

**ALT AZ MASH UP TO GET YOUR CASH UP 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 CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

- 1. Eligibility:** The ALT AZ 93.3 – Mash Up to Get Your Cash Up Contest (the "Contest") 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 Contest. 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 Contest 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 Contest and contests conducted by the Sponsor must comply with the following time limit before attempting to enter the Contest: 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 Contest or contest. The Contest 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest begins on September 18, 2018 at or about 7:00 AM Mountain Time ("MT") and ends on September 28, 2018 by or about 6:00 PM MT (the "Contest Period").
- 3. How to Play:** This is a listen-to-win Contest. Listen to ALT AZ **weekdays** (M-F) at 7:00 AM MT, 9:00 AM MT, 11:00 AM MT, 2:00 PM MT, 4:00 PM MT, and 6:00 PM MT (each, an "Announcement Period") during the Contest Period for the *Music Mash Up* announcement featuring a mash up of three (3) songs as announced during each Announcement Period (hereinafter, the "*Music Mash Up*"), which will be played on-air each day at the times listed above. Upon hearing the *Music Mash Up*, the first caller to reach the studio by calling **480-712-9393** and correctly identifies the song title and artist of all three (3) songs in the applicable *Music Mash Up* in the proper order will be deemed a Grand Prize winner. If the first caller to reach the studio incorrectly identifies the song title and artist of all three (3) songs in the proper order in the *Music Mash Up*, he/she will not be deemed a winner and there will be no winner for that Announcement Period. Only one caller will be taken for each Announcement Period listed above each weekday, for a total of up to 6 potential Grand Prize winners per weekday during the Contest Period. No Limit for Grand Prize per person throughout the entire Contest Period.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Contest. Sponsor will not accept collect calls. Sponsor is not responsible for telephone line unavailability, busy signals on the Contest 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 Contest.

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 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 winner accepts the Grand 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 Contest; (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 Contest, 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 Contest 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 Contest, 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 Contest, 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 Contest 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 Contest 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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest or receipt or use or misuse of any prize.

8. **Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, 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 Contest.
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 Contest 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 Contest, 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 Contest 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 October 28, 2018. For the names of the Prize winners, send a self-addressed stamped envelope by September 28, 2018 to: ALT AZ 93.3 Mash Up to Get Your Cash Up Contest 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.