

**KS95 KELLY CLARKSON FLYAWAY 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:** The KS95's Kelly Clarkson Flyaway Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 years or older and residents of Minnesota or Wisconsin who reside within 150 miles of KS95's studio located at 3415 University Avenue, St. Paul, MN 55114. No purchase necessary to enter the Sweepstakes. Employees of KSTP-FM, LLC and its radio station KS95 (the "Sponsor"), Live Nation ("Promotional Participant"), Elektra Entertainment, 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.
2. **Sweepstakes Period:** The Sweepstakes will begin on March 27, 2023 at 12:00:00 AM Central Time ("CT") and end on March 31, 2023 at 11:59:59 PM CT ("Sweepstakes Period").
3. **How to Enter:** To enter, listen to KS95 during the Sweepstakes Period for any Kelly Clarkson song to be played on-air. While the Kelly Clarkson 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 Sweepstakes, 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 Kelly Clarkson song ends and the next track begins the chance at an entry is over until another Kelly Clarkson song is played. 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. **Grand Prize Random Drawing:** A random drawing will be conducted by Sponsor on or about April 3, 2023, from among all eligible entries received during the Sweepstakes Period, to determine the Grand Prize winner. Odds of being named the Grand Prize winner depend on the number of eligible entries received during the Sweepstakes Period. Decisions of judges are final and binding. The Grand Prize winner will be notified by

telephone or email on or about the day of the random drawing. Sponsor will make up to **2 attempts** to contact the potential Grand Prize winner. If Sponsor is unable to contact the potential Grand Prize winner after 2 attempts, that potential Grand Prize winner will forfeit the Grand Prize, and the prize will be awarded to an alternate winner from among all remaining entries, time permitting.

- 5. Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize:** A trip for (2) from Minneapolis, MN to Las Vegas, NV on TBD date to see Kelly Clarkson in concert at Bakkt Theater at Planet Hollywood on date TBD. Trip includes roundtrip coach airfare from Minneapolis to Las Vegas, NV for two (2) on a date to be determined by Sponsor in Sponsor's sole discretion, two (2) nights hotel accommodations at Planet Hollywood Resort & Casino; and two (2) tickets to Kelly Clarkson in concert at Bakkt Theater at Planet Hollywood. ARV: \$1,200.00. Any difference between the stated ARV and actual ARV will not be awarded. **Please reach out to the concert venue and the city of Las Vegas, including the hotel, for up to date COVID requirements, which may change at any time without notice.** Proof of vaccination and negative test result must be issued from the healthcare provider. Neither Sponsor nor Promotional Participant are responsible in the event of a COVID-19 situation that interrupts the enjoyment of the Prize, or that requires cancellation by the Grand Prize winner or Guest of the Prize, or portion thereof. No refunds will be awarded and no rain checks will be offered. Trip must be taken on the dates specified by Sponsor and agreed to by winner, or will be forfeited and may be awarded to an alternate winner, time permitting. All other expenses (including, without limitation, meals/beverages, ground transportation, telephone charges, optional excursions, spa treatments, souvenirs, and all federal, state and local taxes (including applicable income taxes)) incurred are the winner's sole responsibility. Travel dates are final and will not be extended. Trip is non-transferable and cannot be exchanged for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize, or any portion thereof, for one of equal or greater value. The winner and guest(s) must travel together on the same itinerary. Winner must have a valid credit card to check into the hotel for incidentals. Dates of the trip may be subject to blackout dates. Winner and winner's guest(s) must both be at least 18 years old. If the winner and/or his/her guest miss the initial departure as scheduled, the winner will forfeit the prize. If the winner and/or his/her guest are not present for the designated return flight, he/she is solely responsible for his/her return to Minnesota. The trip is subject to the policies, practices and procedures of the hotel and airline, including any policies relating to COVID-19. The Sponsor reserves the right to substitute a different prize of approximately equivalent value in its sole discretion. Seat locations at the concert are at sponsor's sole discretion. All tickets are subject to the terms, conditions and restrictions printed on the tickets. In the event the concert is postponed for any reason, Sponsor shall not be responsible for any rain checks or for the concert portion of the prize.

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. Grand Prize winner's guest will be required to sign and return a liability and publicity release prior to issuance of tickets. 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. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming the Prize:** Upon winner verification, and receipt of the Prize Release documents, **as a condition of being named as the official winner**, the winner must claim his/her prize in person at KS95 Studios located at 3415 University Avenue, St. Paul, Minnesota 55114, during normal business hours (Monday-Friday, 8:30 a.m. to 5:00 p.m.) **within thirty (30) days of being awarded the Prize**, or prize will be forfeited. Upon picking up the prize, the Grand Prize winner may be required to sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Grand Prize. The winner may be required to 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 the winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed or returned prizes remain the property of Sponsor.
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 and Prize Provider 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 and Prize Provider'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 Sweepstakes 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:** For a copy of these official rules or name of the Prize winner, send a hand-printed, self-addressed, stamped envelope by March 27, 2023 to: Official Rules/Winner's

List (designate which), KS95's Kelly Clarkson Flyaway Sweepstakes, 3415 University Ave, St. Paul, MN 55114.

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