

App Cash Codes Giveaway Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

THIS IS A NATIONAL RADIO CONTEST OPEN TO LEGAL RESIDENTS OF WA, AZ, OH, KY, D.C., MD, VA, MO, MN, IN, IL, FL, WI and MI, 18 years of age or older.

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

PLEASE NOTE: DUE TO TECHNICAL DIFFICULTIES, AS ALLOWED UNDER SECTION 8 OF THESE OFFICIAL RULES, HUBBARD RADIO PHOENIX, LLC'S STATION KUPD WAS REMOVED FROM THIS CONTEST AS A SPONSOR ON AUGUST 25, 2021.

- 1. Eligibility:** The App Cash Codes Giveaway (the "Sweepstakes") is a national sweepstakes open to listeners who are 18 years or older and legal residents of Washington, Arizona, Ohio, Kentucky, District Of Columbia, Maryland, Virginia, Missouri, Indiana, Illinois, Florida, Wisconsin, Minnesota, or Michigan and reside within 150 miles of the participating Station (defined below). Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio Seattle, LLC and its stations KNUC, KQMV, and KRWM; Hubbard Radio Phoenix, LLC and its stations KSLX, and KDKB; Hubbard Radio Cincinnati, LLC and its station WREW; Hubbard Radio Washington D.C., LLC and its station WTOP; Hubbard Radio West Palm Beach, LLC and its stations WRMF, WMBX, WEAT, WFTL and WIRK; Hubbard Radio St. Louis, LLC and its station WIL-FM; Hubbard Radio Chicago, LLC and its station WSHE; and HBI Radio Bemidji, LLC and its stations KBHP, KLLZ, and KKYZ (each, the "Station" or collectively, "Stations" or "Sponsors"), Hubbard Radio, LLC, HBI 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 and Promotional Participant, the "Released Parties") any radio, television or other media companies located in the Station area, and their immediate family, 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 August 16, 2021 and ends on September 10, 2021** (the "Sweepstakes Period"). All times associated with this Sweepstakes are based on the time zone the participating Station is located in. The Sweepstakes Period will be broken out into nineteen (19) separate daily entry pools which will occur only on weekdays (Mon-Fri) during the Sweepstakes Period (with the exception of Labor Day, which is Monday, September 6, 2021 where there will be no Code Words announced) (each, a "Daily Entry Period").
3. **How to Enter:** To enter, listen to your local participating Station during each Daily Entry Period for a code word to be announced on-air, six (6) times per weekday (Mon-Fri), at or about the specific times listed on the Station's website and as announced on-air (each, a "Code Word"). Then, open the Station stream player available online on the Station's website or through the Station's mobile app (collectively, the "App"), find the Prize Details page and compete and submit the App entry form by entering the correct Code Word. Please note: you must be registered as a rewards member through the Station's App to be eligible to enter. You will have **30 minutes from the time the Code Word is announced** on-air to enter the correct Code Word through the App, in order to be a valid entry and eligible for that Daily Random Drawing for the Code Word (as defined in Section 4 below). Only entries with the proper Code Word will be counted as a valid entry. Limit of one (1) entry per Code Word, and up to six (6) Code Words per Daily Entry Period. All entries must be received **within 30 minutes** from the time the Code Word is announced to be eligible for that Station's random drawing. Sponsor is not responsible for lost, late, delayed, incomplete entries, including misspelled Code Words. Note that webcasts of Stations' programming are typically on a delayed basis, which may affect participation in this Sweepstakes.
4. **How the Grand Prize Winners Are Selected:** Then, each evening at or about 7:00 PM Central Time during each Daily Entry Period, Sponsor will randomly select six (6) Grand Prize winners from among all eligible entries received from all fifteen (15) Stations, for a total of 114 \$1,000.00 Grand Prize winners during the entire Sweepstakes Period. Non-winning entries from any Daily Entry Period will NOT roll over to subsequent Grand Prize random drawings. Odds of becoming a Grand Prize depend on the number of eligible entries received during any Daily Entry Period. Sponsor will notify the potential Grand Prize

