

## OFFICIAL CONTEST RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN OR CLAIM PRIZE.**

**A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

Contest Name: #HowDoYouSandwich (the "Contest")

Station: KDWB-FM (the "Station")

Station Address: 1600 Utica Ave. South – Suite 500, St. Louis Park, MN 55416

Telephone: 952-417-3000

**This Contest is sponsored solely by iHeartMedia + Entertainment, Inc. ("Sponsor").** Any questions, comments or complaints regarding the Contest must be directed to the Sponsor. For a copy of these Official Contest Rules, please visit the office of the Station during normal business hours or send your request by mail at iHeartMedia + Entertainment, Inc. at 1600 Utica Ave. South – Suite 500, St. Louis Park, MN 55416.

**List of Winner(s):** For the name(s) of the winner(s) send a stamped, self-addressed envelope, to: iHeartMedia + Entertainment, Inc., 1600 Utica Ave. South – Suite 500, St. Louis Park, MN 55416.

**ELIGIBILITY:** This Contest is open only to individuals who (i) are legal U.S. residents of the state of Minnesota and Wisconsin; (ii) who are 18 years of age or older at the time of entry ("Entrant"). Entrants who are deemed to be a minor in the jurisdiction in which they reside will need to obtain permission from their parents/legal guardians in order to participate.

If you are not a legal U.S. resident of the state of Minnesota or Wisconsin or you are not the required age as of time of entry, you are not eligible to enter this Contest or to win a prize. Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, the Station, and any third party prize provider(s) and/or prize fulfillment service (collectively, the "Contest Entities"); individuals employed by any other radio and television station; and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Contest or win the prize.

**Eligibility Frequency Limits Per Station:** The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. For national sweepstakes/contests, an individual may win only once (1) every fifteen (15) days. However, the same individual may not win more than one trip to a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

Void outside the state of Minnesota or Wisconsin and where prohibited by law.

1. **TIMING:** Contest begins on Monday, June 15, 2020 at 12:00:00 a.m. CT and ends at 11:59:59 p.m. CT on Tuesday, June 30, 2020 ("Entry Period").

Submission Period: June 15, 2020 at 12:00:00a.m. CT and ends June 30, 2020 at 11:59:59pm CT

Judging/Winner Selection: July 1, 2020

### **DESCRIPTION OF CONTEST/HOW TO ENTER.**

**How to Enter:** During the Entry Period, visit <http://www.kdwb.com/> to register for the Contest by submitting the entry form with all required information. Contestants will be asked to submit a video of one minute or less in length.

Limit one (1) entry per person/email address/household. Entries must contain all information requested and comply with all content submission requirements set forth herein to be valid.

**ENTRY AND ELIGIBILITY GUIDELINES:** All entries submitted must comply with the following guidelines.

**VIDEO SUBMISSION CRITERIA:** Entry submissions must be made by submitting a video of one minute or less and show us your unique sandwich ideas. Be sure to include your favorite Country Hearth, Village Hearth or Artisan Hearth bread or buns in your video. The Sponsor will not take submissions from a 3rd party. Proof of ownership may be required by contest judges. **Entrant acknowledges and agrees that professional videos (i.e., videos taken by a videographer who was paid to take such videos) are not eligible. Entrant must be the party in the submitted video.** Contest submissions must be submitted and received before the registration deadline.

Entry Criteria:

**Format of the Entry Video**

- ✓ Entries shall be submitted only by persons who are 18 years of age or older;
- ✓ Entries must be original, unpublished, and not copyrighted by any third party;
- ✓ The Entry may be color or black and white;
- ✓ Entry may not be embellished with text or art;
- ✓ Altered, manipulated or electronically enhanced entries, except for cropping, red eye removal and adjustment for color and brightness as set forth above will not be considered;
- ✓ The Sponsor reserves the right to reject any Entry that they define as unacceptable;
- ✓ Entry submitted for the Contest shall not have any copyright restrictions and any issue that arises with regard to the Entry's copyright will be the sole responsibility of the entrant.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names, image and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Contest Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Contest that participation may be required to be considered eligible.

**2. CONSUMER CREATED CONTENT REQUIREMENTS.**

As used herein, "Content" includes and refers to all information, content, and material submitted by you in connection with the Contest (including, but not limited to your submission).

By submitting your Content, you warrant and represent that such Content: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) has not been copied from other, (e) does not infringe upon the rights of any person or entity (including such individual's and/or entity's copyrights, trademarks rights, rights of privacy or publicity or any other intellectual property), (f) that you have obtained permission from a person whose name, likeness or name is used in the Content, and (g) and that publication of the Content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Released Parties (as defined herein) from any claims to the contrary. Any entrant whose Content includes names or likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Content, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a winner. The Content submitted shall be 100% owned and controlled by the entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. The Sponsor reserves the right to remove or void any Content that it deems to be in violation of these Official Rules, in its sole and absolute discretion.

By submitting Content you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Sponsor or Contest Entities under any fiduciary or other obligation, that the Sponsor is free to use and otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, the Sponsor and the Contest Entities do not waive any rights to use similar or related ideas previously known to Sponsor or Contest Entities, or developed by their employees, or obtained from sources other than you.

