

**KS95 – “App Exclusive Reward – \$1,000” 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 “App Exclusive Reward - \$1,000” 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 studio located at 3415 University Avenue, St. Paul, MN 55114, to be eligible to win. 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/Prize Provider"), 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 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 January 15, 2018, at or about 12:00:00 AM Central Time ("CT") and ends on January 28, 2018 at or about 11:59:59 PM CT (the "Sweepstakes Period").
- 3. How to Enter:** To enter, you must download the KS95 mobile Stream Player app from your App marketplace to your iPhone, iPad or Android device, and open the app on your smartphone or iPad. Upon opening the app, you will find entry form asking for your name, email address, date of birth, address, and daytime telephone number. Once you have completed the entry form, click “submit” to be entered into the Random Drawing. Limit one (1) entry per person/email address via this method of entry. All entries must be received by 11:59:59 PM CT on January 28, 2018 to be entered into the Random Drawing.
- 4. Random Drawing:** A random drawing will be conducted on or about January 29, 2018 from among all eligible entries received to determine the winners. Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Administrator will conduct the random drawing. Winner will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to 2 attempts to contact the winner. If the 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’s”) – One (1) Grand Prize:** \$1,000. Prize is non-transferable. Grand Prize winner is responsible for paying all applicable income taxes associated with accepting their Prize. Grand Prize winner will be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize. A 1099 form will be submitted by Prize Provider 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. Sponsor

may substitute any Prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor's sole discretion. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 1 of these rules.

- 6. Claiming the Prize:** The prize winner must claim his/her prize in person at KSTP-FM, 3415 University Avenue, St. Paul, Minnesota 55114, during normal business hours (Monday-Friday, 9:00am to 5:00pm) **by February 5, 2018** to verify that he/she is the qualified winner. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his/her right to claim the grand prize. The 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.
- 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. **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, send a hand-printed, self-addressed, stamped envelope by February 28, 2018 to: Official Rules, KS95 App Exclusive Reward Sweepstakes - \$1,000 Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
12. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.