

106.5 The Arch – “St. Louis Blue Night with Mountain Dew Kickstart” 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 106.5 The Arch St. Louis Blues Night out with Mountain Dew Kickstart Sweepstakes (the "Sweepstakes") is open only to listeners who are 21 years or older and residents of Missouri or Illinois. In order to be eligible to win a prize in this Sweepstakes, you cannot have won any prize within thirty (30) days prior to the awarding of a prize to you in this Sweepstakes from any Hubbard Radio St. Louis station (106.5 The Arch, 101ESPN, WIL 92.3). These restrictions apply even if you reject the prize. Void outside of MO and IL, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio St. Louis, LLC and its station 106.5 The Arch, 11647 Olive Blvd., St. Louis, MO 63141 (the "Sponsor"), Pepsico Inc., Hubbard Radio, LLC, (collectively with Sponsor, the "Released Parties"), any radio, television or other media companies located in the St. Louis area, 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 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 February 6, 2107, at or about 12:00:00 AM Central Time ("CT") and ends on March 5, 2017 at or about 11:59:59 PM CT (the "Sweepstakes Period").
- 3. How to Enter:** To enter, during the Sweepstakes Period, visit Sponsor's website at www.1065thearch.com ("Website"), select the tab "Contests" which takes you to the page where the Sweepstakes is listed. Select the Sweepstakes to find and complete the online official entry form by providing your complete name, email address, and telephone number. Limit one (1) entry per person/email address during the Sweepstakes Period. All entries must be received by 11:59:59 PM CT on March 5, 2017 to be entered into the random drawing. Odds of winning depend on the number of eligible entries received.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email address is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the email address associated with the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

- 4. Random Drawing** – One (1) Grand Prize winner will be selected via a random drawing, from among all eligible entries received, on or about March 6, 2017. Odds of winning the Grand Prize depend on the number of eligible entries are received.
- 5. Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize** – Four (4) all-inclusive tickets to the St. Louis Blues vs Colorado Avalanche game on April 9, 2017 with one (1) parking pass and four (4) cases of Mountain Dew Kickstart. ARV: \$776. Tickets are subject to the terms, conditions and restrictions (including raincheck policies) as printed on the tickets. Sponsor has no responsibility or liability for any concert that is cancelled for any reason. In the event the game or portion thereof is

cancelled for any reason, winner will not receive those tickets as part of the prize. Prize consists of only those items specifically listed as part of the Prize. Transportation is not included as part of the prize. Seat location at Sponsor's sole discretion. The prize may not be sold or bartered on eBay, Craigslist or similar third party site. 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 and his/her guests acknowledge and agree that if any alcohol is consumed by the winner and his/her guests, such alcohol consumption is at the sole discretion of the winner and his/her guests and the Sponsor is not responsible for any cost or circumstances resulting from such alcohol purchases/consumption.

The Winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. A 1099 form may be submitted to all appropriate taxing authorities, and by signing a Prize Release, the winner accepts the Prize, and even if the winner does not use the Prize, he/she will be responsible for the applicable taxes. Sponsor may substitute any prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor's sole discretion.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named the official winner**, the potential winner must claim his/her prize in person at the 106.5 The Arch Studios at 11647 Olive Blvd., St. Louis, MO 63141 during regular business hours (9:00 a.m. – 5:00 p.m.; Monday - Friday) **by April 7, 2017**. This is to verify that the prize is being given to the qualified winner. Failure to comply with any deadline set forth in these official rules shall be deemed to be the winner's forfeiture of his or her right to claim a prize. If required by Sponsor, a winner must prove he or she is a qualified winner by presenting identification acceptable to Sponsor (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 a winner cannot prove he or she is a qualified winner, the prize will not be awarded. Any unclaimed prize remains 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, 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.

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 Missouri; (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 Missouri, without giving effect to any choice of law or conflict of law rules (whether of State of Missouri, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.
12. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website until March 12, 2017. For the name of the winner, send a self-addressed stamped envelope by February 19, 2017, to: 106.5 The Arch St. Louis Blues Night out with Mountain Dew Kickstart Sweepstakes Winners, 11647 Olive Blvd., St. Louis, MO 63141.
13. **Sponsor:** Hubbard Radio Seattle, LLC and its station 106.5 The Arch, 11647 Olive Blvd., St. Louis, MO 63141.