

B-105 "Win a Trip to Pigeon Forge with B-105 Amanda & Jesse Scavenger Hunt" 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 B-105 Win a Trip to Pigeon Forge with B-105 Amanda & Jesse Scavenger Hunt Sweepstakes (the "Sweepstakes") is open and offered only to legal residents of Indiana, Ohio or Kentucky who are 18 years of age or older. Void where prohibited. Employees and non-employee workers of Hubbard Radio Cincinnati, LLC and its station WUBE B-105 ("Sponsor"), Pigeon Forge Department of Tourism ("Promotional Participant"), Hubbard Radio, LLC, 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 (collectively with Sponsor and Promotional Participant, the "Released Parties") any radio, television or other media companies located in the Cincinnati area, and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Previous winners of contests conducted by the Station must comply with the following time limit before attempting to enter the Contest: Contestants may only win one prize per person at or above \$10,000 every six months unless specified otherwise. Each time limit is measured from the date the winner won their prize in the prior contest. Anyone participating in this Sweepstakes or claiming a prize in this Sweepstakes in violation of these official rules will be disqualified from winning a prize in this Sweepstakes and from participating in any B105 contests or sweepstakes for a period of one (1) year.
- 2. Sweepstakes Period:** The Sweepstakes begins on July 14, 2017 at or about 9:00:00 PM Eastern Time ("ET") and ends on July 24, 2017, at or about 2:00 PM ET (the "Sweepstakes Period").
- 3. How to Enter:** This is a Facebook Live viewing event Sweepstakes and requires entrants to watch Amanda and Jesse's scavenger hunt in Pigeon Forge via the B-105 Facebook page at or about **8:00 AM ET on July 14, 2017** ("Video") in order to enter. Watch the Video, and each time Amanda and Jesse complete an item on their scavenger hunt list, viewers must write down each item. Once Amanda and Jesse have found ALL of the items on their scavenger hunt list, the Sweepstakes will "unlock" and viewers can enter. To enter, visit www.b105.com ("Website") find the Contest tab, and find and complete the Sweepstakes official entry form, including your complete name, email address, and telephone number, along with listing all items Amanda and Jesse found during their scavenger hunt in the Video. Entries must be submitted no later than 2:00 PM ET on July 24, 2017, or will be forfeited. Any entry that does not contain a complete and accurate list of the items Amanda and Jesse found during their scavenger hunt in the Video will be invalid and disqualified. Limit one (1) entry per person during the entire Sweepstakes Period.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email address provided on the entry form is registered to. The entrant may be required to provide evidence that the entrant is the authorized account holder of the email address associated with the winning entry. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. 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.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing your information to Sponsor and not to Facebook.

4. **How to Win:** One (1) Grand Prize winner will be selected via a random drawing to be conducted by Sponsor on or about July 24, 2017 after 2:00 PM ET from among all eligible entries received during the Sweepstakes Period. Odds of winning the Grand Prize depend on the number of eligible entries received. Decisions of Sponsor are final and binding. The potential Grand Prize winner will be notified by Sponsor via email or telephone on or about the day of the random drawing. Failure to respond to the winner notification within **three (3) days** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email notifications that are undeliverable or voicemail messages not received.
5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize** – A trip to Pigeon Forge awarded in the form of a \$3,000 check made out to Grand Prize winner. ARV: \$3,000.00. 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 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. Taxes and fees are subject to change upon notice from Sponsor and are nonrefundable. The prize is non-assignable and non-transferable. Sponsor reserves the right, in its sole discretion, to substitute the prize for one of equal or greater value, for any reason. The Grand Prize winner will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize, at Sponsor's sole discretion. The winner will also be required to complete and submit a W9 tax form prior to receiving the prize, and Station will issue a 1099 to the proper taxing authorities.
6. **Claiming the Prizes:** Upon winner verification, **as a condition of being named an official winner**, winner must go to the t B-105 Studios located at 2060 Reading Rd, Cincinnati, OH 45202, during regular business hours (8:30 a.m. – 5:30 p.m.; Monday - Friday) within **ten (10) days** of being notified he/she is a winner. This is to verify that the prize is being given to the qualified 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. Winners are solely responsible for all taxes associated with the prize. Upon receipt of the required documentation,
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 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.

1. **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.
2. **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.
3. **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 Ohio; (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 Ohio, without giving effect to any choice of law or conflict of law rules (whether of State of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.
4. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website. For the name of the winner, send a self-addressed stamped envelope by July 31, 2017 to: Win a Trip to Pigeon Forge with B-105 Amanda & Jesse Scavenger Hunt Sweepstakes Winner, 2060 Reading Rd, Cincinnati, OH 45202.
5. **Sponsor:** Hubbard Radio Cincinnati, LLC and its station B-105, 2060 Reading Rd, Cincinnati, OH 45202.