

100.7 KSLX – “ALBUM MADNESS” SWEEPSTAKES 2023

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 100.7 KSLX – Album Madness 2023 Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 years or older and a permanent residence in Arizona, stationed at a military installation or be a valid full-time student registered at a campus, university or educational institution within the same area. Void outside of Arizona, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio Phoenix, LLC and its station 100.7 KSLX, 1100 North 52nd Street, Phoenix, Arizona 85008 (the "Sponsor"), Universal Solar Direct ("Promotional Participant"), or Hubbard Radio, LLC, (collectively with 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. **Sweepstakes Period:** The Sweepstakes begins at or about 5:00 AM Mountain Standard Time ("MST") on March 13, 2023 and ends at 11:59:59 PM MST on April 4, 2023 (the "Sweepstakes Period"). The Sweepstakes Period will be broken out into six (6) separate voting rounds (each, a "Round"), as follows:

Round 1 starts at 5:00 AM MST on 3/13/23 and ends at 11:59:59 PM MST on 3/17/23
Round 2 starts at 12:00:00 AM MST on 3/18/23 and ends at 11:59:59 PM MST on 3/29/23
Round 3 starts at 12:00:00 AM MST on 3/20/23 and ends at 11:59:59 PM MST on 3/24/23
Round 4 starts at 12:00:00 AM MST on 3/27/23 and ends at 11:59:59 PM MST on 4/1/23
Round 5 starts at 12:00:00 AM MST on 4/2/23 and ends at 11:59:59 PM MST on 4/3/23
Round 6 starts at 12:00:00 AM MST on 4/2/23 and ends at 11:59:59 PM MST on 4/3/23
3. **How to Enter:** There are two (2) ways to enter for a chance to win the Grand Prize:
 - (i) Website Entry: To enter via the website method of entry, listeners must visit the KSLX 100.7 website at ("Website") during any Round. Then, find the Album Madness mention on the Website during the Sweepstakes Period to

cast your vote for your favorite classic rock album from among all albums listed in the bracket on the Website (“Vote”). Upon casting your Vote, you can then find, complete and submit the online entry form to receive one (1) entry into the Grand Prize random drawing. All website entries must be received by 11:59:59 PM MST on the last day of each Round, or by 11:59:59 PM MST on April 3, 2023 for the final Round, to be eligible for the random drawing.

OR

- (ii) **Facebook Entry:** To enter via the Facebook method of entry, listeners must visit the KSLX 100.7 Facebook page at www.facebook.com/1007KSLX (“Facebook Page”). Then, find the Album Madness post on the Facebook Page during each Round to cast your vote for your favorite classic rock album from among all albums listed in the bracket on the Website (“Vote”). Upon casting your Vote, you can then find, complete and submit the Facebook entry form to receive one (1) entry into the Grand Prize random drawing. All Facebook entries must be received by 11:59:59 PM MST on the last day of each Round, or by 11:59:59 PM MST on April 3, 2023, for the final Round, to be eligible for the random drawing.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing the information to Sponsor, and not to Facebook.

Limit one (1) entry per person per Round for a total of six (6) entries during the entire Sweepstakes Period, regardless of the method of entry. 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. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different addresses, identities or registrations, or any other methods will void that entrant’s entries and that entrant may be disqualified. 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. **Random Drawing:** One (1) Grand Prize winner will be selected via a random drawing to be conducted by Sponsor on or about April 5, 2022, from among all eligible online entries received during the entire Sweepstakes Period. Decisions of Sponsor are final and binding. Odds of being the Grand Prize winner via the online method of entry depend on the number of eligible entries that are received during the entire Sweepstakes Period. The potential Grand Prize winner will be notified by Sponsor via email or telephone on or about the day of the random drawing. Failure to respond to the winner notification within **two (2) days** will be deemed forfeiture of the Grand Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email message notifications that are undeliverable or not received, or voicemail messages not received.
5. **Prize and Approximate Retail Value ("ARV") - One (1) Grand Prizes** - A \$500.00 Sponsor-specified Gift Card. ARV: \$500.00. Gift card(s) is subject to the terms, conditions and restrictions as printed on the card. The prize consists of only those items specifically listed as part of the prize. Prize is not redeemable for cash. Prizes are not transferrable and non-assignable and may not be substituted by Winner. Sponsor may substitute the prize or portion thereof for one of equal or greater value at Sponsor's sole discretion.

The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Grand Prize winners and their guest will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. The Grand Prize winner must complete a W9 tax form. 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.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, the potential Grand Prize winner must claim his/her prize in person at the KSLX 100.7 Studios at 1100 North 52nd Street, Phoenix Arizona 85008 during regular business hours (9:00 a.m. - 5:00 p.m.; Monday - Friday) **within thirty (30) days** of being notified as the winner. 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 (e.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 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, or the names of the Prize winners, send a self-addressed stamped envelope by April 10, 2023 to: 100.7 KSLX Album Madness 2022 Sweepstakes Winners/Rules (designate which), 1100 North 52nd Street, Phoenix, Arizona 85008.
13. **Sponsor:** Hubbard Radio Phoenix, LLC and its station 100.7 KSLX, 1100 North 52nd Street, Phoenix, Arizona 85008.