

ATL AZ 93.3 –AIR ALT AZ 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 – AIR ALT AZ Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 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"), White Claw Seltzer Works ("Promotional Participant"), or Hubbard Radio, LLC, (collectively with 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.
2. **Sweepstakes Period:** The Sweepstakes begins on May 20th, 2019, at or about 12:00:00 AM Pacific Time ("PST") and ends on June 24th, 2019 at or about 5:00:00 PM PT (the "Sweepstakes Period").
3. **How to Enter.**

A. There are four (4) ways to enter for a chance to win:

- (i) **On-Air Cue To Call Entry:** To enter via this method of entry, listeners must listen to ALT AZ 93.3 FM for the *Air ALT AZ* cue-to-call weekdays (Mon-Fri) from **May 20, 2019** through **May 31, 2019** to call at or about 7:00 AM PT, 1:00 PM PT, 5:00 PM PT, and 8:00 PM PT. When a listener hears the cue-to-call and is the designated caller (i.e., 1st caller, 5th caller, 10th caller, etc) who reaches the Station by calling **(480) 712-9393** he/she will win a Qualifier/First Prize and will be entered into the Grand Prize random drawing, pending verification of eligibility. There will be forty (40) Qualifiers/First Prizes awarded via the on-air method of entry (four (4) each weekday from 5/20/19 - 5/31/19). Odds of being a Qualifier/First Prize winner via the on-air method of entry depends on the number of listeners calling after the cue to call is announced. By calling into the station to attempt to become a Qualifier/First Prize winner, each entrant 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.

- (ii) **Text Keyword Entry:** To enter via this method of entry, during the Sweepstakes Period, listen to ALT AZ 93.3 each day during the Sweepstakes Period for the AIR ALT AZ keyword to be announced ("Keyword"). Then, text the Keyword to **68683**. Upon texting the keyword, you

will automatically receive one (1) entry into the random drawing (a "Text Entry" or "Entry"). **Or, to enter without texting**, send an email with your complete name, telephone number, and the correct Keyword to: info@hubbardradio.com. Any entry that doesn't contain the proper Keyword, or that is sent after 11:59:59 PM PT on June 24, 2019 will be disqualified. All text entries must be received by 11:59:59 PM PT on June 24, 2019 to be eligible. Any entry that doesn't contain a Keyword, or that is sent after the Sweepstakes Period expires will be disqualified and will not be eligible for any random drawing. Limit one (1) Keyword entry per person during the entire Sweepstakes Period. To enter without texting, send

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 per day via the text method of entry.

How Keyword Winners Are Chosen: One (1) Qualifier/First Prize winner will be selected via a random drawing, to be held on or about June 25, 2019 by Sponsor from among all eligible Keyword entries received during the Sweepstakes Period. The potential Qualifier/First 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 Qualifier/First 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 Qualifier/First Prize winner depend on the number of eligible entries received during the Sweepstakes Period. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received. Odds of winning via the Keyword method of entry depend on the number of eligible Keyword entries received during the entire Sweepstakes Period.

(iii) **App/Stream Player 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. Then, listen to ALT AZ 93.3 through the Stream Player during the Sweepstakes Period, and for every twenty-five (25) hours or more you listen through the ALT AZ 93.3 Stream Player in any given week during the Sweepstakes Period, you will be eligible to receive one (1) entry into the App entry random drawing. To enter without listening for twenty-five (25) hours per week or more, email your complete name, date of birth, email address and telephone number in the body of the email, and put "AIR ALT AZ" in the subject line and email to: info@KDKB.com, to be received by 11:59:59 p.m. MST on June 24, 2019. Sponsor is not responsible for lost, late, delayed, incomplete or returned emails. Limit one (1) entry per day via the app/email method of entry.

How App/Stream Player Winners Are Chosen: One (1) Qualifier/First Prize winner will be selected via a random drawing, to be held on or about June 25, 2019 by Sponsor from among all eligible App/Stream Player entries received during the Sweepstakes Period. The potential Qualifier/First 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 Qualifier/First 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 Qualifier/First Prize winner depend on the number of eligible entries received during the Sweepstakes Period. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received. Odds of winning via the App/Stream Player method of entry depend on the number of eligible App/Stream Player entries received 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. 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.

