

KS95 FOR KIDS Anderson Heating SWEEPSTAKES
Official Rules

NO DONATION NECESSARY TO ENTER OR WIN; A DONATION WILL NOT IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

1. **Eligibility:** The KS95 For Kids Anderson Heating Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 years or older and residents of Minnesota or Wisconsin who reside within 30 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"), 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 5:30:00 AM Central Time ("CT") and end at 6:00:00 PM CT on December 14, 2018 only ("Sweepstakes Period").
3. **How to Enter:** This is a listen-to-win Sweepstakes. To enter, listen to KS95 during the Sweepstakes Period for a "TCL TV Giveaway" announcement to be announced on-air ("Giveaway"). Listeners will have thirty (30) minutes from the first time the DJ announces the Giveaway to receive one (1) entry into the random drawing by doing the following: dialing **1877-253-5437** to call-in a donation to KS95 For Kids of either \$15.00 per month for one (1) year or a one-time donation of \$180.00; or to enter without making a donation, by emailing ks95forkids@childrenscancer.org, with your complete name, telephone number and email address in the body of the email, and "KS95 Anderson Heating" in the Subject line of the email. All entries must be received within 30 minutes from the FIRST announcement for the Giveaway. Sponsor's computer is the official time keeper for this Sweepstakes. Any entry that is received after the 30 minutes from the first Announcement will be disqualified.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this portion of the Sweepstakes. Sponsor will not accept collect calls. 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 phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Sweepstakes.

4. **Random Drawing:** A random drawing will be conducted by Sponsor December 14, 2018 at or about 35 minutes after the Giveaway announcement, from among all eligible entries, to determine the Grand Prize winner. Odds of being named the Grand Prize winner depend on the number of eligible entries received. 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 received.

5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize:** A \$2,500 gift card for Anderson Heating. Winner must use the Anderson Heating gift card for services within **30 miles** of the Twin Cities metro area.

Prize consists of only those items specifically listed as part of the prize. No cash or other substitution allowed by 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. All local, state, and federal taxes on the Prize are winner's sole responsibility. The winner is responsible for applicable taxes and fees, if any. The prizes are non-assignable and non-transferable. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason. A 1099 for the total amount of the prize will be submitted to the proper taxing authorities. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 1 of these rules.

6. **Claiming the Prizes:** Upon winner verification, **as a condition of being named as an 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 winners may be required to sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Grand Prize. Each Prize winner must 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 any 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 handprinted, self-addressed, stamped envelope by December 21, 2019 to: Official Rules/Winner's List (designate which), KS95 For Kids TCL TV Sweepstakes, 3415 University Ave, St. Paul, MN 55114.
13. **Sponsor:** KSTP-FM, LLC and its station KS95, 3415 University Ave, St. Paul, MN 55114.