

KIKV-FM 100.7– “KRIS & CHELSEA’S CMA Music Fest Dream Trip of a Lifetime” Giveaway

Sweepstakes Official Rules

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

- Eligibility** - The KIKV-FM 100.7 KIK-FM's Kris & Chelsea's CMA Music Fest Dream Trip of a Lifetime Sweepstakes (the "Sweepstakes") is open to listeners who are 21 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"), Haas Entertainment ("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, the "Released Parties") any radio, television or other media companies located in the Alexandria 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 entrants 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.
- When to Enter:** The Sweepstakes starts on April 24, 2023 at 7:00 AM Central Time ("CT") and ends at 9:59 AM CT on May 19, 2022 ("Sweepstakes Period").

How to Enter: To enter, listen to KIKV on-air or through its Stream Player either online at KIKVradio.com, or on the KIKV mobile app ("App") each weekday (Mon-Fri) for the *Kris & Chelsea's CMA Music Fest Dream Trip of a Lifetime Giveaway* cue-to-call to be announced on-air at or around **7:20 AM, 8:20 AM, and 9:20 AM CT** for Kris & Chelsea to open the "Free Entry Ticket Window." The first five calls through when the window is open at **320-763-5458** will receive one (1) entry into the Sweepstakes random drawing. Note that webcasts of Stations' programming are typically on a delayed basis, which may affect participation in this Sweepstakes.

Or, to enter in person, listeners can also stop by one of Sponsor's *Free Entry Ticket Drop* radio remotes to be held on to-be-announced dates and times at to-be-announced locations in the area during the Sweepstakes Period. Once there, find, complete and submit an official entry form in the receptacle at each Drop to receive five (5) entries into the random drawing. Sponsor is not responsible for lost, stolen, late, mutilated, or illegible entries. Limit five (5) entries per person per Drop.

- Random Drawing:** One (1) Grand Prize winner will be selected via a random drawing on May 19th, 2023, from among all eligible online entries received during the entire

Sweepstakes Period. Decisions of Sponsor are final and binding. Odds of being the Grand Prize winner depend on the number of eligible entries that are received during Sweepstakes Period. The potential Grand Prize winner will be notified by Sponsor via email or telephone on or about the day of the random drawing. Failure to respond to the winner notification within **twenty-four (24) hours** will be deemed forfeiture of a Grand Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email message notifications that are undeliverable or not received, or voicemail messages not received.

4. **Prize and Approximate Retail Value ("ARV"):** One (1) Grand Prize – A trip for two (2) to Nashville, TN to the Country Music Festival from June 9, 2023 until June 11, 2023. Trip includes roundtrip coach-class airfare from Minneapolis to Nashville, departing on June 9, 2023 and returning on June 11, 2023; deluxe lodging at Hampton Inn Green Hills for two (2) nights (one standard room, double occupancy); two (2) CMA Music Festival Passes, including: evening Superstar concerts at Nissan Stadium, Daytime concerts at Riverfront Park, artist exhibit booths, performance stages, artist & country artifacts & shopping at Market Place at Music City Center (all events are General Admission); two (2) tickets to the Country Music Hall of Fame and Museum; two (2) VIP visits to Music Row Recording Studio; two (2) tickets to Wild Horse Saloon Dance Party; two (2) tickets to lower Music Row Walking Tour; two (2) tickets to Upper Music Row Driving Tour; two (2) tickets to Nightclubs of the Starts & Honky Tonkin'; deluxe ground transportation to/from airport in Nashville and to/from events; an electronic trip winner information kit; two (2) identification luminants and lanyards; host and escort to all scheduled events by J.D. Haas. ARV: \$5,000.00. **Trip must be taken from June 9, 2023 through June 11, 2023 or will be forfeited.** Guest must be at least 18 years of age or older and will be required to sign a guest liability and publicity release prior to issuance of tickets.
 - a. **Trip is for two (2) people: one (1) winner and one (1) guest. NO EXCEPTIONS;**
 - b. **The Trip must be taken from Friday, June 9th through Sunday, June 11th. Trips not taken during and between these dates are subject to forfeiture without rescheduling;**
 - c. **At least one (1) Trip Participant must be twenty-one (21) years of age or older at the time of the trip. Minimum age for 2nd Participant is thirteen (13) years of age;**
 - d. **A parent, grandparent, brother, sister or legal guardian must accompany any Trip Participant under eighteen (18) years of age;**
 - e. **A legal guardian traveling with a minor must provide both the Sponsoring Station and Haas Entertainment with a certified copy of the court ordered guardianship documents by Monday, May 22nd. No fax or photocopies can be accepted;**
 - f. **No parent, grandparent, brother, sister or legal guardian may leave any minor alone (or in the care of anyone else) at any time, event, venue or in the hotel;**
 - g. **Trip Participants may be required to be at least twenty-one (21) years of age or older to be admitted to nightclubs;**
 - h. **It is illegal for any Trip Participant under twenty-one (21) years of age to consume alcohol;**

