

**North American Banking Company Small Business Helping Hand Contest
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

BY SUBMITTING AN ENTRY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOUR ENTRY MAY APPEAR ON SPONSOR'S WEBSITE, SOCIAL MEDIA CHANNELS, AND ON RADIO BROADCASTS OR STREAMING ONLINE, WITHOUT PRIOR CONSENT BY OR NOTICE TO THE ENTRANT AND FOR NO ADDITIONAL COMPENSATION.

- 1. Eligibility:** Listeners who are 18 years of age or older and residents of Minnesota or Wisconsin ("Nominator") may nominate their favorite small business that is in good standing and is officially organized, qualified, or incorporated in Minnesota or Wisconsin ("Eligible Business" or "Nominee") in The North American Banking Company Small Business Helping Hand Contest ("Contest"). To be an Eligible Business, the business may NOT be a small business that involves or is a religious institution, in the adult entertainment industry, a government entity, a school, a political affiliation or a marijuana business and must have annual revenue of less than \$5 million in 2022 (each a "Non-Eligible Entity"). **PLEASE NOTE** that the Nominee is the person who may be deemed the Grand Prize winner, and not the Nominator (unless the Nominator is an owner or employee of the winning Nominee's Eligible Business). Employees of North American Banking Company (the "Sponsor"), Hubbard Digital Twin Cities, LLC ("Administrator"), KSTP-FM, LLC ("Promotional Participant"), 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 Contest (collectively with Sponsor, Administrator, and Promotional Participant, hereinafter referred to as the "Contest Entities") 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 Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrants full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest begins at or about 12:00:00 AM Central Time ("CT") on February 6, 2023 and ends at or about 11:59:59 p.m. CT on March 5, 2023 (the "Contest Period").
- 3. How to Enter:** To enter the Contest, Nominators can visit www.KS95/SmallBusiness ("Website") during the Contest Period, and nominate their Nominee by finding and completing the online official entry form ("Entry Form"), which includes providing an essay in 300 words, telling us about the Eligible Business you are nominating and if that Eligible Business were to win the \$10,000 marketing campaign on KS95, what would that Eligible Business promote within the advertising campaign about the Eligible Business (collectively, the "Entry"). Sponsor is not responsible for internet or telephone line unavailability, incomplete uploads of any Entry, or other technical problems that may arise in connection with your entry into the Contest. Any attempt by any participant to enter multiple times by using multiple/different identities or any other methods may disqualify that entrant from winning any prize, at the sole discretion of Sponsor. **By submitting an Entry, you hereby acknowledge and agree that the Entry, or portions thereof, may be shown on Sponsors and Promotional Participant's website, other social media channels, and on Promotional Participant's radio broadcasts and streaming online without prior consent by or notice to the Nominator or Eligible Business and for no additional compensation.** Further, each Nominator certifies that the Entry is his or her own original work, and that he or she has the right to allow the publication of the Entry without restriction, that the Entry is suitable for publication (e.g. it does not contain any obscene, indecent, or defamatory

content), and Sponsor's use of the Entry will not infringe the rights of any third parties (e.g., copyrights, rights of publicity, etc.).

4. **Privacy Policies and Data Collections:** Information provided by you for this Contest on the Entry Form, is subject to Promotional Participant's privacy policy <https://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each Entrant agrees that the Sponsor (or Administrator or Promotional Participant, on Sponsor's behalf) has the right to contact the Entrant by phone, mail or email address(es) provided on the Entry form to administer and fulfill this Contest, or for any additional purpose associated with this Contest.
5. **Judging Period/How Contest Finalists are Chosen:** Then, from March 6, 2023 through March 7, 2023 ("Judging Period"), each eligible Entry will be judged using the following judging criteria and percentages: (1) ability to articulate about the business in the Entry (51%), (2) the ideas depicted in the Entry as to what the Eligible Business will promote in the ad campaign (49%) (collectively, the "Judging Criteria"). The Entry with the highest overall score using the Judging Criteria will be deemed the Grand Prize winner. Sponsor reserves the right to not to award the Grand Prize in the event not enough sufficient and eligible Entries are received during the Contest Period. The Eligible Business whose Entry is selected as a Grand Prize winner (hereinafter, a "Winner") will be notified by telephone and/or email on or about the day of or after the end of the Judging Period within two (2) business days. In the event Sponsor or Administrator are unable to reach a Winner within two (2) business days, that potential Winner may, at Administrator's sole discretion, forfeit his/her right to be deemed an official Winner, and an alternate Winner may be selected by Administrator, at Administrator's sole discretion, using the Judging Criteria set forth above, time permitting.

THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR AND ALL DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

6. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize One (1) Grand Prize -** \$10,000.00 in promotional value on-air on KS95 and on KS95 digital properties, as solely agreed upon by Promotional Participant; prize includes creative and production services provided by KS95: ARV: \$10,000.00. Prizes consist of only those items specifically listed as part of the prize. No cash or other substitution allowed by Winner. The prize is non-assignable and non-transferable. Sponsor or Administrator reserves the right, in their sole discretion, to substitute the prize, or portion thereof, for one of equal or greater value, for any reason. The Winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. The Winner is solely responsible to pay all local, state and federal taxes associated with the value of the Grand Prize.
7. **Verification of Potential Winners:** In order to be confirmed as a Winner, and without limitation of any other terms herein, the potential Winner may be required upon Sponsor's or Administrator's reasonable request to provide satisfactory proof, as determined by Sponsor or Administrator, in their sole discretion, that such potential Winner is an Eligible Business, including but not limited to providing a copy of a potential Winner's government-issued identification and/or additional information required by Sponsor or Administrator in order to verify eligibility and compliance with these Official Rules and be declared an official Winner. Winner may be required to sign and return to Administrator, within five (5) days of the date notice is sent, a liability/publicity release and a W9 tax form in order to claim his/her prize, or such other documents as Sponsor or Administrator deem necessary, in their sole discretion (collectively, "Prize Claim Documents"). If a Winner cannot be contacted pursuant to the requirements set forth in Official Rule #5 above, or fails to sign and return the Prize Claim Documents within the required time period, such potential Winner may be disqualified and may forfeit his/her prize.
8. **Entry Conditions and Release:** By entering, each Nominator and the Winner agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and Administrator which are binding and final in all matters relating to this Contest; (b) release and

hold harmless the Sponsor, Administrator, Promotional Participant, their respective parent companies, affiliates, and subsidiaries, and the officers, directors, employees, representatives, and agents (collectively, 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 Entry, creation of an Entry or submission of an Entry, participation in the Contest, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of Entry; and (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 a Nominator's participation in the Contest and/or a Winner's acceptance, use or misuse of a Prize.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of 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 Contest, as determined by Sponsor in its sole discretion. If the Contest is terminated before the designated end date, Administrator will (if possible) select the Winners in a random drawing from all eligible Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Nominator's and the Winner's sole and exclusive remedy under such circumstances. Sponsor and Administrator reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other Contest or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and Administrator 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 or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by Nominators, the Winner, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (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 entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Nominator's or Winner's participation in the Contest or receipt or use or misuse of any Prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Nominator's or Winner's sole remedy is another Entry in the Contest, provided that if it is not possible to award another Entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the Prizes offered herein. Nominators and Winner further agree and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

11. Disputes/Governing Law: Nominators and Winners agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, other than those concerning the administration of the Contest, or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Minnesota under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Minnesota state or federal court judge with experience in entertainment matters who shall follow Minnesota law and the Federal Rules of Evidence and have no authority to award punitive damages. Any party may enforce a final arbitration award in any court of competent jurisdiction in Minnesota, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Minnesota. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Minnesota; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will Nominator or Winner be permitted to obtain awards for, and Nominator and Winner 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 LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Nominator and Winner and Sponsor in connection with the Contest, 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 the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota. **EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY FOR ANY CLAIM OR PROCEEDING ARISING OUT OF THE CONTEST OR THESE OFFICIAL RULES.**

12. Contest Winners: For the Contest Winners' names (available after March 7, 2023), send a hand-printed, self-addressed, stamped envelope by March 12, 2023 to: Winners List, North American Banking Company Small Business Helping Hand Winners, c/o Hubbard Digital Twin Cities, LLC, 3415 University Avenue, St. Paul, MN 55114.

13. Official Rules: For a copy of these Official Rules, visit www.ks95.com/SmallBusiness.

14. Sponsor: North American Banking Company, 2230 Albert Street, Roseville, MN 55113

15. Administrator: Hubbard Digital Twin Cities, LLC, 3415 University Avenue, St. Paul, MN 55114.

ABBREVIATED RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. Listeners who are 18 years of age or older and residents of MN or WI may nominate their favorite small business that is in good standing and is officially organized, qualified, or incorporated in Minnesota or Wisconsin, in The North American Banking Company Small Business Helping Hand Contest. To be an Eligible Business, the business may NOT be a small business that involves or is a religious institution, in the adult entertainment industry, a government entity, a school, a political affiliation or a marijuana business and must have annual

revenue of less than \$5 million in 2022. To enter and for official rules, visit www.ks95.com/SmallBusiness, beginning at 12:00:00 AM CT on 2/8/2021 through 11:59:59 PM CT on 2/28/2021. Void where prohibited by law. Sponsor: North American Banking Company, 2230 Albert Street, Roseville, MN 55113