

WIL-FM and 101ESPN – “Spring Training Giveaway” 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 WIL and 101ESPN Spring Training Giveaway (the "Sweepstakes") is open only to listeners who are 21 years or older and residents of Missouri or Illinois. In order to be eligible to win a prize in this Sweepstakes, you cannot have won any prize within thirty (30) days prior to the awarding of a prize to you in this Sweepstakes from any Hubbard Radio St. Louis station (WIL 92.3, 106.5 The Arch, and 101ESPN). These restrictions apply even if you reject the prize. Void outside of MO and IL, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio St. Louis, LLC and its station 92.3 WIL-FM, 11647 Olive Blvd., Creve Coeur, MO 63141 (the "Sponsor"), Hubbard Radio, LLC, (collectively, with Sponsor and Promotional Participant, the "Released Parties"), any radio, television or other media companies located in the St. Louis 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 3:00 PM Central Time ("CT") and ends at or about 7:00 PM CT on February 20, 2017 (the "Sweepstakes Period") during the Fast Lane Broadcast & Bud and Broadway remote at Hidden Valley Ski Area located at 17409 Hidden Valley Dr, Eureka, MO 63025 ("Event").
 - 1. How to Enter:** To enter, during the Sweepstakes Period at the Event, visit the broadcast area to find and hand complete the official entry form, and submit the completed form in the receptacle at the Event. All entries must be deposited in the receptacle by 7:00 PM CT on February 20, 2017 to be eligible for the random drawing. Limit one (1) entry per person during the Sweepstakes Period. Sponsor is not responsible for lost, late, illegible, stolen, misdirected or destroyed entries. Any attempt by any participant to enter by using multiple/different identities may disqualify that participant from winning any prize, at the sole discretion of Sponsor.
 - 2. How to Win the Grand Prize:** Then, at or about 7:01 PM CT on February 20, 2017, Sponsor will randomly select one (1) Grand Prize winner from among all eligible entries received. Odds of becoming the Grand Prize winner depend on the number of eligible entries are received during the Sweepstakes Period. The Grand Prize winner will be announced at the Event, and will also be notified by telephone. If the potential Grand Prize winner does not answer the first time, the Sponsor will call a second time **within 5 minutes**. If that potential Grand Prize does not answer the second time, he/she forfeits his/her right to the Grand Prize and an alternate potential Grand Prize winner will be selected and notified by telephone. If that alternate potential Grand Prize winner does not answer the first time, the Sponsor will call a second time **within 5 minutes**. If that potential alternate Grand Prize winner does not answer the second time, he/she forfeits his/her right to the Grand Prize and a second alternate potential Grand Prize winner will be selected and notified by telephone. This process will continue until a potential Grand Prize winner is reached.
 - 3. Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize –** A trip for two (2) to West Palm Beach or Fort Lauderdale, FL from St. Louis. Trip includes: roundtrip coach airfare

to either Fort Lauderdale or West Palm Beach, FL from St. Louis for two (2) people, two (2) nights hotel accommodations at Holiday Inn Express in North Palm Beach, and a compact size car rental (**please note:** driver must be at least 25 years old to avoid additional “younger driver” fee, which winner is solely responsible if under the age 25), and two (2) field box tickets to the spring training game featuring the St. Louis Cardinals v Washington Nationals at Roger Dean Stadium on March 4, 2017 at 1:05 PM ET. **Trip must be taken March 3-5, 2017** or will be forfeited and go unawarded. ARV: \$1,800.00.

Winner is solely responsible for all fuel charges and fees for the rental car and will be required to enter into a separate car rental agreement with the car rental company as a condition of receiving the car rental as part of the prize. Based on vehicle availability. Full insurance coverage (liability and comprehensive), a valid drivers’ license, and valid credit card are all required as a condition of the ability to receive the car rental portion of the prize. The prize will be awarded only if the potential winner fully complies with these Official Rules. Prize consists of only those items specifically listed as part of the prize. No cash or other substitution allowed by winner except 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. All local, state, and federal taxes on the Prize are winner’s sole responsibility. Winner must travel on dates specified by Sponsor or prize will be forfeited. Taxes and fees are subject to change upon notice from Sponsor and are nonrefundable. Winner is responsible for charges incurred for winner name changes or trip cancellations. Winner and guest must travel on the same itinerary. Trip is nontransferable. Additional air carrier baggage charges are the responsibility of the traveling passenger. Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the traveling passenger. If the winner and his/her guest miss the initial flight as scheduled to Ft. Lauderdale, the winner will forfeit the prize. If the winner and/or his/her guests are not present for the return flight, he/she is solely responsible for his/her return flight to St. Louis. Guest must be at least 21 years of age or older and will be required, along with the Grand Prize winner, to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize. 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. Seat locations at game are at Sponsor’s sole discretion. Any guest must be at least 21 years of age or older. Parking is not included as part of any prize. The Grand Prize winner and his/her guest acknowledge and agree that if any alcohol is consumed by the winner and his/her guest, 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. No responsibility is assumed by the Sponsor if the game is delayed, rescheduled, postponed or cancelled in whole or in part for any reason whatsoever, including, without limitation, any force majeure event such as hurricane, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, insurrection or terrorist threat. In the event of such cancellation, the Sponsor shall have no further liability or obligation to the winner and his/her guest. The spring training game tickets are subject to the terms, conditions and restrictions as printed on the tickets. The prizes are non-assignable and non-transferable. No prize can be resold on eBay, Craigslist and other entities of the like. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason.

4. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at the Station at 11647 Olive Blvd., St. Louis, MO 63141, during normal business hours (8:30 a.m. – 5:30 PM CT, M-F) **within 48 hours of winner notification and verification**. During winner verification, the winner must also provide the guest’s name and contact information (including but not limited to their date of birth). The winner must prove he or she is a qualified winner by presenting acceptable identification (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 prize will not be awarded. All unclaimed or returned prizes remain the property of Sponsor.

5. **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 (including a recording of the winner's telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.
6. **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 prizes 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.
7. **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.

8. **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 Missouri; (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 Missouri without giving effect to any choice of law or conflict of law rules (whether of State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.
9. **Sweepstakes Winners/Official Rules:** For a copy of these official rules, or the names of the Sweepstakes winner (available after February 20, 2017), send a hand-printed, self-addressed, stamped envelope by February 27, 2017 to: Winners List/Official Rules (designate which), WIL-FM and 101ESPN's Spring Training Giveaway Sweepstakes, 11647 Olive Blvd., St. Louis, MO 63141.
10. **Sponsor:** Hubbard Radio St. Louis, LLC and its stations WIL-FM and 101ESPN, 11647 Olive Blvd., St. Louis, MO 63141.