

Hubbard Radio Phoenix: "Desert Diamond Casino West Valley Basketball Blitz"
Sweepstakes – Official Rules

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

1. Eligibility: The Desert Diamond Casino West Valley Basketball Blitz Sweepstakes (the "Sweepstakes") is open only to individuals who are at the time of entry are at least eighteen (18) 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 98KUPD, KSLX, and KDUS 1060, 1100 North 52nd Street, Phoenix, Arizona, 85008 (the "Sponsor"), Desert Diamond Casino (collectively, 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 from March 13, 2023, at 12:00:00 AM Pacific Time ("PT"), through March 26th, 2023 at 11:59:59 PM PT ("Sweepstakes Period").

3. How to Enter: To enter, visit www.kdus1060.com/basketballblitz, or www.kslx.com/basketballblitz or www.98kupd.com/basketballblitz, find the Sweepstakes mention, then find, complete and submit the online entry form, which includes selecting the team you think will win the championship in the 2022 NCAA Men's College Basketball Tournament, you will receive a chance to have one (1) entry into the Sweepstakes random drawing. All guesses must be submitted by 11:59:59 PM PT on Sunday, April 3rd, 2022 to be eligible for a chance to be included in the random drawing. **Limit: one (1) entry per person** during the entire Sweepstakes Period, regardless of the method of entry. Anyone attempting to get more than one (1) may be disqualified from the entire Sweepstakes at Sponsor's sole discretion.

Limit: one (1) entry per person per day during the Sweepstakes Period. Anyone attempting to get more than one (1) entry per day method of entry may be disqualified from the entire Sweepstakes at Sponsor's sole discretion.

4. Random Drawing: One (1) Grand Prize winner will be selected via a random drawing that will be conducted on or about Monday, March 27th, 2023, from among all eligible entries who correctly guessed the winning championship team of the 2022 NCAA Men's College Basketball Tournament. **ONLY ENTRIES THAT CONTAINED THE CORRECT WINNING TEAM WILL BE INCLUDED IN THE RANDOM DRAWING.** Sponsor will conduct the random drawing. Decisions of Sponsor are final and binding. Odds of winning depend on the number of entries that included the correct guess were received during the Sweepstakes Period.

4. Prize and Approximate Retail Value ("ARV"): One (1) Grand Prize – \$2,000.00, awarded in the form of a check to the winner. ARV: \$2,000.00. A 1099 form will be submitted to all appropriate taxing authorities. All local, state and federal taxes on the prize are the sole responsibility of the winner. Prize is non-transferrable, and not substitutable. Sponsor may substitute the prize, or portion thereof, for one of equal or greater value at Sponsor's sole discretion for any reason. Grand Prize winner will be required to sign a liability and/or publicity release and a W9 tax form (collectively, "Prize Release") prior to issuance of a prize. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

5. How to Claim a Grand Prize: Upon Grand Prize winner verification, **as a condition of being named the official Grand Prize winner**, the potential Grand Prize winner must sign and return the Release Forms to the Station via email or mail within **ten (10) days** of receiving the Release Forms, or prize may be forfeited at Sponsor's sole discretion. Upon receipt of the Release Forms, Sponsor will mail the check out to the Grand Prize winner. Allow 4 to 6 weeks for mailing of prize.

6. 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 a 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.

7. 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.

8. 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.

9. 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.

10. Disputes/Governing Law: Except where prohibited, entrants 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.

11. Official Rules/Winner's List: For a copy of these Official Rules, or the name of the Grand Prize winner, send a self-addressed stamped envelope by April 26, 2023 to: /the Desert Diamond Casino West Valley Basketball Blitz Winner, 1100 North 52nd Street, Phoenix, Arizona 85008.

12. Sponsor: Hubbard Radio Phoenix, LLC and its stations 98 KUPD, KSLX and KDUS 1060, 1100 North 52nd Street, Phoenix, Arizona 85008.