

## **HUB CITY RADIO OFFICIAL RULES FOR ALL CONTESTS**

### **1. Eligibility**

- a. No purchase, registration fee, or monetary donation is required to enter or win any promotion or contest (both referred to as a “contest”).
- b. Contests are open to individual legal residents of the states of Minnesota, South Dakota, North Dakota (as applicable based on the station’s metro area as defined by Arbitron or as set forth in applicable contest-specific rules (the “Metro Area”) except (i) employees (and their immediate families and members of the same household) of Hub City Radio/Prairie Winds Broadcasting and other sponsors, their parents, subsidiaries, affiliates, suppliers, distributors, agents, judges, and advertising, promotional, and fulfillment agencies (collectively, the “Sponsors” and individually, sometimes a “Sponsor”), and (ii) employees (and their immediate families and members of the same household) of all other radio stations within the Metro Area. Due to differences in laws governing contests and promotions, residents of other states and countries are not eligible to enter any contest.
- c. Minimum age requirements may be placed upon any contest pending sponsorship or prize requirements in order to comply with federal, state, or, international laws.

### **2. Contest Entry**

- a. For contests where e-mail entries are permitted, e-mail entries containing attached files and entries that do not comply with these Official Rules for All Contests (the “Official Contest Rules”) are not eligible and will be rejected. All multiple entries will be blocked or disqualified. Any use of robotic, marco, automatic, programmed, or the like entry methods will void all such entries by such methods. Each e-mail entry shall be deemed to have been sent by the authorized account holder, at the time of such entry, of the e-mail address indicated on such entry.
- b. For contests where online games are involved, any use of scripts, software, or other methods of cheating in online games will invalidate eligibility of entrants. Entrants may only use one open browser window to play online games; the use of more than one browser window constitutes cheating and will invalidate eligibility of an entrant.
- c. For contests where hard copy entries are permitted, and if and as applicable based on contest-specific rules, submit completed entry forms to the completed entry form submission address.
- d. If and as applicable based on contest-specific rules, entry form requests must be received by the deadline for receipt of entries.
- e. Entry forms must be completed in their entirety, including the entrant’s first name, last names, e-mail address, street address (including city, state, and zip code), and home telephone number (as applicable). Entrants must use their own name.
- f. Entries that are incomplete, tampered with, illegible, mechanically reproduced, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Contest Rules will be disqualified.
- g. Only one entry per individual per contest is permitted.
- h. All entries become the property of Sponsors and will not be returned.

- i. Sponsors reserve the right, in their sole discretion, to cancel, modify, terminate, or suspend a contest if fraud, technical failure, tampering, viruses, bugs, non-authorized human intervention, or any other causes beyond the control of Sponsors inhibit, corrupt, destroy, or affect the administration, security, fairness, integrity, or proper conduct of a contest and Sponsors may avoid suspect entries and/or disqualify any individual who engages in or attempts any such activity. Any attempt to damage the operation on a contest is unlawful and subject to legal action.
  - j. By entering a contest, all entrants grant full permission to Sponsors, their officers, directors, employees, advertising, and promotional agencies, and anyone authorized by any of them to use the entrant's name, likeness, voice, photographs, videotaped footage, and biographical data, in whole or in part, in any and all media, for the purpose of advertising, publicity, and trade. All entrants further agree to the use of their name and likeness for such purposes without limitation and without any compensation whatsoever, except where prohibited by law.
  - k. By entering a contest, entrant agrees to full and unconditional acceptance of these Official Contest Rules, the decisions of Sponsors, which are final and binding in all respects, and warrants that the entrant is eligible to participate in the contest.
3. Contest Period
- a. If and as applicable based on contest-specific rules, a contest runs for the promotion period (i.e., begins at the promotion beginning time and ends at the promotion ending time). Entries must be received by the deadline for receipt of entries (or other applicable deadline)/ Proof of mailing or electronic transmission does not constitute proof of delivery of an entry.
4. Winner Selection
- a. If and as applicable based on contest-specific rules:
    - i. The number of winners will be the number set forth in the number of winners.
    - ii. The winner(s) will be selected as set forth in the method of selection of winner(s).
    - iii. All random drawings for prizes will be witnessed by disinterested parties.
    - iv. All winners are subject to the presence requirement.
    - v. In the event the potential winner does not qualify or is not willing to accept the prize, there will be an alternate winner drawing.
    - vi. Winners will be notified by e-mail, phone, or U.S. mail within fourteen (14) calendar days of selection. If a winner is unreachable after seven (7) calendar days, if a prize notification letter is returned as undeliverable, or if a winner is unavailable for prize fulfillment, an alternate winner will be selected at random from all remaining eligible entries received.
    - vii. Odds of winning depend upon the number of eligible entries received.
  - b. All decisions of Sponsors are final and binding.
  - c. Potential winners may be required to execute and return an affidavit of eligibility and public relations and liability release. Failure to execute and return an affidavit of eligibility and public relations and liability release within the specified time period may result in disqualification and, if and as applicable based on contest-specific rules, selection of an alternate winner. Sponsors reserve right to verify the eligibility of potential winners. Winners may be required to show a valid state issued driver's license or other identification as evidence of identity. Potential winners may also be required to provide Sponsors with proof that the potential winner is the authorized account holder of the e-mail address associated with the potentially winning entry. In the event of a

dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter the contest at the actual time of entry submission will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an internet access provider, online service provider, or other organization which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