- i. It is illegal for any Trip Participant to purchase, enable, facilitate or provide alcohol to anyone under twenty-one (21) years of age;**
- j. Haas Entertainment cannot transport anyone who is intoxicated;**
- k. Possession of and / or consumption of alcoholic beverages is not permitted on any ground transportation vehicle;**
- l. No Trip Participant shall be allowed to use trip ground transportation vehicles other than as a passenger;**
- m. No Trip Participant shall be allowed to stay in any ground transportation vehicle alone while the group is attending an event or activity;**
- n. Lodging accommodations to include only room base rate and applicable state & local taxes;**
- o. All restaurants listed are suggestions;**
- p. Trip Participants are responsible for a refundable \$200.00 hotel deposit (Credit or Debit card) applicable to any hotel services desired (i.e. in-room movies, room service, restaurant charges, etc.) other than those included in the trip;**
- q. Hampton Inn Green Hills is a smoke free facility. No smoking is allowed in the Guest Rooms, Courtyard, Pool, Public Areas, Restaurant or Bar;**
- r. There is a \$500.00 cleaning charge for smoking in a non-smoking room;**
- s. Trip participants are responsible for all of their meals, beverages, tips and spending cash;**
- t. Only the Trip Winner may register for the hotel room. Photo Identification must be presented;**
- u. Scheduled trip events are optional. Attendance at events is not mandatory;**
- v. Any Trip Participant choosing not to participate in scheduled events shall be solely responsible for securing of and payment for their own transportation, admission, and other fees and expenses at the unscheduled event of their choosing;**
- w. Admission tickets are distributed prior to each event and only the primary Trip Winner may receive the tickets;**
- x. Once distributed, misplaced, lost or stolen tickets to any scheduled event cannot be replaced;**
- y. Event admission tickets, lodging accommodations, ground transportation and laminates & lanyards are not transferable;**
- z. Each Trip Participant must possess two (2) valid forms of personal identification, including one (1) picture I.D.;**
- aa. Due to the many physical activities encompassed by trip events, Trip Participants must be in at least such general good health as to be able to participate in scheduled trip events;**
- bb. During the course of the trip, if any event is canceled or postponed by any occurrence not occasioned by the conduct of Haas Entertainment and / or Sponsoring Record Label whether such occurrence be by act of God or the result of war, riot, sovereign conduct, or the act or conduct of any person or entity not party to the trip, then Haas Entertainment**

- and Sponsoring Record Label shall be excused from any and all obligations pertaining to the canceled or postponed trip event;
- cc. This trip is rated G for General Audiences. Disorderly behavior and / or illegal conduct may result in revocation of trip winner and their guests' hotel accommodations, ground transportation, event tickets and participation in scheduled trip events;
 - dd. Each Trip Participant must individually execute a release & waiver forms (Section 5 of the Trip Winner Kit) before commencing on the trip, releasing Haas Entertainment, Sponsoring Record Label and their owners, employees, trip personnel, representatives, agents, directors, officers, successors and / or assigns from any and all claims or liability including but not limited to such liability arising from any acts or omissions resulting in injury to body or property of contest winners while they are participating in the trip including while in transit to and from Nashville;
 - ee. Haas Entertainment must be in possession of completed, original copies of Trip Winner and Guest's Forms (Section 5 of the Trip Winner Kit) before Trip Participants can check into the trip;
 - ff. By their participation in this promotion all Trip Participants automatically authorize Haas Entertainment and Sponsoring Record Label use and / or other exploitation (including promotional and / or commercial) of each and every Trip Participant's name, image, voice and / or likeness in audio, video, website, print and / or other media;
 - gg. Trip Winner is responsible for and all applicable federal, state and local taxes;
 - hh. IRS 1099 forms are to be provided to trip winners by sponsoring station;
- All events, dates, venues, trip staff times and ground package guidelines are subject to change.**

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 will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. Grand Prize winner will also be required to submit a completed W9 to Sponsor in order to receive the Grand Prize. A 1099 form will be submitted to all appropriate taxing authorities. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming the Prize** – The Grand Prize winner must claim his/her prize in person at the KIKV-FM 100.7 Studio located at 604 3rd Avenue West, Alexandria, MN 56308, or via a phone call during normal business hours (Monday-Thursday, 9:00 a.m. to 4:00 p.m. and Friday, 9:00 a.m. to 3:00 p.m.) **on a date to be determined by Sponsor and agreed to be winner**. 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 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 List:** For a copy of these Official Rules, or the name of the Grand Prize winner, send a self-addressed stamped envelope by November 18, 2022, to: KIKV KIK-FM Kris & Chelsea's CMA Festival Trip of a Lifetime Sweepstakes Winner/Rules (designate which), 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.