

WJY-FM 106.7, KLIZ-FM 107.5 The Power Loon, Cool 103.5 KUAL-FM & B93.3 KBLB-FM
- Re-Opening Rebate Giveaway ("Sweepstakes")

OFFICIAL RULES

1. **WHEN TO ENTER:** NO PURCHASE NECESSARY.

This sweepstakes will take place on HBI Radio Brainerd/Wadena, LLC and its stations WJY-FM 106.7, KLIZ-FM 107.5 The Power Loon, KUAL-FM Cool 103.5, and KBLB-FM B93.3 (hereinafter "the Stations").

There is one (1) way to enter/participate in this Sweepstakes. Entries will be accepted pursuant to Paragraph 1.A below, from June 8th, 2020, through July 9th, 2020 ("Entry Period"). There will be Five (5) separate weekly entry periods which will run from 12:00:00 AM CT each Friday during the Sweepstakes Period, and end at 11:59:59 PM CT each Thursday during the Sweepstakes Period (each, a "Weekly Entry Period").

2. **HOW TO ENTER & WIN: Website Entry.** To enter, go to one of the following websites, and complete the Sweepstakes entry form (each a "Website").

- a. www.1067wjiy.com
- b. www.cool1035.com
- c. www.theloon.com
- d. www.todaysbestcountry.com

Limit: Four (4) entries per person per Website per Weekly Entry Period. Any non-winning entries chosen during any Weekly Entry Period will NOT roll over to subsequent Weekly Entry Periods.

How to Win. On Fridays beginning June 12th, 2020, through Friday, July 10th, 2020, the Stations will randomly choose one (1) entry to be the Grand Prize winner from among all eligible entries received from all of the Websites during that week's Weekly Entry Period. The Stations will ask each potential Grand Prize winner to call the Stations once his/her name is mentioned over the air at 8:15am. The potential Grand Prize winner will have 2 minutes to call the station once his/her name has been mentioned on-air, that potential Grand Prize winner will forfeit his or her right to the Grand Prize if he/she does not respond within the two-minute time limit, and stations may award the Grand Prize to an alternate, time permitting. Odds of being selected as a Grand Prize winner depend on the number of eligible entries received from all of the Websites during the applicable Weekly Entry Period.

3. **CLAIMING A PRIZE:** The winner will have his/her prize mailed once he/she has been contacted by the Stations located at 13225 Dogwood Road South, Baxter, Minnesota 56425, within fourteen (14) business days of the day he or she wins 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 or her right to claim the grand prize. The winner must prove he or she is a qualified winner by presenting identification acceptable to the Stations (e.g., state drivers' license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed prizes remain the

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property of the Stations. A prize will not be issued to a winner unless a social security number is presented.

4. **PRIZE:** Five (5) Grand Prizes. A \$1,000 check made out to the winner. ARV: \$1,000.00 each. Limit one (1) Grand Prize per person/household during the entire Sweepstakes Period.

A qualified winner must also meet the eligibility requirements as set forth in Paragraph 5 of these rules. The winner is responsible for all applicable income taxes. All federal, state and local laws apply. A 1099 form will be submitted to all appropriate taxing authorities.

5. **ELIGIBILITY:** Individuals must be 18 years or older and residents of Minnesota to be eligible to win. In order to be eligible to win a prize in this contest, you cannot have won any prize or combination of prizes with a total stated value of \$2,000 or more from any of the Stations since July 3, 2019. These restrictions apply even if you reject the prize. Employees of any of the Stations or Hubbard Radio Brainerd/Wadena, LLC, or any of their subsidiaries, and their immediate families, are not eligible to enter. Anyone participating in this sweepstakes or claiming a prize in this sweepstakes in violation of these rules will be disqualified from winning a prize in this sweepstakes and from participating in Station contests for a period of one year.
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 Station 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 Station's use for promotional purposes, of his/her likeness, voice and/or address (city/state) without any additional compensation.
7. **GENERAL CONDITIONS:** Station 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 Station's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Station in its sole discretion. Station 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, Station 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. Station'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 Station 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. PRIVACY POLICIES AND DATA COLLECTION: Information provided by you for this Sweepstakes on the entry form is subject to Station's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Station 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. WINNER LIST: For the name of the grand prize winner, send a self-addressed, stamped envelope before July 10, 2020, to Winners List, HBI Radio Brainerd/Wadena, LLC, Re-Opening Rebates Sweepstakes, 13225 Dogwood Road, Baxter, Minnesota 56425.