5. Prize and Claim Requirements

- a. If and as applicable based on contest-specific rules:
  - i. The number and type of prizes awarded will be as set forth in the description of prizes.
  - ii. The winner(s) will receive the prizes described in the description of prizes, valued as set forth in the value of prize(s), which amount will be taxable to the winner and reported to the required taxing authorities.
  - iii. All prizes must be claimed and redeemed by the deadline for claiming/redeeming prize(s).
  - iv. All prizes will be awarded.
- b. No substitution or cash equivalent of prizes will be granted except at the sole option of Sponsors of a prize of comparable or greater value.
- c. Limit one prize per individual, family, or household for each contest.
- d. Limit one winner per individual, family, or household every thirty (30) calendar days on prizes valued from \$5.00 to \$500.00 for all contests conducted by any of the Sponsors.
- e. Limit one winner per individual, family, or household every one hundred-eighty (180) calendar days on prizes valued over \$500.00 for all contests conducted by any of the Sponsors.
- f. Prizes are non-transferable and non-refundable.
- g. **ALL TAXES, LICENSING, REGISTRATION, AND OTHER FEES, AND SURCHARGES ON PRIZES ARE THE SOLE RESPONSIBILITY OF PRIZE WINNERS. Prize winners will pay to the Sponsors any applicable sales and/or use taxes associated with the awarding of prizes which the Sponsors are required to collect by taxing authorities. As required under the U.S. Internal Revenue Code and accompanying Regulations, Sponsors will supply prize winners with an Internal Revenue Service Form 1099 for all prizes won which are valued over \$600.00.**
- h. Potential winners may be required to execute and return an affidavit of eligibility and public relations and liability release and must, within ten (10) business days of issuance, complete, sign, have notarized, and return all required documentation (including full legal name, address, social security number, date of birth, and telephone numbers). If the potential winner does not return the executed documents within ten (10) business days of their issuance, is ineligible, or cannot or does not comply with these Official Contest Rules, then the potential winner will be disqualified, the prize will be forfeited, and (as applicable based on contest-specific rules) an alternate winner may be selected, at Sponsor's discretion, at random from all remaining eligible entries received.
- i. By accepting a prize, all winners grant full permission to Sponsors, their officers, directors, employees, advertising and promotional agencies, and anyone authorized by any of them to use their name and likeness for such purposes without limitation and without any compensation whatsoever, except where prohibited by law.

6. Limitations of Liability

- a. Sponsors are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in any contest or by any technical or human error that may occur in the processing of entries in a contest. Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, tampering, or unauthorized access to or alteration of, entries or entry information. Sponsors are not responsible for lost, mutilated, late, postage due, incomplete, incorrect, or misdirected requests from entry forms.
- b. Sponsors are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmissions whether caused by Sponsors, user, or by any technical or human error that may occur in the processing of entries which may damage a user's system or limit or interfere with an entrant's ability to take part in a contest. In addition, Sponsors shall not be responsible for any damage to any computer or other property resulting from participating in, or downloading any materials for any contest.
- c. Sponsors are not responsible for prizes awarded erroneously by software or hardware error or by improper play.
- d. By entering a contest, entrant understands and acknowledges that on entrant's own behalf and on behalf of entrant's heirs, executors, administrators, representatives, and assigns, the entrant waives and releases any and all rights, claims, and causes of actions whatsoever that entrant may have against the Sponsors, their parents, subsidiaries, affiliates, distributors, agents, officers, directors, and employees for any matter, claim, harm, damage, liability, cost, loss, injury, expense (including all reasonable attorneys' fees and court costs incurred), cause, or thing whatsoever arising out of, or any way related to, entrant's participation in the contest, entrant's registration with the Sponsors, the submission of any entry, or the acceptance, receipt, redemption, or use and/or misuse of any prize and/or goods and services related thereto or participation in any prize-related activity.
- e. PRIZES ARE AWARDED "AS IS" AND SPONSORS NEITHER MAKE NOR ARE IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO A CONTEST OR ANY PRIZE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Miscellaneous

- a. All applicable federal, state, and local laws and regulations apply. These Official Contest Rules shall be governed and enforced pursuant to the laws of the state of South Dakota.
- b. Void where prohibited by law.
- c. Additional copies of these Official Contest Rules and contest-specific rules may be obtained by sending a self-addressed, stamped envelope to the official rules request address or to the station.
- d. A list of the names of prize winners for a contest may be obtained by sending a self-addressed, stamped envelope to the winner(s) list request address or the station. All requests for the list of names of prize winners must be received by the applicable deadline for receipt of winner(s) list requests.
- e. **In addition to these Official Contest Rules, a contest may also have additional rules applicable only to that specific contest. Those contest-specific rules are available in materials detailing the contest and are available upon request. In case of any conflict**

**between these Official Contest Rules and the contest-specific rules, the contest-specific rules shall control.**