

KIKV-FM 100.7 and Superstation K106 –Sizzlin' Summer Kick Off Sweepstakes

Official Rules

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

1. **Eligibility** - The KIKV-FM 100.7 and Superstation K106 – Sizzlin' Summer Kick Off Sweepstakes (the "Sweepstakes") is open to listeners who are 18 years or older and residents of Minnesota. Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of HBI Radio Alexandria, LLC and its stations KIKV-FM 100.7 and KKWS 105.9 Superstation 106, 604 3rd Avenue West, Alexandria, MN 56308 ("Sponsor," "Station," or "Stations"), 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, the "Released Parties") any radio, television or other media companies located in the 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 nominee'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. **When to Enter:** The Sweepstakes will run from April 26th, 2019 at 6:00:00 AM Central Time ("CT"), through June 7, 2019 at 8pm CT ("Sweepstakes Period").
3. **How to Become a Qualifier:** There are two (2) ways to enter to become a Qualifier:
 - i) **On-Air:** To enter via this method of entry, listeners must listen to KIKV-FM 100.7 or Superstation K106 each weekday (Mon-Fri) for the DJ to announce the "Sizzlin' Summer Kick-Off" Keyword and cue-to-call during the morning show weekdays (Mon-Fri) during the Sweepstakes Period. When an eligible listener hears the cue-to-call and Keyword, and is the designated caller as announced by the DJ (i.e., 10th caller, 7th caller, etc), who successfully reaches the station by calling 320.762.2154 for KIKV-FM 100.7 or 218.631.1803 for Superstation K106, he/she will be deemed a Qualifier, provided he/she is eligible to participate in the Sweepstakes pursuant to these Official Rules. There will be two (2) Qualifiers each weekday for each Station for a total of 10 Qualifiers per week per Station, during the Sweepstakes Period.

Note that webcasts of KIKV-FM and Superstation 106 programming are typically on a delayed basis, which may affect a webcast listener's ability to participate in this 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. By calling into the station to attempt to become a Qualifier, each entrant understands and agrees to allow the call to be recorded and/or aired on the Station.

(ii) On-Site Remotes: To enter via this method of entry, attend one of the KIKV-FM 100.7 or Superstation K106 on-site radio remotes. The dates and times listed on www.kikvradio.com and www.superstationk106.com websites (each, a "Remote" or collectively, "Remotes"):

To enter via this method, hand print your complete name, address, telephone number and email address and deposit your completed entry form in the ballot box available at the Remote. All Remote entries must be received by the end of the applicable Remote set forth above. A random drawing will occur at each Remote where Sponsor will randomly select ten (10) qualifiers per Remote (60 On-Site Qualifiers per Station, for a total of 120 On-Site Qualifiers). The Qualifiers winner's names will be announced over the loud speaker at each Remote. Odds of being named a Qualifier via this method of entry depends on the number of eligible entries received at each Remote by the time each drawing occurs. In the event the potential Qualifier is not present at the Remote when his/her name is announced, he/she will be notified by telephone. Sponsor will make up to one (1) attempt to reach each Qualifier. In the event Sponsor is unable to reach a potential Qualifier after one (1) attempt, he/she will forfeit his right to be a Qualifier, and that Qualifier prize will be awarded to an alternate winner, time permitting.

Limit one (1) Qualifier per person during the entire Sweepstakes Period. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected Entries, which will be disqualified. All entries submitted become the sole property of Sponsor and will not be returned. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

3. How to Become the Grand Prize Winner: On June 8, 2019 at the Sizzlin' Summer Kick Off Event at Centre Power Sports, 43164 Country Road 112, North Highway 71, Sauk Centre, MN, from 10:00 AM CT – 12:00 PM CT ("Event"), each Qualifier must attend the Event and check in at the KIKV-FM 100.7/Superstation K106 Booth **no later than 11am** to be eligible for the Grand Prize random drawing. Sponsor will randomly select one (1) Grand Prize winner from among all eligible Qualifiers who have successfully checked in at the Event on time. Odds of any Qualifier becoming the Grand Prize winner depend upon the number of Qualifiers who attend the Event and check-in on time. If all Qualifiers participate in the Grand Prized drawing, then the odds of winning the Grand Prize are 1:200. The potential Grand Prize winner will be announced during the event. **MUST BE PRESENT WHEN The WINNER IS ANNOUNCED TO WIN THE GRAND PRIZE.** If the potential Grand Prize winner is not present at the Event, an alternate Grand Prize winner will be

selected and announced, this will continue until an announced potential Grand Prize winner is at the Event.

5. Prize and Approximate Retail Value ("ARV"): One (1) Grand Prize - A 2018 Sea Doo Spark 2-Up Rotax 900 Ho Ace iBR and Convenience Package personal watercraft. ARV: \$6,799.00. Winner is responsible for any applicable sales tax, title & license fee's.

A 1099 form will be submitted to all appropriate taxing authorities, and by signing the Prize Release. Any warranties and guarantees are strictly limited to those provided by the manufacturers. All other warranties or guarantees are disclaimed in their entirety. The Grand Prize winner agrees to comply with all applicable laws and regulations regarding personal watercraft ownership, including, but not limited to, those dealing with the registration, licensing and insuring of a personal watercraft. The cost of any changes or additions are not included and are solely the responsibility of the Grand Prize winner. Person watercraft described, displayed and/or pictured may not be the actual one awarded and may show optional equipment not included. Personal watercraft prize recipient will be responsible for any title, license, insurance and registration fees associated with the prize. Prize is not substitutable, non-transferable and not redeemable for cash. Sponsor reserves the right to substitute a prize of equal or greater value if the specific prize is not available at the time of the awarding of the prize. The winner hereby represents, and Sponsor, Promotional Participants and the other sponsors rely upon such representation, that the Grand Prize winner (a) is familiar with and has knowledge of the risks, dangers, hazards and perils involved in the ownership and/or use of a personal watercraft, (b) understands and acknowledges that the ownership and/or use of a personal watercraft may be dangerous and may expose the owner and/or user to injury and liability, and (c) hereby fully assumes any and all responsibilities, liabilities and risks arising from, related to, or connected with the ownership and/or use of the personal watercraft from the time the personal watercraft is delivered to winner, including, without limitation, serious injury, temporary or permanent disability and death, regardless of the causes. GRAND PRIZE WINNER ON BEHALF OF HIMSELF OR HERSELF, AS WELL AS HIS OR HER HEIRS AND ASSIGNS, VOLUNTARILY ELECTS TO ACCEPT ALL RISKS arising from, related to, or connected with the ownership and/or use of the personal watercraft from the time the personal watercraft is delivered to Grand Prize winner.

The prize consists of only those items specifically listed as part of the prize. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

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 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/Winner's List: For a copy of these Official Rules, or the name of the Grand Prize winner, send a self-addressed stamped envelope by June 15, 2019 to: KIKV/Superstation 106 Sizzlin' Summer Winner, 604 3rd Avenue West, Alexandria, MN 56308.

13. Sponsors: HBI Radio Alexandria, LLC and its stations KIKV-FM 100.7 and KKWS 105.9, 604 3rd Avenue West, Alexandria, MN 56308 and Centre PowerSports & Recreation 43164 County Road 112 North Highway 71 Sauk Centre, MN 56378