

**“KS95 App 2018 American Music Awards 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 App 2018 American Music Awards Flyaway” Sweepstakes (the “Sweepstakes”) is open only to individuals who are 21 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, and KSTP-TV, LLC and its program 5 Eyewitness News (collectively, the “Sponsors”), American Broadcast Companies, Inc. American Airlines, Inc., Dick Clark Productions, Inc. (collectively, the “Promotional Participants”), 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 (together with Sponsors and Promotional Participants, 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 September 10, 2018, at or about 12:00:00 AM Central Time (“CT”) and ends on September 21, 2018 at or about 12:00:00 PM CT (noon) (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 12:00:00 PM CT (noon) on September 21, 2018 to be entered into the Random Drawing.
- 4. Random Drawing:** A random drawing will be conducted on or about September 21, 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. Sponsors 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 potential winner. If the potential 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.

Prize and Approximate Retail Value (“ARV’s”) – One (1) Grand Prize: A trip for Grand Prize winner and one (1) guest from Minneapolis, MN to Los Angeles, CA for the “2018 American Music Awards” at Microsoft Theatre in LA on October 9, 2018 (“Trip”). Trip includes: Roundtrip Coach Class air transportation for two (2) on American Airlines or its “Airline Associates” (American Eagle or the American Connection® carrier) for travel between the

closest city to the Winner's residence served by American Airlines or its Airline Associates and Los Angeles, CA, departing on October 8, 2018 and returning on October 10, 2018, two (2) nights Sponsor-specified hotel accommodations (one standard room, double occupancy); two (2) fan pit passes (winner and guest will be able to walk the carpet before it opens and experience arrivals firsthand in the red carpet fan pit) plus show tickets for Winner and Guest to the "2018 American Music Awards" on Tuesday, October 9, 2018 ("Event"); double occupancy hotel accommodations for two (2) nights (one room, room rate, taxes and resort fee only); and funds in the amount of one hundred dollars (\$100) for transportation to and from the airport in Los Angeles, CA. Estimated Retail Value ("ERV") of Prize is three thousand dollars (\$3,000). Actual Retail Value ("ARV") of Prize may vary. Any difference between stated ERV and ARV will not be awarded.

All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute a similar Prize (or Prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsors' sole discretion.

Winner and guest must be able to travel October 8, 2018 – October 10, 2018, or the Prize will be forfeited. Travel arrangements must be made through Sponsors' agent, on a carrier of Sponsors' choice. Certain travel restrictions and blackout dates may apply. Winner and Guest must travel together on the same itinerary, including the same departure date, destination and return date, and must have valid travel documents (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so will result in forfeiture of Prize. Sponsors will not replace any lost or stolen tickets, travel vouchers or certificates.

Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsors are not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travel and lodging will be at the risk of Winner and Guest. Winner is solely responsible for all expenses and costs associated with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize, travel insurance, ground transportation (other than as described above), security and airport fees, taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsors shall have the right, but not the obligation, to make any deductions and withholdings that Sponsors deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. Sponsors shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Sponsors' control, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Event are subject to change. Event is subject to cancellation. If Winner chooses to attend the Event with no Guest, the remaining elements of Prize shall constitute full satisfaction of Sponsors' Prize obligation to Winner and no additional compensation will be awarded. Guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, "Guest Documents"), which must be returned with the Sweepstakes Documents, or Guest portion of the Prize will be forfeited.

Grand Prize winner and guest 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 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.

5. **Claiming the Prize:** The prize winner must claim his/her prize in person at KSTP-FM located at 3415 University Avenue, St. Paul, Minnesota 55114, **on Monday, September 24, 2018, between 9am-4pm**, to verify that he/she is the qualified winner and sign the Prize Release documents. 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 Promotional Participants.
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 Grand 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 Grand 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. **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.
10. **Official Rules/Winner's List:** For a copy of these official rules, send a hand-printed, self-addressed, stamped envelope by October 31, 2018 to: Official Rules, KS95 App 2018 American Music Awards Flyaway Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
11. **Sponsor:** KSTP-FM, LLC and its station KS95, and KSTP-TV, LLC and its program 5 Eyewitness News, 3415 University Ave, St. Paul, MN 55114.