

## Hubbard Radio Seattle's Pick Your Gift 2023 Sweepstakes Official Rules

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

**BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

- 1. Eligibility:** The Hubbard Radio Seattle's Pick Your Gift 2023 Sweepstakes Official Rules (the "Sweepstakes") is open to listeners 21 years or older and residents of Washington or Oregon. Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio Seattle, LLC and its stations WARM 106.9, 98.9 KPNW, MOViN 92.5 and 880 AM KIXI, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington, 98006 ("Sponsor"), Condor Airlines, Armoire, Trufusion, Bellevue Collection, Closet by Design Seattle, Seattle Choruses, Gesa Credit Union (collectively, the "Promotional Participant"), Hubbard 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 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. Sweepstakes Period:** The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on November 27<sup>th</sup>, 2023 and ends at 11:59:59 PM PT on December 21<sup>st</sup>, 2023 (the "Sweepstakes Period").
- 3. How to Enter:** To enter online, eligible entrants must visit [www.989kpnw.com](http://www.989kpnw.com), [www.movin925.com](http://www.movin925.com), [www.warm1069.com](http://www.warm1069.com), or [www.kixi.com](http://www.kixi.com) (each, the "Website") during the Sweepstakes Period, find the Sweepstakes icon, and complete and submit the online entry form; or download the 98.9 KPNW, MOViN 92.5, WARM 106.9 or 880 AM KIXI mobile Stream Player app (the "App") from your App marketplace to your iPhone, iPad or Android device, and open the App on your smartphone or iPad or tablet. Upon opening the App, you must register to be an App Rewards Member by visiting the Sponsor's website at [www.989kpnw.com](http://www.989kpnw.com), [www.movin925.com](http://www.movin925.com), [www.warm1069.com](http://www.warm1069.com), or [www.kixi.com](http://www.kixi.com). Once you become an App Rewards Member, or if you were already an App Rewards member before this Sweepstakes, open your App during the Online Entry Period to find the Sweepstakes tile to enter and submit your name to receive an entry into the random drawing. Limit one (1) entry per person per day. All entries/registrations must be received by 11:59:59 PM ET on December 21<sup>st</sup>, 2023, to be entered into the random drawing.
- 4. Limit one (1) entry per person per day per Website.** All entries must be submitted by 11:59:59 PM PT December 21<sup>st</sup>, 2023, to be eligible for the random drawing.

Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. Facsimile and mechanically reproduced entries will not be accepted. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute as to any participation by an email entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned a phone number by an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof that he/she is the authorized account holder. The potential winner may be required to show proof that he/she is the authorized account holder. All entries submitted become the sole property of Sponsor and will not be returned.

Sponsor is not responsible for technical or atmospheric conditions that disrupt the completion of the entry, internet, app, Wi-Fi, or other technical malfunctions, which may or may not result from this Sweepstakes.

5. **How to Become the Grand Prize Winner:** On or around December 22nd, Sponsor will randomly select one (1) Grand Prize winner. Odds of becoming the Grand Prize winner depend on the number of eligible entries that are received during the Sweepstakes Period. Sponsor will contact the potential winner by telephone or email on the date of the random drawing. In the event Sponsor is unable to reach a potential winner after two (2) attempts for any reason, that potential Grand Prize winner forfeits his or her right to the Grand Prize, and an alternate may be selected, time permitting.
6. **Prize and Approximate Retail Value (ARV) – One (1) Grand Prize –** The Grand Prize winner may select one (1) of the following “Pick Your Gift” prize packs (Grand Prize winner must select one single “Pick Your Gift” prize pack from options (a) through (g) below, and may not select items from multiple “Pick Your Gift” prize packs):
  - a. **Condor Airlines:** Voucher for two (2) premium economy tickets (\$4k) and remaining amount \$1k cash or gift card to be awarded to the winner. Tickets are valid for travel from SEA to any destination operated by Condor, for travel starting from Jan 2024 through Dec 31, 2024. Passengers are responsible for documentation needed for international travel. Prize can not be exchanged to monetary value and is not transferable.
  - b. **Armoire:** Armoire unlimited membership + a style party for you and six (6) friends. One year of Armoire Unlimited membership (\$3K). A style party at Armoire Go with food and drinks for up to six (6) friends (\$500). One month of Unlimited membership for six (6) friends (\$1500).
  - c. **TruFusion:** Two (2) - 12 month memberships & one (1) \$225 gift card. Memberships include unlimited yoga and fitness classes at all Washington locations. \$225 gift card good towards all yoga and fitness apparel and accessories.
  - d. **Bellevue Collection \$5,000 Shopping Spree:** Prize will be awarded in the form of \$5,000 in Bellevue Collection gift cards redeemable at all shops, restaurants, hotels and entertainment venues located at The Collection, featuring Bellevue Square. No cash value or cash back. Gift cards are subject