(iv) Check-In Entry: To enter via this method of entry, eligible listeners must register on the App at the Website. Once registered, visit your participating store location selling White Claw each day during the Sweepstakes Period to "Check In" to automatically receive one (1) entry into the Sweepstakes. Limit one (1) "Check-In" entry per person per day. All "Check-In" entries must be received by 11:59:59 PM MT on June 24, 2019 to be eligible for the Check-In random drawing. 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 entry, internet, app, Wi-Fi, or other technical malfunctions which may or may not result from this Sweepstakes.

How Check-In w/ Mobile App Winners Are Chosen: One (1) Qualifier/First Prize winner will be selected via a random drawing, to be held on or about June 25, 2019 by Sponsor from among all eligible Check-In entries received during the Sweepstakes Period. The potential Qualifier/First 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 Qualifier/First 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 Qualifier/First Prize winner depend on the number of eligible entries received during the Sweepstakes Period. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received. Odds of winning via the Check-In method of entry depend on the number of eligible Check-In entries received during the entire Sweepstakes Period.

- 4. How Grand Prize Winner Is Chosen** – One (1) potential Grand Prize winner will be selected from among all Qualifiers/First Prize winners via a random drawing, to be held on or about June 25, 2019. The potential Grand Prize winner will be notified by phone via the number from his/her entry. If the potential 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 eligible Qualifiers/First Prize winners received. This process will continue until a potential winner whose number is called answers his/her phone. Odds of winning the Grand Prize are 1:43.

5. **Prizes and Approximate Retail Values (“ARV’s”) – One (1) Grand Prizes** – A four (4) night trip for two (2) to the 2019 Lollapalooza Music Festival August 1, 2019 – August 4, 2019 in Chicago, IL.. Trip includes: Roundtrip Coach Class air transportation for two (2) from airport nearest winner’s residence to major airport in IL, departing on August 1, 2019 and returning on August 5, 2019, entry into the festival for August 1-4, 2019; and a \$100.00 Sponsor-specified gift card to help with expenses. **ARV: \$1,800.** Winner and guest must depart on August 1, 2019 and return on August 5, 2019 or trip will be forfeited and may be awarded to an alternate. Any difference between any stated ARV and actual ARV will not be awarded. Trip must be taken on the dates specified by Sponsor, or will be forfeited and may be awarded to an alternate winner, time permitting. All other expenses (including, without limitation, meals/beverages, ground transportation, parking, telephone charges, optional excursions, spa treatments, souvenirs, and all federal, state and local taxes (including applicable income taxes)) incurred are the winner's sole responsibility. Travel dates are final and will not be extended. Trips are non-transferable and cannot be exchanged for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize, or any portion thereof, for one of equal or greater value, the winner and guest(s) must travel together on the same itinerary. Winner must have a valid credit card to check into the hotel for incidentals. Winner and winner’s guest(s) must both be at least 21 years old. If the winner and/or his/her guest miss the initial departure as scheduled, the winner will forfeit the prize. If the winner and/or his/her guest are not present for the designated return flight, he/she is solely responsible for his/her return to Arizona. The trip is subject to the policies, practices and procedures of the hotel and airline. The Sponsor reserves the right to substitute a different prize of approximately equivalent value in its sole discretion. All tickets are subject to the terms, conditions and restrictions printed on the tickets. Sponsor is not responsible for any concert that is cancelled, postponed, or delayed. In the event of a last-minute cancellation, Sponsor is not responsible to provide the concert as part of the prize.

Grand Prize winner and guest will be required 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. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

Forty-three (43) First Prizes – Two (2) tickets to a Sponsor-approved concert in or near Phoenix, AZ offered by ALT AZ in 2019 calendar year. ARV: \$100.00 each. Transportation and parking are not included as part of the prize. Tickets are subject to the terms, conditions and restrictions that are printed on the ticket. Tickets may not be combined with any other offer. Limit one (1) First Prize per person during the entire Sweepstake Period.

6. **Claiming the Prizes:** 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 ten (10) 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.
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 May 19, 2019 to: AIR ALT AZ 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.