

**ALT AZ 93.3 – “Summer of Fun Plus One” with Deep Eddy Vodka 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 ALT AZ 93.3 –“Summer of Fun Plus One” with Deep Eddy Vodka Sweepstakes (the "Sweepstakes") is open only to listeners who are 21 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 ALT AZ 93.3, 1100 North 52nd Street, Phoenix, Arizona 85008 (the "Sponsor"), Heaven Hill Distilleries, Inc. (the “Promotional Participants”), Hubbard Radio, LLC, (collectively with Sponsor and Promotional Participants, 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 on August 17, 2020, at or about 12:00:00 AM Mountain Time ("MT") and ends on September 7, 2020 at or about 11:59:59 PM MT (the "Sweepstakes Period").
3. **How to Enter.** There are two (2) ways to enter:
 - (i) **On-Air Keyword Text:** To enter via this method of entry, listeners must text the keyword “DEEP” (“Keyword”) during the Sweepstakes Period to **68683**. Upon texting the correct Keyword, you will automatically receive one (1) entry into the random drawing (a “Text Entry” or “Entry”), along with a bounce-back text coupon. All Text Entries must be received by 11:59:59 PM MT on the September 7, 2020 to be entered into the random drawing. Any entry that doesn’t contain the correct Keyword, or that is sent after 11:59:59 PM MT on September 7, 2020 will be disqualified and will not be eligible for the random drawing.

Text message and data rates may apply. In the event of a dispute regarding the identity of the person submitting a mobile text entry, the entry will be deemed to be submitted by the person in whose name the mobile number is registered. The entrant

may be required to provide evidence that the entrant is the authorized account holder of the mobile number associated with the winning entry and complete an affidavit and any applicable release. Limit one (1) entry per person via the text method of entry.

- (ii) **Listening Rewards – ALT AZ App Method of Entry:** To enter via the mobile app method of entry, listeners must register on the ALT AZ 93.3 Stream Player at www.altaz933.com (“Website”) or on their respective mobile device. Once registered, listen to ALT AZ 93.3 for 20 hours per week during each Entry Period to be eligible to enter from during the applicable Entry Period, and receive one (1) entry into the random drawing. A week begins each Friday at 12:00:00 AM MT (except the first week which begins on Monday 7/13) and ends on Thursday at 11:59:59 PM, To enter without listening for the required all-time listening hours each week, email your complete name, street address, city, state, zip code, email address and telephone number in the body of the email, and put Summer of Fun with Deep Eddy in the subject line and email to: contest@altaz933.com, to be received by 11:59:59 PM MT on September 7, 2020. Sponsor is not responsible for lost, late, delayed, incomplete or returned emails.

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. **How Winner is Chosen:** One (1) Grand Prize winner will be selected via a random drawing, to be held on or about September 8, 2020, by Sponsor from among all eligible entries received. The potential Grand Prize winner will be notified by text message, telephone or email on the day of the random drawing. Sponsor will make up to **two (2) attempts** to reach the potential Grand Prize winner. If Sponsor is unable to reach the

potential Grand Prize winner after two (2) attempts, that potential winner will forfeit his/her right to the prize, and an alternate winner may be randomly selected, time permitting, at Sponsor's sole discretion. Odds of becoming the Grand Prize winner depend on the number of eligible entries received. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received.

6. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize** – A \$100.00 Sponsor-specified Gift Card and a Deep Eddy Prize Pack. ARV: \$400.00. Gift cards are subject to the terms, conditions and restrictions as printed on the gift card.

The winners 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. Winners are 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. Prizes may not be substituted by winner. The Prize winners may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize, at Sponsor's sole discretion. A 1099 form may be submitted to all appropriate taxing authorities.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, the potential winners must claim his/her prize in person at the ALT AZ 93.3 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 named a 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 a 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 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 Grand Prize winner, send a self-addressed stamped envelope by September 15, 2020 to: ALT AZ Summer of Fun Plus One" Sweepstakes Winner, 1100 North 52nd Street, Phoenix, Arizona 85008.
13. **Sponsor:** Hubbard Radio Phoenix, LLC and its station ALT AZ 93.3, 1100 North 52nd Street, Phoenix, Arizona 85008.