to the terms, conditions, and restrictions as printed on the cards. Cannot be replaced if lost or stolen. ARV; \$5,000.00.

- e. **Closet By Design:** One (1) gift certificate to redeem for one (1) \$5,000 New Closet by Closet By Design. Prize can not be exchanged to monetary value and is not transferable.
- f. **Seattle Choruses:** A very Seattle Weekend for Four including hotel, dinner, FOUR (4) shows and more! Includes: Two (2) Water View Hotel Rooms @ Seattle Marriott Waterfront for two-night stay (January 1, 2024 - April 30, 2024) – Approximate Value \$1,500. Four (4) tickets to these performances (valued at \$800): Banned & Beloved (Seattle Women's Chorus) - Saturday, February 3, 2024 - 5:00 PM, Love Beyond Borders (Seattle Men's Chorus), Broadway Spectacular (Seattle Women's Chorus), Lip Sync for Our Rights (Seattle Men's Chorus), Dinner for four (4) at Terra Plata – Approximate Value \$500, Saturday Brunch for four (4) at Bracco (at Pike Place Market) – Approximate Value \$200, Wine Tasting for four (4) at The Tasting Room (Pike Place Market) – Approximate Value \$100, Uber Gift Card – Approximate Value \$400, Nordstrom Shopping Spree -- \$1,500. Prize can not be exchanged to monetary value and is not transferable.
- g. **Gesa Credit Union:** Prize: \$5,000 CD from Gesa Credit Union! Small Print: Check provided to winner by Hubbard Radio. Gesa Credit Union: Federally insured by NCUA. Equal Housing Opportunity Lender. Co-op Shared Branch. Member-owned. Member-focused. If you live, work, worship or attend school in the state of Washington, are a close relative of someone who qualifies as a member, or are a resident of select counties in Idaho and Oregon, you are eligible to join Gesa. As a member of our not-for-profit financial cooperative you'll enjoy:
  - Better dividend rates on savings
  - Lower interest rates on loans
  - Minimal service charges
  - Remarkable personal service

No substitution allowed by any winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. The prize will be awarded only if the potential winner fully complies with these Official Rules. The prize is non-assignable and non-transferable and not redeemable for cash. Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. All local, state, and federal taxes on the Prize are winner's sole responsibility. Winner is solely responsible for paying all applicable income taxes associated with accepting their Prize. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

Grand Prize winner will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. A 1099 form will 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.

7. **Claiming the Prize:** For the Grand Prize winner, upon Grand Prize winner verification, **as a condition of being named the official Grand Prize winner**, the potential Grand Prize winner must sign and return the Release Forms to the Station via email or mail within **ten (10) days** of receiving the Release Forms, or prize may be forfeited at Sponsor's sole discretion, Sponsor will work with the Grand Prize winner and provide the winner with instructions how to pick up the Grand Prize.
8. **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.
9. **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.

- 10. 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.
- 11. 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.
- 12. 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 Washington; (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 Washington, without giving effect to any choice of law or conflict of law rules (whether of State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.
- 13. Official Rules/Winners' List:** For a copy of these Official Rules, see the Website until January 21<sup>st</sup> 2024. For the name of the Grand Prize winner, send a self-addressed stamped envelope by January 4<sup>th</sup>, 2024 to: Pick Your Gift Sweepstakes Winner, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington, 98006.
- 14. Sponsor:** Hubbard Radio Seattle, LLC and its stations 98.9 KPNW, WARM 106.9, 880 AM KIXI, and MOVIN 92.5, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington, 98006.