

## ALT TZ "7-UP Bucks" Sweepstakes – Official Rules

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

1. **When to Enter:** The ALT AZ "7-UP Bucks" Sweepstakes ("Sweepstakes") will run from June 7, 2021, at 7:00:00 AM Mountain Time ("MT"), through August 1, 2021 at 5:10:59 PM MT ("Sweepstakes Period").

2. **How to Enter:** There are three (3) ways to enter:

i) **Call-In:** To enter via this method of entry, eligible listeners must listen to ALT AZ 93.3 for the Sweepstakes cue-to-call at or about 7:07 AM MT, 11:07 AM MT, and 5:07 PM MT each weekday (Mon-Fri) during the Sweepstakes Period ( weeks of July 12<sup>th</sup> & 19<sup>th</sup>, 2021). When a listener hears the cue-to-call, and is the designated caller as announced on-air by the DJ (i.e., 10<sup>th</sup> caller, 7<sup>th</sup> caller, etc.), who reaches the Station by calling (480) 712-9393, he/she will be a First Prize Winner, pending verification of eligibility. There will be three (3) First Prize winners each day and a total of thirty (30) First Prize winners during the entire Sweepstakes Period. Odds of winning via this call-in method of entry depend on the number of eligible entrants that are calling in at the same time after the cue-to-call is announced on-air.

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.

ii) **Scan QR Code:** To enter via this QR Code method of entry, listeners must visit a participating Quick Trip location in Arizona during the Sweepstakes Period, to find the Sweepstakes posters/materials on 7-UP products that feature the QR Code. Once at the location, attendees must obtain and register on the free ALT AZ Stream Player App (the "App") by visiting <http://www.altaz933.com> ("Website"). Once registered, at the location, open the App, visit the Prize Details page, to find and complete the online entry form to receive one (1) entry into the random drawing. All QR Code entries must be received by 11:59:59 PM MT on August 1, 2021 to be eligible for the random drawing.

**How the QR Code Winner is Selected:** Then, on or about August 2, 2021, one (1) Grand Prize winner will be randomly selected from among all eligible entries received during the Sweepstakes Period. Sponsor will notify the potential Grand Prize winner by telephone or email and will make up to **two (2) attempts** to reach the potential Grand Prize winner. In the event Sponsor is unable to reach the potential Grand Prize winner after **two (2) attempts**, he/she will forfeit his/her right to be the Grand Prize winner and to receive the Grand Prize, and an alternate may be selected, time permitting, at Sponsor's sole and absolute discretion. Odds

of winning via this QR Code method of entry depend on the number of eligible entries received during the entire Sweepstakes Period.

**lii) Listening through the ALT AZ 93.3 App:** To enter via the Listening through the ALT AZ 93.3 App method of entry, listen to ALT AZ 93.3 through the Stream Player during the Sweepstakes Period, and for every 7 hours or more you listen through the ALT AZ 93.3 Stream Player in any given week during the Sweepstakes Period (June 21<sup>st</sup>, 2021 through August 1<sup>st</sup>, 2021) , you will be eligible to receive one (1) entry into the Listening Random Drawing. To enter without listening for 7 hours or more per week, email your complete name, email address and telephone number in the body of the email, and put "ALT AZ 93.3 – 7-UP Bucks" in the subject line and email to: info@altaz933.com to be received by 5:10:59 p.m. MT on August 1, 2021. Limit of one (1) email entry per eligible entrant per week. Sponsor is not responsible for lost, late, delayed, incomplete or returned emails.

**How the Listening Winner is Selected:** Then, on or about August 2, 2021, one (1) Grand Prize winner will be randomly selected from among all eligible entries received from the Listening through the ALT AZ 93.3 App method of entry. Sponsor will notify the potential Grand Prize winner by telephone or email and will make up to **two (2) attempts** to reach the potential Grand Prize winner. In the event Sponsor is unable to reach a potential Grand Prize winner after **two (2) attempts**, he/she will forfeit his/her right to be the Grand Prize winner and to receive the Grand Prize, and an alternate may be selected, time permitting, at Sponsor's sole and absolute discretion. Odds of winning the Grand Prize depend on the number of eligible entries received via the Listening through the ALT AZ 93.3 App method of entry during the entire Sweepstakes Period.

4. **How to Claim the Prizes:** Upon winner verification, the potential Prize winners may be required to sign and return a liability and publicity release form and W9 tax form (if applicable) (collectively, the "Release Forms") to the Sponsor 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, if applicable, and/or upon Sponsor verifying winner's address, Sponsor will mail the Prize to the winner. 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.

5. **Eligibility:** The Sweepstakes is open only to individuals who are at the time of entry are at least 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 station 93.3 ALT AZ, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona, 85008 (the "Sponsor"), 7UP, Kalil Bottling Company, Bashas Grocery Stores (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.

6. **Prizes and Approximate Retail Values ("ARVs"):** **Two (2) Grand Prizes** (one from QR Code entries and one from Listening to the App entries) - \$500 Visa Gift Card. ARV: \$500.00 each. **Thirty (30) First Prizes** - \$50.00. ARV: \$50 each. Total ARV of all prizes is \$2,500.00. Gift cards are subject to the terms, conditions and restrictions as printed on the card. All local, state and federal taxes associated with the prize are the winner's sole responsibility. Prizes are non-transferable, not substitutable and not redeemable for cash. Sponsor may substitute the prize for one of equal or greater value for any reason. A 1099 form may be submitted to all appropriate taxing authorities. The prizes consist of only those items specifically listed as part of the prize. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 4 of these Official Rules.

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 name of the Grand Prize winner, send a self-addressed stamped envelope by August 8, 2021 to: ALT AZ 7UP Bucks Winners, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008.

13. **Sponsor:** Hubbard Radio Phoenix, LLC and its station 93.3 ALT AZ 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008.