

## **98.9 KPNW Lizzy McAlpine Tap The App 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 98.9 KPNW Day In Day Out Tap The App Sweepstakes (the "Sweepstakes") is open to listeners 18 years or older and residents of Washington and Oregon. 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 at 012:00:01 AM Pacific Time ("PT") on February 21st, 2024 and ends at 11:59:59 PM PT on March 3rd, 2024 (the "Sweepstakes Period").

**3. How to Enter:** To enter, listen to 98.9 KPNW during the Sweepstakes Period through the 98.9 KPNW App or Website Stream Player (collectively, the "98.9 KPNW App"), and every day that you stream/listen to 98.9 KPNW through the 98.9 KPNW App, you may tap one (1) entry into the Day In Day Out Tap The App Sweepstakes. Limit one (1) entry per person

per day regardless of how long the person streams/listens each day through the 98.9 KPNW app. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified at Sponsor's sole discretion.

**4. How to Become the Grand Prize Winner:** On March 4th, 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. Prize and Approximate Retail Value (ARV) –** One (1) Grand Prize – Two (2) Tickets to Lizzy McAlpine at WAMU Theatre on May 11<sup>th</sup>. ARV: \$120. 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 an 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 a 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 until April 3rd, 2024. For the name of the Prize winner, send a self-addressed stamped envelope by March 18th to: 98.9 KPNW Lizzy McAlpine The App Sweepstakes Winner, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington, 98006.

**13. Sponsor:** Hubbard Radio Seattle, LLC and its station 98.9 KPNW, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington, 98006.