## 106.7 WJJY, 107.5 PowerLoon, Cool 103.5, B93.3, Superstation K-106, KKWS 105.9 FM, KWAD 920AM, 100.7 KIKV-FM, Cool 94.3, KB101, KZY 95.5, and Z99 Chance To Win Paul's Cash Sweepstakes ("Sweepstakes")

## **OFFICIAL RULES**

1. WHEN TO ENTER: NO PURCHASE NECESSARY.

The Chance to Win Paul's Cash Sweepstakes (the "Sweepstakes") will take place on HBI Radio Brainerd/Wadena, LLC, HBI Radio Bemidji, LLC, and HBI Radio Alexandria, LLC and their stations 106.7 WJJY, PowerLoon, Cool 103.5, B93.3, Superstation K-106, KKWS 105.9FM, KWAD 920AM, KIKV-FM, Cool 94.3, KB101, KZY 95.5 and Z99 (hereinafter "the Stations" or "Sponsor").

There is one (1) way to enter/participate in this Sweepstakes. Entries will be accepted pursuant to Paragraph 2 below, from 7:00:00 AM Central Time ("CT") on October 21, 2024, through 6:59:59 AM CT on November 21, 2024 ("Sweepstakes Period"). The Sweepstakes Period will be broken out into ten (10) separate random drawing pools, to be conducted at or about 7:00:00 AM CT each Tuesday and Thursday during the Sweepstakes Period, beginning on October 22, 2024 and ending on November 21, 2024 (each, a "Daily Random Drawing Pool").

2. <u>HOW TO ENTER:</u> To enter, eligible listeners must listen to your participating Station each hour between 6:00 AM CT and 7:00 PM CT during the Sweepstakes Period for the *Win Paul's Cash Code Word* code to be announced on-air (each, a "Code Word"). Then, open the Station stream player available online on the Stations' websites (listed below) or through the Stations' mobile apps (collectively, the "App"), find the Prize Details page and complete and submit the App entry form by entering the correct Code Word. Please note: you must be registered as a rewards member through the Station's App to be eligible to enter. You will have 60 Minutes to enter the code word in the app immediately following each Code Word as announced on-air to enter the correct Code Word through the App. Only entries with the proper Code Word will be counted as a valid entry. Limit of one (1) entry per Code Word. All entries must be received by 6:59:59 AM CT on Tuesday & Thursdays to be eligible for the random drawing. Sponsor is not responsible for lost, late, delayed, incomplete entries, including misspelled Code Words.

The Station's websites are: <a href="https://www.tolorwijy.com">www.tolorwijy.com</a>, <a href="htt

- 3. <u>RANDOM DRAWINGS.</u> Each Tuesday and Thursday at or about 7:00:00 AM CT during the Sweepstakes Period, beginning on October 22, 2024, Sponsor will randomly choose one (1) entry to be the Grand Prize winner from among all eligible entries received from all of the Stations, collectively, for a total of ten (10) Grand Prize winners during the entire Sweepstakes Period. Any non-winning entry WILL roll over to subsequent random drawings. Sponsor will contact each potential Grand Prize winner by email or telephone immediately following the random drawing, and if the potential Grand Prize winner does not answer the phone when Sponsor calls, that potential Grand Prize winner forfeits their right to the Grand Prize, and an alternate potential Grand Prize winner will be randomly selected from among all remaining entries. This process will continue for each random drawing until a Grand Prize winner answers their winner notification phone call. Odds of being selected as a Grand Prize winner depend on the number of eligible entries received from all of that Station's App entries received during the applicable Daily Random Drawing Pool.
- 4. <u>PRIZES</u>: Ten (10) Grand Prizes \$1,000.00, awarded in the form of a check made out to the Grand Prize winner. ARV: \$1,000.00 each.

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 and a W9 tax form (collectively, the "Prize Release") prior to issuance of a 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.

- CLAIMING A PRIZE: Upon winner verification, the winners, and the receipt of any signed Prize Release (defined above) that may be required at Sponsor's sole discretion, winners will either, as determined solely by Sponsor, be told how they will receive their prize in one of two ways as follows: (1) Prize Pick-Up Registration: as a condition of being named an official winner, each potential winner must claim his/her prize in person at the HBI Radio Brainerd/Wadena, LLC located 13225 Dogwood Road, Baxter, Minnesota 55425, or HBI Radio Alexandria, LLC located 604 3rd Ave. West, Alexandria, MN 56308, or HBI Radio Bemidji, LLC located at 502 Beltrami Ave NW, Bemidji, MN 56601 during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within ten (10) business days of the day he or she wins, and upon Sponsor's receipt of the Releases. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Grand Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (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. THEN (2) Prize Mailed: Sponsor will mail out the prize to the winner(s) after Sponsor receives the Releases in the timeframe determined solely by Sponsor. Sponsor is not responsible for lost, late, mutilated, damaged or delayed mailing of any prizes or Releases. Allow 4 to 6 weeks for delivery. All unclaimed or returned prizes remain the property of Sponsor.
- 6. <u>ELIGIBILITY</u>: Individuals must be 18 years or older and residents of Minnesota to be eligible to win. In order to be eligible to win a prize in this contest, you cannot have won any prize or combination of prizes with a total stated value of \$2,000 or more from any of the Stations in the prior 90 days. These restrictions apply even if you reject the prize. Employees of any of the Stations or HBI Radio Brainerd/Wadena, LLC, HBI Radio Alexandria, LLC, or HBI Radio Bemidji, LLC, or any of their respective subsidiaries, and their immediate families, are not eligible to enter. Anyone participating in this Sweepstakes or claiming a prize in this Sweepstakes in violation of these rules will be disqualified from winning a prize in this Sweepstakes and from participating in Station contests for a period of one year.
- 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 Station 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 Station's use for promotional purposes, of his/her likeness, voice and/or address (city/state) without any additional compensation.
- 8. <u>GENERAL CONDITIONS:</u> Station 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 Station's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Station in its sole discretion. Station 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, Station 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. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 8. <u>LIMITATIONS OF LIABILITY:</u> 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.
- 9. <u>DISPUTES/GOVERNING LAW:</u> 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 Station 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.
- 10. <u>PRIVACY POLICIES AND DATA COLLECTION:</u> Information provided by you for this Sweepstakes on the entry form is subject to Station's privacy policy located at: <a href="http://corporate.hubbardradio.com/privacy-policy/">http://corporate.hubbardradio.com/privacy-policy/</a>. By entering this Sweepstakes, each entrant agrees that the Station 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. <u>WINNER LIST</u>: For the name of the grand prize winners, send a self-addressed, stamped envelope by November 28, 2024, to Win Paul's Cash Winners List, HBI Radio Brainerd/Wadena, LLC, 13225 Dogwood Road, Baxter, Minnesota 55425.