CONTENT MAY BE POSTED ON SPONSOR'S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. In consideration for your participation in this Contest and for the opportunity to win a prize hereunder, you hereby grant the Sponsor, the Contest Entities, and another authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publically perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the entrant.

All Content submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must comply with these Official Rules and any Terms of Service on the Sponsor website;
- Content must be uploaded/submitted in the format specified and must comply with the posting requirements set forth above and as posted on the Sponsor website;
- The Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language;
- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about the Sponsor, the Station, the Sponsor, any of their respective products and/or services, or about any other people, products or companies;
- Content cannot infringe on or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses or street addresses, other than entrant's;
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant, except copyrighted materials owned by Sponsor, is grounds for disqualification from the Contest. Therefore, do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Sponsor and Contest Entities);

- Content shall not include any background artwork, unless it is an original work of the entrant (any artwork, murals, etc. that can be seen in the Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein);
- The Content cannot be abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Content cannot depict, and cannot itself, be in violation of any law; and
- The Content must be socially acceptable and in good taste, as determined by the Station in the Station's sole discretion.

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF THE SPONSOR. The Sponsor reserves the right to reject any Content, in its sole discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by the Sponsor and/or Station for airing advertising. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Contest Content requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Entry Period, to request that any entrant resubmit his or her Content which fails to comply with the Content requirements prior to any judging period. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WAS NOT EDITED BY SPONSOR AND IS THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DOES NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. If you think that any Content infringes your intellectual property rights, click here if you wish to report it, contact us by mail at DMCA Designated Agent, c/o Legal Department, iHeartMedia, Inc., 20880 Stone Oak Parkway, San Antonio, Texas 78258," by fax at (210) 832-3149, or by email at [dmca@iHeartMedia.com](mailto:dmca@iHeartMedia.com) and include the information required at [iHeartMedia's Terms of Use](#), Section 23.

By accepting a prize, the winner(s) agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Content. Sponsor reserves the right to alter, change or modify the winning Content, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

**JUDGING/GRAND PRIZE AND FIRST PRIZE WINNER SELECTION:** On or about July 1, 2020 the Sponsor will designate a panel of judges to determine one winner. Each entry shall be judged by the Sponsor (or judges as selected by Sponsor in its sole discretion) based on the following equally weighted criteria:

- Judging Criteria
- Creativity - 50%
  - Placement of Country Hearth product - 40%
  - Time (1 minute or less) - 10%

The one (1) entrant whose entry receives the highest total score among all judging criteria for that Entry Period will be a grand prize winner, subject to verification. In the event of a tie, the tie-breaker will be based upon the highest score in the first judging criteria set forth above, continuing thereafter to each judging criteria in the order set forth above, as needed, to break the tie. In the event that a tie still remains, a new judge, selected by the Sponsor in its sole discretion, will judge the tied entries based on the judging criteria set forth above.

Potential Contests winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Contests events.**

**Winner Notification:** Winner will be notified within \_\_\_\_ (\_\_\_\_){day(s)/hour(s)} of the last day of the winner selection, via e-mail, and/or at Sponsor's discretion via phone at the phone number provided during registration. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within \_\_\_\_ (\_\_\_\_) {day(s)/hour(s)} of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Contest.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s), or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent.

As a condition of participating in the Contest, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions. If eligible entrants include minors, a parent or guardian of such eligible minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Sponsor reserves the right to refuse to award a prize to or on behalf of any minor. The potential prize winner and, if a potential prize winner who is an eligible minor in his/her state of residence, the potential prize winner's parent or guardian, may (in Sponsor's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four hours after the first delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and, in such event, the Sponsor may award the prize to an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

#### 4. **PRIZE(S).**

One (1) Grand Prize: One (1) year of Bread/Buns and T-Shirt

Approximate Retail Value ("ARV"): \$208.00

All prizes provided by: Country Hearth

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment Sponsor. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

*Conditions and restrictions may apply.* Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole

discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (3) 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 Contest; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Contest; or (5) technical or human error which may occur in the administration of the Contest or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Contest and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or any other causes which effect the operation of the Contest or the rules of the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest and/or (ii) stop or conclude the Contest at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Contest by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

6. **PUBLICITY.** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor and Station(s) permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list.

7. **USE OF PERSONAL INFORMATION.** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. . Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy located [here](#). Entrant may have the opportunity to opt-in to receive emails from c third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that

may or may not be associated with this Contest, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.**

8. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Contest, each entrant agrees to release and waive any and all claims of liability against the Contest Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release each of the Released Parties from any and all claims in connection with the Contest and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 6 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

9. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

10. **CONDUCT AND DECISIONS.** All decisions of the Sponsor will be final and binding on all matters relating to this Contest. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Sponsor's decisions concerning such disputes shall be final. Any reference in these Official Rules or as part of the Contest to the Sponsor's and/or Station's "discretion" and/or any exercise of discretion by the Sponsor or Station shall mean in Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Contest if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest. In the event the Contest is terminated, Sponsor will award the prize(s) in a manner to be determined by Sponsor from all eligible entries received prior to termination. If applicable material changes to the Contest rules will be broadcast on-air and available on-line at the Station's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

11. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Sponsor Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be



arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

12. **MISCELLANEOUS.** Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest. As a condition of participating in the Contest, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

13. **COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of San Antonio.