

KS95 “LABOR DAY WEEKEND AWAY AT CRAGUNS” 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 “Labor Day Weekend Away at Craguns” Sweepstakes (the “Sweepstakes”) is open only to individuals who are at least 18 years of age or older and residents of Minnesota and Wisconsin who reside within 150 miles from the KS95 Studios located at 3415 University Ave, 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. Employees of KSTP-FM, LLC and its station KS95 (“Sponsor”), Cragun’s Resort on Gull Lake (the “Promotional Participants), Hubbard Radio, LLC, any restaurant or bar location where the Sweepstakes is being held, and any of their respective subsidiaries, and their immediate families, are not eligible to enter. Anyone participating in this Sweepstakes or claiming a prize in this Sweepstakes in violation of these rules will be disqualified from winning a prize in this Sweepstakes and from participating in KS95 contests or sweepstakes for a period of one year. KS95 may discontinue the Sweepstakes at any time without notice. KS95 may also at any time and without notice change the prizes to be awarded in this Sweepstakes.
- 2. Sweepstakes Period:** The Sweepstakes will begin on August 5, 2023 at 9:00 AM Central Time (“CT”) and end on August 6, 2023 at 3:00 PM CT (“Sweepstakes Period”).
- 3. How to Enter:** To enter, listen to KS95 between 9:00 a.m. and 3:00 p.m. CT each day 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)** and you call and reach the station and are deemed the 9th caller, you will receive one (1) First Prize and one (1) entry into the Grand Prize random drawing. There will be 5 First Prize winners each day during the Sweepstakes Period for a total of ten (10) First Prize winners. Odds of winning a First Prize depend on the number of listeners calling after the cue-to-call is announced on-air. Limit one (1) First Prize winner during the entire Sweepstakes Period.

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. **Grand Prize Random Drawing:** Then, at or about August 7, 2023, Sponsor will randomly select one (1) Grand Prize winner from among all First Prize winners. Odds of winning a Grand Prize are 1:10. The Grand Prize winner be notified by Sponsor on or about the day of the random drawing by email or telephone. Sponsor will make up to two (2) attempts to reach the potential Grand Prize winner. In the event Sponsor is unable to reach the potential Grand Prize winner after two (2) attempts, that potential winner will forfeit their right to the Grand Prize, and the Grand Prize may be awarded to an alternate winner, time permitting, at Sponsor's sole discretion. All unclaimed prizes will remain the Sponsor's property.
5. **Prizes and Approximate Retail Values ("ARVs") – One (1) Grand Prize –** Weekend stay at Cragun's Resort on Gull Lake for four (4) people from September 1, 2023 until September 4, 2023 (specific room as determined by Promotional Participant at its sole discretion); including breakfast daily for four (4) people; four (4) Saturday VIP passes to the CRMC Championship presented by Gertens; and four (4) Saturday Night Jam tickets (VIP includes alcoholic (for attendees 21 years of age or older with proper ID) and non-alcoholic beverages). ARV: \$1,000.00. Transportation and parking are not included as part of any prize. Gift cards are subject to the terms, conditions and restrictions as printed on the card. Valid credit card and identification are required upon check-in. Winner and guests must check in on September 1, 2023 and check out on September 4, 2023 or prize will be forfeited and go unawarded. Ten (10) First Prizes – A \$50.00 Cragun's gift card which can be used towards lodging, food, beverages or golf at Cragun's on Gull Lake. ARV: \$50.00 each.

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. The prizes are 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. Winners are solely responsible for paying all applicable income taxes associated with accepting their Prize.

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

6. **Claiming the Prize:** The winners must claim the prize as specified by Sponsor in its sole discretion in one of two (2) ways: (1) **In-person:** must claim their

prize in person at **the KS95 Studios** located at 3415 University Avenue, St. Paul, MN 55114 within 10 days or being named a winner, or prize will be forfeited. The prize winner must prove they are the qualified winner by presenting identification acceptable to Sponsor 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 Sponsor. **OR (2) mail/email:** Upon winner verification, winner must sign and return the Prize Release (if required) to the Station via email or mail within **ten (10) days** of receiving the Release Forms, if applicable, or prize may be forfeited at Sponsor's sole discretion. Upon receipt of the Release Forms, if applicable, Sponsor will email or mail the Prize to the winner. Allow 1-2 weeks for mailing of any Prize. All unclaimed or returned prizes remain the property of Sponsor. Sponsor is not responsible for lost, late, returned, damaged, stolen or misdirected mailing of any prize.

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.
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. **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. **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.hubbaradio.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.
12. **Official Rules/Winner's List:** For a copy of these official rules, see our website through September 6, 2023. For the names of the winners, send a hand-printed, self-addressed, stamped envelope by August 13, 2023, to: KS95 Labor Day Weekend Away at Cragun's Winners, 3415 University Ave, St. Paul, MN 55114.
13. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.