

100.7 KSLX “Seagram’s Spiked Concert Giveaway” Sweepstakes – Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. **Eligibility:** The 100.7 KSLX Seagram's Spiked Concert Giveaway Sweepstakes (the “Sweepstakes”) is open only to individuals who are at the time of entry are at least twenty-one (21) years old and: (i) a permanent resident of Arizona; (ii) currently stationed at a military installation in Arizona; or (iii) a valid full-time student registered to attend on campus at a college, university or educational institution within the State of Arizona. Void outside of Arizona, and where prohibited by law. No purchase is necessary to enter the Sweepstakes. Employees of Hubbard Radio Phoenix, LLC and its stations 100.7 KSLX, 1100 North 52nd Street, Phoenix, Arizona, 85008 (the “Sponsor”), Crescent Crown Distributing (the “Promotional Participant”), and Hubbard Radio, LLC, (collectively, with the Sponsor and Promotional Participant, the “Released Parties”), any radio, television or other media companies located in the Phoenix area, 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 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. **When to Enter:** The Sweepstakes will run from July 1, 2022, at 12:00:00 AM Mountain Time (“MT”), through July 31, 2022 at 11:59:59 PM MT (“Sweepstakes Period”).
3. **How to Enter:** There are three (3) ways to enter for a chance to win:
 - i) **Text Keyword:** To enter via the text message method of entry, listeners must text the keyword “SPIKED” to **28082**. After you send the text message, you will receive a confirmation text validating one (1) entry into the random drawing. You will be charged for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Your standard text and data rates may apply. Each wireless carrier's rate plan may vary, and entrant should contact their wireless carrier for information on text messaging rate plans and charges relating to your participating in the Sweepstakes. Limit one (1) text message entry per person per day.

OR

(ii) Online: To enter via the online method of entry, during the Sweepstakes Period, listeners must visit www.kslx.com, find the Contest page to find the Sweepstakes entry form. Once there, complete and submit the online entry form to receive one (1) entry into the random drawing. All entries must be received by 11:59:59 PM MT on July 31, 2022 to be eligible for the random drawing. Limit of one (1) online entry per eligible entrant per day.

OR

(iii) QR Code: To enter the QR Code method of entry, listeners can visit a participating Circle K store during the Sweepstakes Period where you can find signage featuring the Sweepstakes where you can find and scan the QR Code to enter the Sweepstakes. Once you scan the QR Code, you will receive a link to the online official entry form where you will complete and submit the form to receive one (1) entry into the Sweepstakes random drawing. Limit one QR Code entry per person per day.

Sponsor is not responsible for telephone line unavailability, busy signals on the Sweepstakes line, operator interference, 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. 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. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

4. How to Win: Then, on or about August 1, 2022, Sponsor will randomly select one (1) Grand Prize winner via a random drawing from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depends on the number of eligible entries received during the Sweepstakes Period. The potential

Grand Prize winner will be notified by phone on or about the day of the random drawing. Sponsor will make up to two (2) attempts to reach the Grand Prize winner. In the event Sponsor is unable to reach a potential winner after two (2) attempts, he/she will forfeit his right to be a winner, and that Grand Prize will be awarded to an alternate winner, time permitting.

5. How to Claim a Prize: In order to collect the Grand Prize, the potential Grand Prize winner must provide his or her mailing address to Sponsor in the timeframe set forth by Sponsor. Upon receipt of the mailing address, Sponsor will mail the Grand Prize to that winner. In the event the potential Grand Prize winner fails to verify their address within the timeframe provided by Sponsor, he or she will forfeit his or her right to the Prize. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. All unclaimed or returned prizes remain the property of Sponsor.

6. Prize and Approximate Retail Value ("ARV"): One (1) Grand Prize – Two (2) Tickets to Billy Idol at Celebrity Theatre on August 12, 2022; a \$250 Tarbells Gift Card, and a \$100.00 Sponsor-specified gift card for transportation expenses. ARV: \$450.00. Gift cards are subject to the terms, conditions and restrictions as printed on the card. Seat location is at Sponsor's sole discretion. Tickets may not be exchanged for any other show. Tickets may not be sold on Craigslist, eBay or any other third party site. Sponsor is not responsible if concert that is postponed, delayed or cancelled for any reason. Winner and his/her guest acknowledge and agree that if any alcohol is consumed by the winner and his/her guests, such alcohol consumption is at the sole discretion of the winner and his/her guest and the sponsors are not responsible for any cost or circumstances resulting from such alcohol purchases/consumption.

The winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Sponsor reserves the right to substitute a prize or portion thereof for one of equal or greater value if the specific prize or any element thereof is not available at the time of the awarding of the prize. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Prizes are non-transferable and no prize substitution allowed, except at sponsor's sole discretion or as provided herein. Prize consists of only those items specifically listed as part of the prize. Prize may not be substituted by winner, but Sponsor may substitute a prize, or portion thereof, for one of equal or greater value. Prizes are non-transferable. The Grand Prize winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize, at Sponsor's sole discretion.

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.

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 Arizona; (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 Arizona, without giving effect to any choice of law or conflict of law rules (whether of State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.

12. Official Rules/Winner's List: For a copy of these Official Rules, see the Website until August 31, 2022.

13. Sponsor: Hubbard Radio Phoenix, LLC and its station KSLX 100.7, 1100 North 52nd Street, Phoenix, Arizona 85008.