

**WARH – 106.5 The Arch A Very Courtney Christmas 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 WARH - 106.5 The Arch A Very Courtney Christmas Sweepstakes (the "Sweepstakes") is open only to listeners who are 21 years or older and residents of Missouri and Illinois and have a valid passport as of the date of entry. 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 (106.5 The Arch, 101ESPN, 92.3 WIL, KSHE-95, 105.7 The Point). These restrictions apply even if you reject the prize. Void outside of MO, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio St. Louis, LLC and its station 106.5 The Arch, 11647 Olive Blvd., St. Louis, MO 63141 (the "Sponsor"), Walter Knoll Florist, Massage LuXe, WonderLights Christmas, Missouri Lottery, Holiday Inn Resort Montego Bay (collectively, the "Promotional Participants"), 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 Participants, 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.
- 2. Sweepstakes Period:** The Sweepstakes begins at 6:01 AM Central Time ("CT") on November 16, 2020 and ends at 1:00 PM CT on December 11, 2020 (the "Sweepstakes Period").
- 3. How to Enter:** There are five (5) ways to enter for a chance to become a qualifier during the Sweepstakes Period. **Each qualifier will receive a Qualifier Prize, and one (1) entry into the Grand Prize random drawing (each a "Qualifier"):**
 - a. On-Air:** To enter via this method of entry, listen to The Courtney Show weekdays (Mon-Fri) during the Sweepstakes Period at 6:30 AM CT, 7:30 AM CT, 8:30 AM CT, and 9:30 AM CT for the Sweepstakes cue-to-call. When listeners hear the cue-to-call, and is the designated caller as announced on-air by the DJ (i.e., 7th caller, 10th caller, etc) to call into and reach the station by calling **314-969-1065**, he or she will be deemed a Qualifier, will win a Qualifier Prize, and will receive one (1) entry into the Grand Prize random drawing, subject to eligibility verification. There will be four (4) Qualifiers each weekday via this method of entry, for a total of 72 overall Qualifiers via the on-air method of entry. Odds of being a Qualifier 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, each entrant understands and agrees to allow the call to be recorded and/or aired on the Station.

Note that webcasts of 106.5 The Arch programming are typically on a delayed basis, which may affect a webcast listener's ability to participate 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. By calling into the station to attempt to become a Qualifier, each entrant understands and agrees to allow the call to be recorded and/or aired on the Station.

- b. **Online:** To enter via the online method of entry, visit www.1065thearch.com ("Website") from 12:00:00 AM CT on November 16, 2020 through 11:59:59 PM CT on December 10, 2020 to find, complete and submit the online entry form, which includes your name, email address, address and telephone number. 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. All online entries must be received by 11:59:59 PM CT on December 10, 2020 to be eligible. Limit one (1) entry per person per day via the online method of entry.

HOW ONLINE QUALIFIERS ARE SELECTED: Then, on or about December 11, 2020, Sponsor will randomly select twenty (20) Qualifier Prize winners/Qualifier via a random drawing, from among all eligible Online entries received. Sponsor will notify the Qualifiers by email or phone on the day of the random drawing. If Sponsor is unable to reach any potential Qualifier after making two (2) attempts, that potential Qualifier may forfeit his/her right to a Qualifier Prize and Qualifier, and an alternate may be selected, time permitting. Odds of winning via the Online method of entry depends on the number of eligible entries.

- c. **Very Courtney Christmas Events:** To enter via this Very Courtney Christmas Events method of entry, visit one of the Very Courtney Christmas Events (each, an "Event") at the following Walter Knoll Florist locations on the following dates between 11:00 AM CT and 1:00 PM CT:

- Friday, November 20th at Walter Knoll Florist, 2765 Lasalle Street St. Louis Mo
- Saturday, November 28th at Walter Knoll Florist, 9926 Kennerly Road St.Louis MO
- Friday, December 4th at Walter Knoll Florist, 9776 Ladue Road, St. Louis, MO
- Friday, December 11th at Walter Knoll Florist, 2516 Highway K O'Fallon Mo

To enter via this method, hand print your complete name, address, telephone number and email address and deposit your completed entry form in the ballot box available at the Event. All Event entries must be received by 12:50 PM CT at each Event. Limit one (1) entry per person per Event.

