**98.9 KPNW Melissa Etheridge and Jewel Words that Win**

**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: 98.9 KPNW Melissa Etheridge and Jewel Words that Win Sweepstakes (the

"Sweepstakes") is open to listeners 18 years or older and residents of Washington and Oregon State. Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of

Hubbard Radio Seattle, LLC and its station 98.9 KPNW, 3650 131st Avenue S.E., Suite

550, Bellevue, Washington, 98006 (“Sponsor”), 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 around 12:00:00 AM Pacific Time (“PT”) on

January 16th, 2024 and ends at 11:59:00 PM PT on January 21st, 2024 (the "Sweepstakes

Period").

3. How to Enter: To enter, log on to the 98.9 KPNW app or website daily to enter the Words that Win up to 5 times per day during the sweepstakes period. Listener must be a registered user to enter.

4. How to Become the Grand Prize Winner: On January 22nd, 2024, Sponsor will

randomly select one (1) Grand Prize winner. Odds of becoming the Grand Prize winner

depend on the number of eligible entries received during the Sweepstakes Period.

Sponsor will contact the potential winner by telephone, email or push notification on the

date of the random drawing. In the event Sponsor is unable to reach a potential winner

after two (2) attempts, that potential Grand Prize winner forfeits his or her right to the

Grand Prize, and an alternate may be selected, time permitting.

5. Prizes and Approximate Retail Values (“ARVs”) – One (1) Grand Prize – Two (2) tickets to Melissa Etheridge and Jewel at Marymoor Park on July 17th and two Marymoor Live Basecamp Premium Upgrades. The estimated retail value is $400 for a pair of tickets and a pair of premium upgrades. The actual value of the prize may vary depending on ticket rates. Any difference between the approximate retail value and the actual cost of each ticket will not be awarded. Sponsor is not responsible for lost tickets, or for any concert that is postponed or cancelled for any reason. 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. Tickets cannot be sold on eBay, Craigslist or other third party site. The prize is non-assignable and non-transferable and

not redeemable for cash. Sponsor may substitute the prize for one of equal or greater

value for any or no reason. 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.

6. Claiming the Prize: Upon winner verification, as a condition of being named the

official Grand Prize winner, the potential winner must claim his/her prize

within 30 days of winner verification. Failure to comply with any deadline set forth in

these official rules shall be deemed to be the winner’s forfeiture of his or her right to

claim the Grand Prize. If required by Sponsor, a winner must prove he or she is a qualified winner

by presenting identification acceptable to Sponsor (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 Grand Prize will not be awarded. Any unclaimed

prize remains 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 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.

12. Official Rules/Winners’ List: For a copy of these Official Rules, see the Website

13. Sponsor: Hubbard Radio Seattle, LLC and its station 98.9 KPNW, 3650 131st Avenue

S.E., Suite 550, Bellevue, Washington, 98006.