

## GENERAL SWEEPSTAKES/CONTEST RULES

By entering a 98.9 KPNW sweepstakes or contest you agree to be bound by these rules.

98.9 KPNW a division of Hubbard Radio Seattle LLC, may change the dates and/or terms of a contest without prior notice.

### 1. HOW TO ENTER: NO PURCHASE NECESSARY

To enter online sweepstakes and contests, listeners must register online at 98.9 KPNW. If entries are permitted by other means, the other permitted forms of entry will be indicated on our website and may periodically be included in on-air promotions.

To enter on-air sweepstakes and contests, listeners can enter as explained by the on-air talent (i.e., call the number announced, etc.). For on air sweepstakes and contests, callers must meet all eligibility requirements as outlined in these rules. The person who completes the call will be determined as the entrant, no transfers of prizes to other persons will be allowed.

To enter Facebook sweepstakes and contests, visit the Station Facebook page, scroll down to find, complete and submit the online entry form, or look for specific sweepstakes or contest post and perform the task(s) as specifically explained in the post. **The Station Facebook contests and sweepstakes are not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing the information to the Station and not to Facebook.**

To enter Instagram sweepstakes and contests, visit the Station Instagram page, scroll down to find the specific sweepstakes or contest post and perform the task(s) as specifically explained in the post. **The Station Instagram contests and sweepstakes are not sponsored, endorsed, administered by or associated with Instagram. By entering, you are providing the information to the Station and not to Instagram.**

To enter text message sweepstakes and contests, listeners will be asked to use a text-messaging enabled wireless device to text a specified “keyword” to a specified Station text number. After you send in the text-message you will receive a confirmation text validating your entry into the Sweepstakes or Contest. Any text message form of entry into a sweepstakes or contest will be deemed made by the named account holder whose mobile phone number is assigned at the time of entry to the text-messaging enabled wireless device used to text the entry. **Each text message sent to or received by a service subscriber of any wireless carrier may incur a standard text messaging charge in accordance with that carrier’s (Terms and Conditions) applicable to such subscriber’s particular voice/data rate plan. Contact your wireless carrier for text messaging plan details.** If a listener cannot text, a listener can enter before the published deadline by emailing the text keyword along with their name and daytime phone number to [promo@989kpnw.com](mailto:promo@989kpnw.com).

Unless otherwise indicated on our website or as explained by our on-air talent or in our on-air promotions, there is a limit of one entry per contest or sweepstakes per person; any person submitting more than one entry per contest or sweepstakes may be disqualified.

Winners will be drawn at random from all eligible entries unless detailed in a specific sweepstakes rules addendum. Station is not responsible for problems accessing the Station website or Facebook and Instagram page, for problems sending a text, technical or atmospheric conditions that disrupt the completion of a website or text entry, or any other problems which may or may not result from station sweepstakes and contests. 98.9 KPNW will not be responsible for incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or sponsor. In the event of a dispute, all email entries will be deemed to have been submitted by the owner of the email account from which they were sent. For these purposes, an email account holder shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such email account. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by 98.9 KPNW in its sole, reasonable discretion, and 98.9 KPNW reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the sweepstakes.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect a webcast listener's ability to participate in any contest or sweepstakes. Station will not accept collect calls. Station is not responsible for telephone line unavailability, busy signals on the sweepstakes or contest line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems or human error which may or may not result from any sweepstakes or contest.

## 2. HOW WINNERS ARE CHOSEN AND NOTIFIED:

The criteria and process for selecting winners will typically be stated on a website or Facebook/Instagram page, and periodically in on-air promotions. Unless otherwise stated, winners will be notified by e-mail, social media DM, and/or phone. 98.9 KPNW is not responsible if the winner is unable to be notified via the e-mail address or social account submitted to enter the sweepstakes or contest.

## 3. PRIZES:

Prizes are not transferable or exchangeable and must be taken in their entirety. The number of winners, the specific prizes to be awarded, and the values of prizes will typically be stated on the websites and may be periodically included in on-air promotions. Odds of winning will typically be dependent upon the number of eligible entries received. The winner is responsible for all state, local and income taxes due as a result of his or her accepting a prize, even if the winner does not use the prize/trip, he/she will be responsible for the applicable taxes. An IRS Form 1099 may be submitted to applicable taxing authorities. No part of a prize may be sold or bartered on eBay, Craigslist or similar third party site. No cash or other substitution allowed by 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. Seat locations are at Sponsor's sole discretion. Winner will look solely to the manufacturer and/or the end supplier for good and services for all warranty and liability claims.

#### 4. CLAIMING A PRIZE:

Upon winner verification, the winners, as determined solely by Sponsor, be told how they will receive their prize as follows: (1) as a condition of being named an official winner, unless otherwise stated on the station website or as explained by our on-air talent, each winner's prize will be mailed or emailed to him/her. 98.9 KPNW is not responsible for lost or misdirected mail or email. (2) In the event the winner must claim his/her prize in person, the prize must be claimed at the 98.9 KPNW Studios, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington 98006, during normal business hours (Monday-Friday, 8:30 a.m. to 5:30 p.m.) within thirty (30) days after the day he or she wins or 5 business days before the event (in the case of event tickets), whichever comes first. 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. Each winner must prove he or she is a qualified winner by presenting identification acceptable to 98.9 KPNW (e.g., state drivers 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. Winners may also be required to complete and sign a liability release prior to and as a condition of receiving a prize, at sponsor's sole discretion. All unclaimed prizes remain the property of station. All required paperwork must be received within 30 days of winning or 5 business days before the event, whichever comes first.

