

ATL AZ 93.3 -IN OR ALT 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 - In or ALT 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"), Vizzy Hard Seltzer, Prestige Billiards (collectively, the "Promotional Participants"), or 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 September 28, 2020, at or about 11:00:00 AM Mountain Time ("PST") and ends on October 15, 2020 at or about 5:00:00 PM PT (the "Sweepstakes Period").
- 3. How to Enter.** To enter, listeners must listen to ALT AZ 93.3 FM for the *In or ALT* cue-to-call weekdays (Mon-Fri) during the Sweepstakes Period at or about 11:00 AM MT, 1:00 PM MT, 3:00 PM MT, and 5:00 PM MT (each, a "Game Period"). When a listener hears the cue-to-call and is the 10th caller who reaches the Station (pending verification of eligibility) by calling **(480) 712-9393** will play the "In or ALT" game (the "Game") by either choosing to be "In," which means they will take whatever Game Prize was announced during the cue-to-call, or they will risk it all by choosing "ALT" for a chance to win an alternate prize or nothing at all. All ALT prizes (including whether or not it is no prize), for each Game Period are pre-determined randomly by Sponsor prior to each Game Period. Each Game player will also automatically receive one (1) entry into the Grand Prize random drawing, even if they ultimately do not win a Game Prize.

There will be fifty six (56) Game Periods throughout the entire Sweepstakes Period. Odds of being a Game Prize winner during any Game Period depends on the number of listeners calling after the cue-to-call is announced, whether or not the listener chooses "In" or "ALT," and if the listener chooses ALT the odds of receiving a Prize are 1:50. By calling into the station to attempt to become a Prize winner, each listener understands and agrees to allow the call to be recorded and/or aired on the Station.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Sweepstakes. Sponsor will not accept collect calls. 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 phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Sweepstakes.

Limit one (1) Game Period play per person during the entire Sweepstakes Period. 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.

4. **How Grand Prize Winner Is Chosen** – One (1) potential Grand Prize winner will be selected from among all Game Period players, via a random drawing, to be held on or about October 16, 2020. The potential Grand Prize winner will be notified by phone via the number from his/her entry. If the potential Grand Prize winner whose number is called does not answer his/her phone (i.e., the phone goes to voicemail, they are not understandable, or the number continues to ring without anyone answering), he/she will not become a winner, and an alternate potential winner will be randomly selected from among the remaining Game Period players received. This process will continue until a potential winner whose number is called answers his/her phone. Odds of winning the Grand Prize are 1:4.
5. **Prizes and Approximate Retail Values (“ARV’s”) – One (1) Grand Prizes** – A pool table from Prestige Billiards. ARV: \$4,999.00. **Fifty-six (56) Game Prizes** - The Game Prizes available for each Game Period vary and range from items valued at \$25.00 to items valued up to \$4,999.00, and are as specifically announced on-air.

Prizes consist of only those items specifically listed as part of the prize. All prizes are subject to the terms, conditions and restrictions as specifically applicable to that individual Prize, including but not limited to any warranty or guarantee which is limited to the manufacturer’s warranty or guarantee. No prize transfer allowed. Prizes are not substitutable and not redeemable for cash. Sponsor may substitute a prize for one of equal or greater value for any or no reason. Prize winner may be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a Prize. A 1099 form may be submitted to all appropriate taxing authorities. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming the Prizes:** There are two (2) ways a Prize winner may claim his or her prize at Sponsor’s sole option: (1) **In-Studio:** upon winner verification, **as a condition of being named an official winner**, each potential winner 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) business 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 a 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. Sponsor reserves the right to mail any prize to any winner at Sponsor’s sole discretion. If mailed, allow 4-6 weeks for the receipt of the prize, and Sponsor is not responsible for lost, late, stolen, damaged or delayed mailing of any prize; or (2) **By Mail:** In order to collect the Prize by mail, the potential Prize winner must provide his or her mailing address to Sponsor, along with the Prize Release and W9 (if applicable), in the timeframe set forth by Sponsor. Upon receipt of the mailing address, and Prize Release and W9 (if applicable), Sponsor will mail the Prize to that winner. In the event the potential Prize winner fails to verify their address or any required documents 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.
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 October 22, 2020 to: In or ALT Sweepstakes Winners/Rules (designate which), 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.