

KIKV-FM 100.7– “KIK-FM “Catch Of The Week” Sweepstakes

Sweepstakes Official Rules

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

BY SUBMITTING A PHOTO IN THIS SWEEPSTAKES YOU (OR YOUR PARENT/LEGAL GUARDIAN IF YOU ARE A MINOR) HEREBY GRANT SPONSOR THE RIGHT TO REPUBLISH THE PHOTO ON ITS WEBSITES AND SOCIAL MEDIA PAGES WITHOUT FURTHER APPROVAL OR COMPENSATION.

- 1. Eligibility** - The KIKV-FM 100.7 KIK FM Catch Of The Week Sweepstakes (the "Sweepstakes") is open to listeners who are 18 years or older and residents of Minnesota who reside within a **150 mile radius** of the Station located at **604 3rd Avenue West, Alexandria, MN 56308**. 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 ("Sponsor," "Station," or "Stations"), Elden's Fresh Foods ("Promotional Participant"), 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 Seattle 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 (or their parent/legal guardian if entrant is deemed a minor) 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 starts on May 15, 2021 at 12:00:00 AM Central Time ("CT") and ends on September 5th, 2021 at 11:59:59 PM CT ("Sweepstakes Period"). The Sweepstakes will be broken out into sixteen (16) separate random drawing pools (each, a "Weekly Pool") during the Sweepstakes Period. Each Weekly Pool's random drawing will occur each Monday at or about 8:00 AM CT where the weekly winner will be announced on-air sometime between 9:00 AM CT and 10:00 AM CT.
- 3. How to Enter:** To be entered for a chance to win, visit www.KIKVradio.com or www.KickCountry.com, complete and submit the online entry form, which includes uploading a photo of your fish/catch ("Photo"). By submitting a Photo, you hereby represent and warrant that you have the full rights to submit the Photo in this Sweepstakes. Upon submitting the Photo and entry form, you will receive one (1) entry into that Weekly Pool's random drawing. All entries must be received

11:59:59 PM CT on the Sunday prior to each Weekly Pool's random drawing, or by 11:59:59 PM CT on September 5th, 2021, to be eligible for the final Weekly Pool.

4. **How to Win:** Each Monday beginning on May 24, 2021, one (1) Grand Prize winner will be selected via a random drawing to be conducted by Sponsor from all Weekly Pool entries received up until 11:59:59 PM CT the Sunday before each random drawing date. Random drawings will occur on 5/24/21, 6/1/21, 6/7/21, 6/14/21, 6/21/21, 6/28/21, 7/5/21, 7/12/21, 7/19/21, 7/26/21, 8/2/21, 8/9/21, 8/16/21, 8/23/21 8/30/21 and 9/6/21. Non-winning entries from any Weekly Pool WILL roll over to subsequent Weekly Pools. Each Grand Prize winner will be announced on-air during the 9:00 AM CT hour on KIK, and each will also be notified by email or telephone on or about the day they are randomly selected as a Grand Prize winner. Odds of being a Grand Prize winner depend on the number of eligible entries that are received in each Weekly Pool. Sponsor will make up to three (3) attempts to reach each Grand Prize winner. In the event Sponsor is not able to reach the Grand Prize winner after three (3) attempts, they may forfeit their right to the Grand Prize, at Sponsor's sole discretion.

4. **Prizes and Approximate Retail Values ("ARVs"): Sixteen (16) Grand Prizes** (one (1) per Weekly Pool) – A \$25.00 Elden's Fresh Foods Gift Card. ARV: \$25.00 each. Gift cards are subject to the terms, conditions and restrictions printed on the cards. Prizes are non-transferrable, and not substitutable. Sponsor may substitute the prize for one of equal or greater value at Sponsor's sole discretion for any reason. Grand Prize winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. Grand Prize winner may be required to submit a completed W9 to Sponsor in order to receive the Grand Prize. A 1099 form may be submitted to all appropriate taxing authorities, and by signing a Prize Release, the Grand Prize winner accepts the Grand Prize, and even if the Grand Prize winner does not use the Grand Prize, he/she will be responsible for the applicable taxes. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming the Prize** – Each winner must claim his/her prize in person at the KIKV-FM 100.7 Studio located at 604 3rd Avenue West, Alexandria, MN 56308, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **thirty (30) days** after the day she wins. This is to verify that the prize is being given to 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 a prize. The winner must prove he or she is a qualified winner by presenting identification acceptable to KIKV-FM 100.7 (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. All unclaimed prizes remain the property of Sponsor.

7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant (or participant's parent/legal guardian, if participant is a minor)

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.hubbarดรadio.com/privacy-policy/>. By entering this Sweepstakes, each entrant (or entrant's parent/legal guardian if entrant is deemed a minor) 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 (or entrant's parent/legal guardian if entrant is deemed a minor) 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 August 30,

2021, to: KIKV KIK-FM Catch Of The Week Winners, 604 3rd Avenue West, Alexandria, MN 56308.

13. **Sponsor:** HBI Radio Alexandria, LLC and its station KIKV-FM 100.7, 604 3rd Avenue West, Alexandria, MN 56308.