2020 Sea-Doo Spark Waves of Freedom Giveaway

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

1. Eligibility: The 2020 Sea-Doo Spark Waves of Freedom Giveaway is open to legal residents of Minnesota, Wisconsin and Iowa, who are 18 years of age or older at the time of entry. Employees and non-employee workers of Milestone Radio LLC, Lakes Broadcasting, StarCom LLC, Crystal Broadcasting and their respective parent companies, subsidiaries, affiliates, and agents and those prize providers and agencies that are involved in the development or execution of this giveaway or any of its materials, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The giveaway is subject to all applicable federal, state, and local laws and regulations and is void outside the listed states and where prohibited by law.

## 2. Sponsor: TBD

- 3. Agreement to Official Rules: By participating in the giveaway, entrant fully and unconditionally agrees to and accepts these official rules and the decisions of the sponsor and administrator, which are final and binding in all matters related to the giveaway.
- 4. Promotion Period: The giveaway begins at 8:00 a.m. Central Time ("CT"), May 26, 2020 and ends at 2:00 p.m. CT, July 11, 2020 (the "Promotion Period"). Milestone Radio LLC's computer is the official time-keeping device for this giveaway.
- 5. How to Enter: During the promotion period, 45 prequalify "Winning Keyholders" will be drawn, 30 total on-air winning keyholders and 15 total drawn keyholders on site at one of three cub locations as described below. This will be accomplished with a new keyword each weekday. The keyword will be announced at 7:50 a.m. each weekday morning and will be repeated approximately once per hour throughout the mid-day shift, 9 a.m. to 4 p.m. CT on Total Country BOB FM. Entrants go to mybobcountry.com

to enter the keyword into a form submission page. Starting at 4:20 p.m. each weekday, one name will be drawn and announced on air. The "Drawn Entrant" will have 10 minutes and 6 seconds to call the main studio line (763-450-0100). If the "Drawn Entrant" calls within the allotted time, they become the winning keyholder for that day. IF THEY DON'T CALL IN, we draw another entrant every 15 minutes until we have a winning keyholder. If we do not have a winning keyholder by 6 p.m. we will draw for 2 winning keyholders the following Thursday. In addition to the on-air keywords, registration will be taken during the Promotion Period at either the Cub location at 12900 Riverdale Dr NW, Coon Rapids, MN 55448, the Cub location at 10200 6th Ave N, Plymouth, MN 55441, the Cub location at 4801 County Rd 101, Minnetonka, MN 55345 for ten (10) winning keyholders to be drawn on Thursday, July 9, 2020 at noon CT (need not be present then to win). Registration will also occur for the final five (5) winning keyholders the day of the giveaway party, Saturday, July 11th from 11 a.m. to 12 p.m. at the Cub location at 12900 Riverdale Dr NW, Coon Rapids, MN 55448.

Limit: One (1) daily keyword entry per person for each daily drawing. One (1) entry per person at the final giveaway party drawing. Winning keyholders may not be drawn to become a second winning keyholder. Only one winning keyholder per household.

- 6. Final Drawing: Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On July 11, 2020, all winning keyholders will gather at the Cub location at 12900 Riverdale Dr NW, Coon Rapids, MN 55448 and must check in with BOB staff by 12:45pm to ensure inclusion in the giveaway. The unlocking will begin at 1 p.m. CT. Winning keyholders must be present to win. If winning keyholders are not present, their key will be forfeit. The odds of winning a prize depend on the number of eligible entries who are present at the time of the final drawing. The grand prize winner is responsible for pick up and transportation of the prize from Trueman Welters in Buffalo.
- 7. Requirements of Potential Winners: Potential winners must continue to comply with the official rules. Winning is contingent upon fulfilling all requirements. Each winning keyholder will be requested to provide his/her phone number, address, and email address within 24 hours, so that BOB FM can establish contact. Each potential grand prize winner (or

parent/legal guardian if winner is a minor in his/her state of residence) will then be required to sign the following documents and return to the administrator, within 5 days of the date notice or attempted notice is sent: a Declaration of Compliance, Liability & Publicity Release (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by the administrator. Each potential grand prize winner will also be required to provide a valid driver's license. If a potential grand prize winner fails to do so, he/she may be disqualified and forfeit the prize. If a potential prize winner fails to provide a Declaration of Compliance, Liability & Publicity Release or any other requested information (as applicable), he/she may be disqualified and forfeit the prize. In the event that a potential winner cannot be contacted, forfeits the prize or is disqualified for any reason, the administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries. If the alternate potential winners are disqualified, the applicable prize will not be awarded. The grand prize winners will be contacted regarding the fulfillment of the prize within 8-10 weeks of the conclusion of the promotion.

- 8. Prizes: One (1) 2020 Sea-Doo Spark Trixx 2 Up with Sound System Approximate Retail Value ("ARV"): \$8,149.00 For the Grand Prize: All details determined by the sponsor in its sole discretion. The grand prize winner must be a licensed driver to claim this prize. No substitution, exchange or transfer of prize by any winner. The sponsor reserves the right to substitute any prize for one of equal or greater value. The grand prize winner is responsible for all taxes and fees associated with prize receipt and/or use.
- 9. Publicity: Except where prohibited, participation in the giveaway constitutes the entrant's consent for the sponsor, each participating radio station, and its designees to use the entrant's name, likeness, prize information, city and state of residence for promotional purposes in any media form without further consideration.
- 10. General Conditions: In the event that the operation, security, or administration of the giveaway is impaired in any way for any reason, including, but not limited to: fraud, virus or other technical problem, the sponsor may, in its sole discretion, either: (a) suspend the giveaway to

address the impairment and then resume the giveaway in a manner that best conforms to the spirit of these official rules; or (b) cancel the giveaway and award the prizes in a random drawing from all eligible entries received up to the time of the impairment. The sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the giveaway or to be acting in violation of the official rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The sponsor's failure to enforce any term of these official rules shall not constitute a waiver of that provision.

11. Release and Limitations of Liability: Except where prohibited, by participating in the giveaway, entrants agree to release and hold harmless Milestone Radio LLC, Lakes Broadcasting, StarCom LLC, Crystal Broadcasting and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the giveaway; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the giveaway or the processing of entries; (e) late, lost, or undeliverable mail; or (f) 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 giveaway or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the giveaway and in no event shall the Released Parties be liable for attorney's fees. The entrant waives the right to claim any damages whatsoever, including, but not limited to: punitive, consequential, direct, or indirect damages. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another giveaway entry, if it is possible. If the giveaway, or any part of it, is discontinued for any reason, the sponsor, in its sole discretion, may elect to hold a random drawing from all eligible entries

received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, the sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- 12. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this giveaway or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the 10th District of Minnesota or the appropriate Minnesota State Court located in Anoka County, Minnesota; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any giveaway, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of the entrant and the sponsor in connection with the giveaway, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.
- 13. Winner List: For a winner list, visit the mybobcountry.com website. The winner of the grand prize will be posted after winner confirmation is complete.