Then, at the end of each Event, Sponsor will randomly select one (1) Qualifier Prize winner via a random drawing, from among all eligible Event entries received during that Event (for a total of 4 Event Qualifiers). The potential Qualifier Prize winner will be announced at the end of each Event. **MUST BE PRESENT TO WIN DURING AN EVENT.** If that potential Qualifier Prize winner is not present when his/her name is announced, that potential winner will forfeit his/her right to the Qualifier Prize and to be a Qualifier, and an alternate will be selected, time permitting. Odds of winning via the Event method of entry depends on the number of eligible entries that are received during each Event.

- d. **QR Code at Walter Knoll Florists:** To enter via this QR Code method of entry, listeners must visit a participating Walter Knoll Florist location in Missouri during the Sweepstakes Period to find the Sweepstakes posters that feature the QR Code. Once at the location, attendees must obtain and register on the free WARH 106.5 The Arch Stream Player App (the "App") by visiting <http://www.1065thearch.com> ("Website"). Once registered, at the location, open the App, visit the Prize Details page,

to find and scan the location poster's QR Code to receive one (1) entry into the random drawing. Limit one (1) QR Code entry per person per day.

HOW ONLINE QUALIFIERS ARE SELECTED: Then, on or about December 10, 2020, Sponsor will randomly select four (4) Qualifier Prize winners/Qualifier via a random drawing, from among all eligible QR Code entries received. Sponsor will notify the Qualifiers by email or phone on the day of the random drawing. If Sponsor is unable to reach any potential Qualifier after making two (2) attempts, that potential Qualifier may forfeit his/her right to a Qualifier Prize and Qualifier, and an alternate may be selected, time permitting. Odds of winning via the QR Code method of entry depends on the number of eligible entries.

- e. **Facebook Live Event:** To enter via this Facebook Live Event method of entry, visit the 106.5 The Arch page on Facebook on December 11, 2020 at 7:00 PM CT for the Very Courtney Christmas Facebook Live event (the "FB Live Event"). Then, throughout the FB Live Event, Sponsor will randomly select six (6) Qualifiers from among all eligible viewers who are participating in the FB Live Event, and Sponsor will notify those potential Qualifiers via direct message during the FB Live Event. Sponsor will make only one (1) attempt to contact each Qualifier during the FB Live Event. If the Sponsor is unable to reach and verify each potential Qualifier during the FB Live Event after one (1) attempt, that person will forfeit his or her right to the Qualifier Prize and to be a Qualifier, and an alternate may be awarded, time permitting. Odds of being selected as a Qualifier via the FB Live Event method of entry depends on the number of eligible participants are participating in the FB Live Event.

Sponsor is not responsible for telephone line unavailability, busy signals on the Sweepstakes line, unanswered direct messages or emails, misdirected emails, 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.

4. **How to Become the Grand Prize Winner:** On December 11, 2020 at or about 7:00 PM CT during the FB Live Event (defined in Official Rule #3 e above), Sponsor will conduct a reverse drawing from among all Qualifiers to determine the Grand Prize and Loser Prize winners. The first Qualifier that is selected via the reverse drawing will be deemed the Loser Prize winner, and the last Qualifier that is selected via the reverse drawing will be deemed the Grand prize winner. Odds of any Qualifier becoming the Grand Prize or Loser Prize winner are 1:53. **MUST BE PRESENT IN FACEBOOK IN THE FB LIVE EVENT WHEN THE GRAND PRIZE AND LOSER PRIZE WINNER IS ANNOUNCED TO WIN.** If the potential Grand Prize or Loser Prize winner is not present during the FB Live Event when the name is announced, then an alternate winner will be randomly selected, time permitting. In the event that alternate winner is not present at the event when the name is announced, then another alternate winner will be selected from among all remaining Qualifiers. This process will continue until the winner that is selected is in attendance in the FB Live Event, unless time runs out and the FB Live Event ends.
5. **Prizes – One (1) Grand Prize –** A 4-day/3-night trip for four (4) people, including round-trip coach airfare for four (4) from St. Louis to the Holiday Inn Resort in Montego Bay, Jamaica, including all-inclusive accommodations (all meals, drinks and on-site activities and entertainment including non-motorized water sports) and airport transfers in Jamaica (\$5,000 value); a 14k white gold diamond cluster pendant necklace .81ct with matching earrings .43ct (\$6,000 value); Flowers for a year from Walter Knoll Florist up to \$500 total in value; a Refresh Spa Package from Massage LuXe (\$178 value). Total ARV of Grand Prize: \$1,678.00.

