may be submitted to all appropriate taxing authorities, and by signing a Prize Release (if applicable), each winner accepts the Prize, and even if the winner does not use the Prize, he/she will be responsible for the applicable taxes. Sponsor may substitute any prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor’s sole discretion.

6. **Claiming the Prize:** Upon winner verification, the winner(s) will either, as determined solely by Sponsor, be told how they will receive their prize in one of two ways as follows: (1) Prize Pick-Up: 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 Ave, St. Paul, MN 55114 during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **ten (10) business days** of the day he or she wins to verify that he/she is the qualified winner and must sign a Publicity and Liability Release (“Release”) upon (and as a condition of) picking up the Grand Prize. Failure to comply with this deadline shall be deemed to be the winner’s forfeiture of his or her right to claim the Grand 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. OR (2) Prize Mailed: Sponsor will mail out the prize to the winner. Neither Administrator nor Sponsor is responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain the property of Sponsor. Winner may be required to sign and complete a W9 prior to receiving their prize and a 1099 form will be submitted by Sponsor (or Administrator, on behalf of the Sponsor) to all appropriate taxing authorities.
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 and/or address (city/state) without any additional compensation. By calling in to participate in this Contest, 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/Winner's List:** For a copy of these Official Rules, or the names of the Grand Prize winners, send a self-addressed stamped envelope to: KS95 Tap the App Sweepstakes (include the name of the prize) Rules/Winners (designate which), 3415 University Ave, St. Paul, MN 55114.

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