

KS95 Summer Contest Gabriel Iglesias Sweepstakes
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 Summer Contest Gabriel Iglesias Sweepstakes (the "Sweepstakes") is open only to individuals that 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"), Treasure Island Resort & Casino ("Promotional Participant"), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, (collectively with Sponsor and Promotional Participant, 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 June 5, 2023, at or about 6:00 AM Central Time ("CT") and ends on June 9, 2023, at or about 9:30 AM CT (the "Sweepstakes Period").
3. **How to Enter** This is a listen to win sweepstakes. To enter, listen to Crisco, Dez & Ryan on KS95 between 6:00 a.m. and 9:30 p.m. each Monday through Friday during the Sweepstakes Period. When you hear the cue-to-call announced by the DJ's, be the 9th caller to call **651-989-KS95 (5795)** to win two (2) tickets to the Gabriel Iglesias Concert on August 5, 2023, and each winner will also receive a Qualifier Prize, described below. There will be 5 winners during the Sweepstakes Period. Limit one (1) prize per person/household during the entire Sweepstakes Period.

Odds of winning depend on the number of listeners calling after the cue-to-call is announced on-air.

Note that webcasts of KS95's programming are typically on a delayed basis, which may affect participation in this Sweepstakes. KS95 will not accept collect calls. KS95 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 phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Sweepstakes. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of KS95.

4. Prize and Approximate Retail Value ("ARV") – Five (5) Grand Prize Winners.

Each winner will receive two (2) tickets to the Gabriel Iglesias Concert at Treasure Island Resort & Casino on August 5, 2023. The value of each Grand Prize is \$158.00. Each Grand Prize winner will also receive a qualifier prize, which shall consist of two (2) tickets to attend the KS95 Summer Contest Finale at Treasure Island Resort & Casino on a to-be-determined date in 2023 ("Qualifier Prize"). There is no specific retail value associated with the Qualifier Prize portion of the prize.

Transportation and parking are not included as part of any prize. Seat locations are strictly determined by Sponsor. Tickets are subject to the terms, conditions and restrictions printed on the tickets. Sponsor is not responsible for lost tickets, or for any concert that is postponed or cancelled for any reason. No substitution allowed by any 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. Tickets cannot be sold on eBay, Craigslist or another third-party website. The prize is non-assignable and non-transferable and not redeemable for cash. Sponsor may substitute the prize for one of equal or greater value for any or no reason. Winner is solely responsible for paying all applicable income taxes associated with accepting their Prize. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

- 5. Claiming the Prize:** The Grand Prize winners must claim their prize either (as determined by Sponsor): (1) in person at the KS95 Studios located at 3415 University Ave, St. Paul, MN 55114 within five (5) days of being named a Grand Prize winner, or (2) via email communication with KS95 promotions team, during normal business hours (Monday-Friday, 9:00am to 5:00pm) within five (5) business days of the day he/she wins, to verify that he/she is the qualified winner. Failure to comply with these deadlines shall be deemed to be the winner's forfeiture of their right to claim the Grand Prize. The Grand Prize winner must prove he/she is the qualified winner by presenting identification acceptable to KS95 as a condition of claiming the prize (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 prize winner cannot show identification as set forth above, he/she will forfeit his/her right to claim the prize. All unclaimed prizes remain the property of KS95.

6. **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.

7. **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.

8. **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.
9. **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 and Promotional Participant has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form in connection with this Sweepstakes.
10. **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.

11. **Official Rules/Winner's List:** For a copy of these official rules or names of the winners, send a hand-printed, self-addressed, stamped envelope by June 16, 2023, to: Official Rules/Winner's List (designate which), KS95 Summer Contest Gabriel Iglesias Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
12. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.