

## ALT TZ "7-UPTOBERFEST Sweepstakes – Official Rules

### NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. **When to Enter:** The ALT AZ "7-UPTOBERFEST" Sweepstakes ("Sweepstakes") will run from Oct 5, 2020, at 12:00:00 AM Mountain Time ("MT"), through October 31, 2020 at 11:59:59 PM MT ("Sweepstakes Period").

2. **How to Enter:** There are two (2) ways to enter:

**i) Check-In w/ Mobile App:** To enter via this method of entry, eligible listeners must register on the ALT AZ 93.3 Stream Player (the "App") at <http://www.ALTAZ933.com> ("Website"). Once registered, visit your participating Bashas grocery store locations each day during the Sweepstakes Period to "Check In" to automatically receive one (1) entry into the Sweepstakes. Limit one (1) "Check-In" entry per person per day. All "Check-In" entries must be received by 11:59:59 PM MT on October 31, 2020 to be eligible for the random drawing. 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 entry, internet, app, Wi-Fi, or other technical malfunctions which may or may not result from this Sweepstakes.

**ii) Text Keyword:** To enter via this method of entry, visit your participating Bashas grocery store locations during the Sweepstakes Period to find the keyword on 7-UP displays ("Keyword"). Then, listeners must text the Keyword during the Sweepstakes Period to **68683**. Upon texting the correct Keyword, you will automatically receive one (1) entry into the random drawing (a "Text Entry" or "Entry"). All Text Entries must be received by 11:59:59 PM MT on the October 31, 2020 to be entered into the random drawing. Any entry that doesn't contain the correct Keyword, or that is sent after 11:59:59 PM MT on October 31, 2020 will be disqualified and will not be eligible for the random drawing. Text message and data rates may apply. In the event of a dispute regarding the identity of the person submitting a mobile text entry, the entry will be deemed to be submitted by the person in whose name the mobile number is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the mobile number associated with the winning entry and complete an affidavit and any applicable release. Limit one (1) entry per person per day via the text method of entry.

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. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different addresses, identities or registrations, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in

disqualification. Facsimile and mechanically reproduced entries will not be accepted. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected Entries, which will be disqualified. In the event of a dispute as to any participation by an email Entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned a phone number by an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof that he/she is the authorized account holder. All entries submitted become the sole property of Sponsor and will not be returned. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

3. **How Winner is Chosen/Random Drawing:** Then, on or about November 1, 2020, one (1) Grand Prize winner will be randomly selected from among all eligible entries received during the Sweepstakes Period. Sponsor will notify the potential Grand Prize winner by telephone or email and will make up to **two (2) attempts** to reach the potential Grand Prize winner. In the event Sponsor is unable to reach the potential Grand Prize winner after **two (2) attempts**, he/she will forfeit his/her right to be the Grand Prize winner and to receive the Grand Prize, and an alternate may be selected, time permitting, at Sponsor's sole and absolute discretion. Odds of winning depend on the number of eligible entries received during the entire Sweepstakes Period.

4. **How to Claim the Grand Prize:** Upon winner verification, the potential Grand Prize winner must sign and return any required release forms (if applicable) ("Release Forms") to the Sponsor via email or mail within **thirty (30) days** of receiving the Release Forms, or prize may be forfeited at Sponsor's sole discretion. Upon receipt of the Release Forms, Sponsor will assist the Grand Prize winner with details on how to receive or claim the Grand Prize. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. All unclaimed or returned prizes remain the property of Sponsor.

5. **Eligibility:** The Sweepstakes is open only to individuals who are at the time of entry are at least 18 years old and: (i) a permanent resident of Arizona; (ii) currently stationed at a military installation in Arizona; or (iii) a valid full-time student registered to attend on campus at a college, university or educational institution within the State of Arizona. Void outside of Arizona, and where prohibited by law. No purchase is necessary to enter the Sweepstakes. Employees of Hubbard Radio Phoenix, LLC and its station 93.3 ALT AZ, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona, 85008 (the "Sponsor"), 7UP, Kalil Bottling Company, Dr. Pepper/Seven Up, Inc.; Bashas Grocery Stores (collectively, the "Promotional Participant"), and Hubbard Radio, LLC, (collectively, with the Sponsor and Promotional Participant, 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. 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.

**6. Prize and Approximate Retail Value ("ARV"):** **One (1) Grand Prize** - A Traeger grill; grilling equipment; spices & pellets; and a \$100 Bashas gift card. ARV: \$1,500.00. Gift card is subject to the terms, conditions and restrictions printed on the card. Any warranties and guarantees on any prize is subject solely to the manufacturer's warranties and guarantees. All local, state and federal taxes associated with the prize are the winner's sole responsibility. Prize is non-transferable, not substitutable and not redeemable for cash. Sponsor may substitute the prize for one of equal or greater value for any reason. A 1099 form will be submitted to all appropriate taxing authorities. The prizes consist of only those items specifically listed as part of the prize. A qualified winner must also meet the eligibility requirements as set forth in Paragraph 4 of these Official Rules.

**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 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.

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 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.

12. **Official Rules/Winner's List:** For a copy of these Official Rules, or the name of the Grand Prize winner, send a self-addressed stamped envelope by November 2, 2020 to: ALT AZ &-UPTOBERFEST Winner, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008.

13. **Sponsor:** Hubbard Radio Phoenix, LLC and its station 93.3 ALT AZ 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008.