

**ALT AZ CASH GAMES 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 – Cash Games 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 52<sup>nd</sup> Street, Phoenix, Arizona 85008 (the "Sponsor"), or Hubbard Radio, LLC, (collectively with Sponsor, 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. Previous winners of sweepstakes and contests conducted by the Sponsor must comply with the following time limit before attempting to enter the Sweepstakes: Contestants may only win one prize per person every thirty (30) days, unless specified otherwise. Each time limit is measured from the date the winner won their prize in the prior sweepstakes or contest. 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 February 12, 2018 at or about 7:00 AM Mountain Time ("MT") and ends on February 16, 2018 by 5:00 PM MT (the "Sweepstakes Period"). The Sweepstakes Period consists of an entry period, which will begin at 7:00 AM MT on February 12, 2018 and ends at 4:30 PM MT on February 16, 2018 ("Entry Period"), and; a play period, which will begin at 7:00 AM MT on February 12, 2018 and ends at or about 5:00 PM MT on February 16, 2018 ("Play Period").
3. **How to Enter and Play:** The starting jackpot for this Sweepstakes is **\$100.00** ("Jackpot"); the minimum Jackpot available to be won is \$100.00. Each time a participant is not a winner, \$100 is added to the Jackpot. Each time a participant is a winner, the Jackpot amount available for the next winner goes back down to \$100.00. There is one (1) way to participate in this Sweepstakes:
  - (a) **ALT AZ 93.3 App Entry:** To enter, you must download the ALT AZ 93.3 App mobile Stream Player app from your App marketplace to your iPhone, iPad or Android device, and open the app on your smartphone or iPad. Upon opening the app, you will find entry form asking for your name, email address, date of birth, address, and daytime telephone number. Once you have completed the entry form, click "submit" to be entered into the Random Drawing. Limit one (1) entry per person/email address via this method of entry. All entries must be received by 4:30 PM MT on February 16, 2018 to be entered into the final random drawing. **PLEASE NOTE:** If you have already downloaded the ALT AZ App as of or before the start date of this Sweepstakes, you will automatically be entered into this Sweepstakes. Only those individuals who had already downloaded the app before the start of the Sweepstakes will be included in the February 12, 2018 7:00 AM random drawing.
  - (b) **How to Play:** Then, listen to ALT AZ 93.3 weekdays (M-F) beginning on February 12, 2018 and ending on February 16, 2018, during the 7:00 AM, 11:00 AM, 3:00 PM, and 5:00 PM hours, the DJ will randomly draw a name from among all eligible entries received up until thirty (30) minutes prior to that random drawing, and the DJ will announce that name on-air (an "Announcement"). Odds of having your name drawn depend on the number of eligible entries received up until thirty (30) minutes prior to each Announcement. Once a name has been announced during an

Announcement, that individual has **9 minutes and 33 seconds** to call into and reach the station by calling **480-712-9393**; and if that individual whose name is announced calls and reaches the station within the 9 minute and 33 second time-frame, he/she will be deemed a winner and will win the Jackpot. If, however, the individual whose name was announced does not call and reach the station within the 9 minute and 33 second timeframe, he/she will not be deemed a winner, there will be no winner for that Announcement, and the \$100 for that Announcement will be added to the Jackpot for the next Announcement. There will be up to four (4) winners per weekday during the Sweepstakes Period, and up to 20 winners during the entire Sweepstakes Period. Limit one (1) winner per person 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.

**PLEASE NOTE:** To be eligible, you **must personally call in** yourself if your name is announced during an Announcement to be eligible to win a prize in this Sweepstakes, and Sponsor reserves the right to take any actions it feels may be reasonably necessary in order to verify that the person calling is in the correct person. Substitute callers (e.g. friends, relatives, co-workers, etc.) are **not allowed**, except in the case of a disability that prevents the person whose name is announced during an Announcement from calling himself or herself, and will result in disqualification at the sole discretion of Sponsor. Sponsor's decisions in this regard shall be final and binding.

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.

The Winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Winners may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. For any winner who receives a Jackpot of \$600 or more, a 1099 form will be submitted to all appropriate taxing authorities, and by signing a Prize Release, the winner accepts the Prize, and is responsible for the applicable taxes. Sponsor may substitute any Prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor's sole discretion.

4. **Claiming the Prize:** Once verified as a Winner, each Winner must complete and submit a W9 to Sponsor as a condition of Sponsor writing a check to the Winner. Upon receipt of the W9, the Grand Prize winner must claim his/her check in person at the ALT AZ 93.3 studios located at 1100 North 52<sup>nd</sup> Street, Phoenix Arizona 85008 during regular business hours (9:00 a.m. – 5:00 p.m.; Monday - Friday) **within 30 days** from the date Sponsor receives the W9. 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.
5. **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.

6. **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.
7. **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.
8. **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.
9. **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.

10. **Official Rules/Winners' List:** For a copy of these Official Rules, see the Website until March 16, 2018. For the names of the Prize winners, send a self-addressed stamped envelope by March 16, 2018 to: ALT AZ 93.3 Cash Games Sweepstakes Winners, 1100 North 52<sup>nd</sup> Street, Phoenix Arizona 85008.
11. **Sponsor:** Hubbard Radio Phoenix, LLC and its station ALT AZ 93.3, 1100 North 52<sup>nd</sup> Street, Phoenix Arizona 85008.