Trip must be taken by March 30, 2022, or will be forfeited. Selection of the specific resort is at Sponsor's sole discretion. Flight service may vary based on departure date. Based on availability and reservations are required. Travel is subject to blackout dates. Trips are non-transferable and not redeemable for cash. Winner is solely responsible for airline taxes and fees. All expenses not specifically listed in these Official Rules (including but not limited to ground transportation to/from the airport in St Louis) are sole responsibility of the winners. 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 cash or other 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. Winner is responsible for charges incurred for winner name changes or trip cancellations. Winner and guest must travel on the same itinerary. Additional air carrier baggage charges are the responsibility of the traveling passenger. Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the traveling passenger. If the winner and his/her guest miss the initial flight as scheduled to Jamaica, the winner will forfeit the prize. If the winner and/or his/her guest is not present for the return flight to St. Louis, he/she is solely responsible for his/her return flight to St. Louis. Guests and Grand Prize winner must each have a legal US passport and sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. **IMPORTANT NOTICE REGARDING NEW PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL:** As of January 23, 2007, all international travelers must present a government issued passport for U.S. Customs re-entry after air, land or sea travel. For more information, please visit the State Department's consular website at www.travel.state.gov or the U.S. Department of Homeland Security's website at www.dhs.gov. It is the traveler's responsibility to provide proper documentation. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree.

One (1) Loser Prize: Sterling Silver and 18kt yellow gold Tacori Chalcedony Ring. ARV: \$350.00. **One hundred six (106) Qualifier Prizes:** \$50.00 Missouri Lottery Scratcher Pack; and one (1) Car pass to WonderLight's Christmas at World Wide Technology Raceway. ARV: \$80 each. Car passes expire on January 3, 2020.

Limit one (1) Qualifier Prize per person. No substitution allowed by winner, but 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. The prize is non-assignable and non-transferable and not redeemable for cash. Sponsor may substitute the prize for one of equal or greater value for any or no reason. Winner is solely responsible for paying all applicable income taxes associated with accepting their Prize.

The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Grand Prize and Loser Prize winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize, and complete a W9 tax form. A 1099 form may be submitted to all appropriate taxing authorities.

- 6. Claiming the Prizes:** Upon winner verification, **as a condition of being named the official winner**, the potential winner must claim his/her prize in person at 106.5 The Arch Studios at 11647 Olive Blvd., Creve Coeur, MO 63141 during regular business hours (8:30 a.m. – 5:30 p.m.; Monday - Friday) within **thirty (30) days** of being named the official 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.

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, participation in the 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 (including a recording of the winner's telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.
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 of 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. **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, USA; (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, USA without giving effect to any choice of law or conflict of law rules (whether of State of Missouri, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri, USA.
11. **Sweepstakes Winner's/Official Rules:** For a copy of these official rules, or the names of the Sweepstakes winner (available after December 11, 2020), send a hand-printed, self-addressed, stamped envelope by December 17, 2020 to: Winner's List/Official Rules (designate which), 106.5 The Arch Very Courtney Christmas, 11647 Olive Blvd., St. Louis, MO 63141.
12. **Sponsor:** Hubbard Radio St. Louis, LLC and its station WARH 106.5 The Arch, 11647 Olive Blvd., St. Louis, MO 63141.