

**KS95 Singing in the Shower with Crisco, Dez & Ryan  
powered by Minnesota Shower and Bath  
Sweepstakes Official Rules  
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:** The KS95 Singing In The Shower with Crisco, Dez & Ryan powered by Minnesota Shower and Bath Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 years or older and residents of Minnesota or Wisconsin and who reside within 150 miles of KS95's studios located at 3415 University Avenue, St. Paul, MN 55114. In order to be eligible to win a prize in this Sweepstakes, you cannot have 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 Sweepstakes. These restrictions apply even if you reject the prize. No purchase necessary to enter the Sweepstakes. Employees of KSTP-FM, LLC and its radio station KS95 (the "Sponsor"), Minnesota Rusco, Minnesota Shower and Bath (collectively, the "Promotional Participants"), 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 and Promotional Participants, 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.
- 2. Sweepstakes Period:** The Sweepstakes begins on October 22, 2021 at or about 12:00:00 AM Central Time ("CT") and ends on November 16, 2021, at or about 11:59:59 PM CT (the "Sweepstakes Period").
- 3. How to Enter** To enter, visit [www.KS95.com](http://www.KS95.com) ("Website") during the Sweepstakes Period, or search "Shower" on the Sweepstakes page. Once on the Sweepstakes page, find, complete and submit the official entry form. Limit one (1) entry per person per day. Entries must be received by 11:59:59 PM CT on November 16, 2021 to be eligible for the random drawing.
- 4. Random Drawing:** A random drawing will be conducted on or about November 16, 2021, from among all eligible entries received, to determine

the Grand Prize winner. Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Sponsor will conduct the random drawing. Winner will be notified by telephone, or email on or about the date of the drawing. Sponsor will make up to 2 attempts to contact the winner. If a winner cannot be contacted after 2 attempts, that potential winner will forfeit the prize, and the prize may be awarded to an alternate winner, time permitting. All unclaimed prizes remain the property of Sponsor.

- 5. Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize** – A Kohler Luxstone Shower provided by Minnesota Shower and Bath, a Kohler division of Minnesota Rusco. Includes shower installation and permits. ARV: \$10,000. All remodel elements are at Minnesota Shower and Bath's sole discretion and neither Minnesota Shower and Bath nor Sponsors have any liability for any element that are not to winner's liking. Any required plumbing, electrical, or HVAC upgrades required for the remodel is not included in the prize and it is the sole responsibility of winner. Painting and wall décor is the sole responsibility of winner.

Prize consists of only those items specifically listed as part of the prize. No other substitution allowed by winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. All local, state, and federal taxes on the Prize are Winner's sole responsibility. The prize is non-assignable and non-transferable. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason.

The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Grand Prize winner will be required to sign a liability and/or publicity release and a W9 tax form ("Prize Release") prior to issuance of a prize. A 1099 form will be submitted to all appropriate taxing authorities, and by signing a Prize Release, the Grand Prize winner accepts the Grand Prize, and even if the Grand Prize winner does not use the Grand Prize, he/she will be responsible for the applicable taxes.

- 6. Claiming the Prize:** The Grand Prize winner must return their Prize Release to Sponsor within the time frame specified and method as specified by Sponsor, as a condition of receiving the Grand Prize. Upon receipt of all Prize Release documents, Sponsor will assist the Grand Prize winner in scheduling an appointment with the Promotional Participants.
- 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 (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.

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 list of winners, send a hand-printed, self-addressed, stamped envelope by November 22, 2021 to: Official Rules/Winner's List (designate which), KS95 Singing in the Shower Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
13. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.