

WARH 106.5 THE ARCH NAILED IT PHOTO CONTEST

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.

BY SUBMITTING A PHOTO IN THIS SWEEPSTAKES, ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT SPONSOR MAY USE THE PHOTO IN SPONSOR'S WEBSITE(S), FACEBOOK OR INSTAGRAM PAGES, AND IN ANY OTHER MARKETING OR ADVERTISING MATERIALS WITHOUT ENTRANT'S PRIOR APPROVAL OR ADDITIONAL CONSIDERATION

- 1. Eligibility:** WARH 106.5 The Arch Nailed It Photo Contest (the "Sweepstakes") is open only to legal residents of Missouri and Illinois who are 18 years or older at the time of participation. Void outside of MO and IL, and where prohibited by law. No purchase necessary to enter the Sweepstakes. In order to be eligible to win a prize in this Sweepstakes, you cannot have won any prize within thirty (30) days prior to the awarding of a prize to you in this Sweepstakes from any Hubbard Radio St. Louis station (KSHE, KPNT, 106.5 The Arch, 101ESPN, New Country 92.3). These restrictions apply even if you reject the prize. Employees of Hubbard Radio St. Louis, LLC and its station WARH 106.5 The Arch, 11647 Olive Boulevard, Creve Coeur, MO 63141 (the "Sponsor"), and 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, the "Released Parties") 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. Anyone participating in this sweepstakes or claiming a prize in this sweepstakes in violation of these rules will be disqualified from winning a prize in this sweepstakes and from participating in Sponsor sweepstakes or contests for a period of one (1) year.
- 2. Sweepstakes Period:** The Sweepstakes begins at 7:00:00 AM Central Time ("CT") on October 2, 2020 and ends at 11:59:59 PM CT on October 25, 2020 (the "Sweepstakes Period"). The Sweepstakes Period will be broken out two (2) separate periods as follows: (i) a submission period where the entries can be submitted which shall begin at 7:00:00 AM CT on October 2, 2020 and end at 11:59:59 PM CT on October 25, 2020 ("Submission Period"), and (ii) a winner determination period which consists of a popular voting period where the public can vote for their favorite submission which shall begin at 12:00:00 AM CT on October 26, 2020 and ends at 7:59:00 AM CT on October 30, 2020 ("Public Voting Period").
- 3. How to Enter** – To enter, visit www.1065thearch.com ("Website") during the Submission Period, find the Contest tab on the Website, then click on The Arch Nailed It Photo Contest to find, complete and submit the online entry form, which includes your name, email address, address and telephone number, and submit a photograph of your failed COVID do-it-yourself home project ("Photo"). Sponsor is not responsible for problems accessing the Website or completing the entry, technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this Sweepstakes. Any person submitting more than one entry or an entry without a Photo attached may be disqualified at Sponsor's sole discretion. Sponsor is not responsible for lost, late, incomplete, invalid or misdirected entries, which may be disqualified at Sponsor's sole discretion. **Limit one (1) entry per person.** 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. All entries must be received by 11:59:59 PM CT on October 25, 2020 to be eligible. By submitting a Photo, you represent and warrant that you have all rights, title and

interest in and to the Photo, that you have the full rights to submit the Photo for purposes set forth hereunder, and you hereby grant Sponsor an unlimited, worldwide right and license in perpetuity to publish, edit, post and distribute the Photo at its sole discretion without additional prior approval or any compensation to you.

4. **How winners are determined:** All eligible entry Photos will be posted on the Website during the Public Voting Period (defined in Official Rule #2 above) where the public can vote for their favorite Photo; limit of one (1) vote per day during the Public Voting Period. The Photo with the most votes during the Public Voting Period will be deemed the Grand Prize winner. In the event of a tie, Sponsor will conduct a random drawing to determine the ultimate winner(s) from among all tying Photos. Decisions of judges are final and binding. Odds of winning depend on the number of Photos that were submitted for Public Voting Period, and how many votes each Photo received during the Public Voting Period. The potential winner will be notified by email or telephone on or about November 2, 2020. Sponsor will make up to **3 attempts** to contact each potential winner. If that potential winner cannot be contacted after 3 attempts, that potential winner will forfeit the prize, and the prize may be awarded to an alternate winner, time permitting, which shall be the Photo entrant that received the next highest number of votes during the Public Voting Period. Sponsor reserves the right to award fewer than ten (10) prizes in the event that there are not enough sufficient entries received during the Submission Period.
5. **Prizes and Approximate Retail Values ("ARV's") – One (1) Grand Prize Winner** – A \$750.00 Visa Gift Card. ARV: \$750. Gift card is subject to the terms, conditions and restrictions as printed on the card.

Prize consists of only those items specifically listed as part of the Prize. The Prizes will be awarded only if the potential Prize winners fully complies with these Official Rules. The Prizes are non-assignable and non-transferable, and are not redeemable for cash. Sponsor reserves the right in its sole discretion to substitute a prize, or portion thereof, for one of equal or greater value for any reason. The Prize winners are solely responsible for local, state and federal taxes on the prize. The 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. Winners may be required to sign and complete a W9 prior to receiving their prize and a 1099 form will be submitted by Sponsor to all appropriate taxing authorities.

6. **Claiming the Prize:** Upon winner verification, each potential winner can claim his/her prize either by: (1) going in person to the WARH 106.5 The Arch studios located at 11647 Olive Boulevard, Creve Coeur, MO 63141, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **thirty (30) days** of the day he or she wins may be required to verify that he/she is the qualified winner and may be required to sign a Publicity and Liability Release ("Release") upon picking up the Prize. Winner will be required prove he or she is a qualified winner by presenting acceptable identification (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) upon picking up the 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 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.
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 Missouri; (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 Missouri without giving effect to any choice of law or conflict of law rules (whether of State of Missouri, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.
12. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website. For a list of winners,

send a self-addressed stamped envelope to: 106.5 The Arch's Nailed It Photo Contest Winner, 11647 Olive Boulevard, Creve Coeur, MO 63141, to be received by November 6, 2020.

13. **Sponsor:** Hubbard Radio St. Louis, LLC and its station WARH 106.5 The Arch, 11647 Olive Boulevard, Creve Coeur, MO 63141.