#### 5. ELIGIBILITY:

Unless otherwise specified, individuals must be 18 years or older and residents of Washington State or Oregon State to be eligible to enter or win prizes in 98.9 KPNW sweepstakes and contests unless otherwise specified by the Station for a specific sweepstakes or contest. Subject to state laws, you are not eligible to enter our sweepstakes and contests if you or a member of your immediate family works for Hubbard Radio Seattle, LLC, Hubbard Radio, LLC, any contest sponsor, any local radio or television station in the Seattle-Tacoma area, or any of these companies' parent or related companies, subsidiaries, affiliates, or advertising agencies. **Any person or persons Sponsor has affirmatively blocked from contacting Sponsor or participating in Sponsor's promotions for any reason in Sponsor's sole discretion, are also not eligible to enter or win.**

PLEASE NOTE THE FOLLOWING RESTRICTIONS: In order to be eligible to win a prize in any Station contest or sweepstakes, you and/or members of your household cannot have won any a prize or combination of prizes with a total stated value of \$1,000.00 or more from 98.9 KPNW within 30 days prior to the awarding of a prize to you in a sweepstakes or contest. These restrictions apply even if you reject the prize. Prizes valued \$20.00 or less, ie: movie premiere passes and single DVD prizes do not count towards this restriction. All sweepstakes and contests are void where prohibited or otherwise restricted by law.

#### 6. CONTEST OR SWEEPSTAKES DEADLINES:

Contest and sweepstakes deadlines will typically be stated on the station website and may be periodically included in on-air promotions. 98.9 KPNW is not responsible for lost, late, misdirected, undeliverable, incomplete or illegible entries.

#### 7. RELEASE; CONSENT TO USE LIKENESS, VOICE AND ADDRESS:

By participating in a sweepstakes or contest, you: (a) agree to release and indemnify Hubbard Radio Seattle, LLC, Hubbard Radio, LLC and any contest or sweepstakes sponsor or prize providers (including their officers, directors, employees, subsidiaries, affiliates, and parent or related companies) from and against any and all liability, claims, damages and actions arising directly or indirectly out of or sustained in connection with the conduct of the sweepstakes or contest, and the awarding, acceptance or use of any prize(s); and (b) consent to the use by 98.9 KPNW, for promotional purposes only, of your entry, your likeness, your voice, and/or your address (city and state) without any additional compensation.

#### 8. WINNER LIST:

Upon request, the station will provide you a list of winner(s) (name(s) only) from each of its sweepstakes or contests for winners winning prizes over \$25.00 in value. In order to request such a list, please send a separate self-addressed, stamped envelope before the last day of the calendar month in which the prize is awarded to: Winners List, Hubbard Radio, ATTN: 98.9 KPNW Promotions, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington 98006. Requests for different sweepstakes or contests must be submitted separately. Each request must identify the specific the sweepstakes or contest about which the inquiry relates; inquiries not containing this information will not receive a response.

#### 9. MISCELLANEOUS:

Decisions of 98.9 KPNW concerning any and all matters with respect to station sweepstakes or contests shall be final. 98.9 KPNW reserves the right to change its contest and sweepstakes rules, including these standard terms and conditions, without notice. These standard terms and conditions may be changed or supplemented by contest-specific rules. If there's a discrepancy between these standard terms and conditions and any contest-specific or sweepstakes-specific rules that we may develop, the contest-specific and sweepstakes-specific rules shall prevail.

98.9 KPNW reserves the right to change the prize values at any time, or to substitute prizes of comparable value.

98.9 KPNW is not responsible for printing errors in the sweepstakes or contest materials, these rules, or any contest-specific rules that we may implement. By entering our sweepstakes or contests, each contestant agrees to be bound by, and comply with, all official rules governing the sweepstakes or contest, including these standards terms and conditions or any contest-specific and sweepstakes-specific rules we may implement. Some sweepstakes or contest prizes may be shared by the winner, or allow someone to accompany or share in the prize with the winner. A pair of concert tickets would be an example of this. For such prizes, by accompanying a winner or sharing in the prize with a winner, any winner's guest(s) or accompanying party(ies) agree(s) to be bound by all official rules governing the sweepstakes or contest, including these standards terms and conditions or any sweepstakes-specific or contest-specific rules we may implement.

If the sweepstakes or contest is judged by 98.9 KPNW, all judges' decisions are final. 98.9 KPNW has the right to make changes in order to protect the integrity of the station. 98.9 KPNW reserves the right to discontinue any sweepstakes or contest at any time.

98.9 KPNW is not responsible for prize event, performance or concert cancellations or re-scheduling. Winner will look solely to the promoter, sponsor or client for prize fulfillment.

In the event a promoter cancels a show or is not able to deliver a backstage tour, meet & greet or soundcheck party, 98.9 KPNW will not be held responsible to deliver this part of the prize package nor will there be a substitution of prize.

98.9 KPNW, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this sweepstakes, and refuse to award the Prize, if participant engages in any conduct 98.9 KPNW deems to be improper, unfair or otherwise adverse to the operation of the sweepstakes or detrimental to other entrants of the sweepstakes. Such improper conduct includes, without limitation, falsifying personal information required during registration or prize claim, violating any term or condition stated herein, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use entrant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this sweepstakes. Participants agree that 98.9 KPNW may void any part of the Prize that participant may have won and/or require the return of any part of the Prize that participant may have won as a result of such improper conduct. Participant further acknowledges that any forfeiture of the Prize and/or return of the Prize shall in no way prevent 98.9 KPNW from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE SWEEPSTAKES ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of show, scheduling changes or any other causes which 98.9 KPNW, in its sole opinion believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this sweepstakes, 98.9 KPNW reserves the right at its sole discretion to cancel, terminate, modify or suspend this sweepstakes and select the Prize winner from entries received prior to the action taken or in such other manner as 98.9 KPNW may deem fair and appropriate.