winners by telephone, email or push notification through the App, on or about the day immediately following the day they are selected as the Grand Prize winner, and will make up to **two (2) attempts** to reach the potential Grand Prize winner. Please note that for Daily Entry Periods that occur on a Friday, Sponsor may reach out to the winner on a Saturday or the following Monday. In the event Sponsor is unable to reach a potential Grand Prize winner after **two (2) attempts**, he/she will forfeit their right to be the Grand Prize winner and to receive the Grand Prize, and an alternate may be selected, time permitting, at Sponsor's sole and absolute discretion.

- 5. Prize and Approximate Retail Value (ARV) – One hundred fourteen (114) Grand Prizes** (Six (6) Grand Prize winner's per Daily Entry Period) – \$1,000.00, to be awarded to winner in the form of a check. ARV: \$1,000.00 each. The total retail value of all Grand Prizes in this Sweepstakes is \$114,000.00.

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 prize is 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. Winner is solely responsible for paying all applicable income taxes associated with accepting their Prize. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

- 6. Claiming the Prize:** In order to collect the Grand Prize, the potential Grand Prize winner must provide his or her mailing address to Sponsor, and will be required to also provide a liability and publicity release and W9 tax form ("Prize Release"), in the timeframe set forth by Sponsor. Upon receipt of the mailing address, and Prize Release, Sponsor will mail the Grand Prize to that winner. In the event the potential Grand Prize winner fails to verify their address or the Prize Release within the timeframe provided by Sponsor, they will forfeit their right to the Grand Prize, and an alternate may be selected, time permitting. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any Prize. 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 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, hurricane, 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. In the event of public crisis requiring continuous breaking news coverage, Sponsor will post the Code Words on its website in lieu of broadcasting the Code Word on-air. 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 prize 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/Winners' List:** For a copy of these Official Rules, see the Website for the participating Station until October 14, 2021. For the names of the Grand Prize winners, send a self-addressed stamped envelope by September 17, 2021 to: Code Word to Classic Rock Cash Giveaway Sweepstakes Winners List c/o Legal Dept., 3415 University Avenue, St. Paul, MN 55113.

13. **Sponsors:** Hubbard Radio Seattle, LLC and its stations KNUC (98.9 The Bull), KQMV (MOViN 92.5), and KRWM (WARM 106.9) located at 3650 131st Avenue S.E., Suite 550, Bellevue, Washington, 98006; Hubbard Radio Phoenix, LLC and its stations KSLX (100.7KSLX), and KDKB (ALT AZ 93.3) located at 1100 North 52nd Street, Phoenix, Arizona, 85008; Hubbard Radio Cincinnati, LLC and its station WREW (Mix 94.9) located at 4800 Kennedy Avenue, Cincinnati OH 45209; Hubbard Radio Washington D.C., LLC and its station WTOP located at 5425 Wisconsin Ave, Fifth Floor, Chevy Chase, MD 20815; Hubbard Radio West Palm Beach, LLC and its stations WRMF (WRMF 97.9), WMBX (X102.3), WEAT (Sunny 107.9), WFTL (News Talk 850) and WIRK (New Country 103.1) located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407; Hubbard Radio St. Louis, LLC and its station WIL-FM located at 11647 Olive Boulevard, St. Louis, MO 63141; Hubbard Radio Chicago, LLC and its station WSHE (SHE 100.3) located at 130 East Randolph Street, Suite 2700, Chicago, IL 60601; and HBI Radio Bemidji, LLC and its stations KBHP (Continuous Country KB101), KLLZ (Z99), and KKZY (95.5 K2Y) located at 502 Beltrami Ave NW, Bemidji, MN 56601.

** WSHE's contest will end on September 3, 2021