

**FULTON HOMES BE AN ENERGY STAR 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 Fulton Homes Be An Energy Star Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 years or older who own their own a single family home located in Arizona within the Phoenix Metropolitan Area as defined by Nielsen, who have an electricity bill in the entrant's name that matches the address in Arizona. **PLEASE NOTE: entrants who own a condo, apartment or townhouse are not eligible.** Void outside of Arizona and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Fulton Homes Corp, 9140 S Kyrene Rd, Tempe, AZ 85284 (the "Sponsor"), Hubbard Radio Phoenix, LLC, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008, ("Promotional Participant"), Hubbard Radio, LLC, (collectively with 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.
- 2. Sweepstakes Period:** The Sweepstakes begins on May 2, 2022, at or about 12:00:00 AM Mountain Time ("MT") and ends on July 24, 2022 at or about 11:59:59 PM MT (the "Sweepstakes Period").
- 3. How to Enter.** To enter, visit [www.ALTAZ933.com](http://www.ALTAZ933.com) ("Website") during the Sweepstakes Period to find the Sweepstakes page. On the Sweepstakes page, 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 MT on July 24, 2022 to be eligible. Limit one (1) entry per person per day via the online method of entry.

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, 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 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. 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.

4. **How Winners Are Chosen** – Three (3) Grand Prize winners will be selected via a series of random drawings, to be held on or about the following dates/times:

RANDOM DRAWING #	DEADLINE - ENDING AT 11:59:59 PM PT ON:	RANDOM DRAWING DATE	# OF WINNERS/PRIZE
1	5/30/22	5/31/22	1 Grand Prize Winner
2	6/29/22	6/30/22	1 Grand Prize Winner
3	7/24/22	7/25/22	1 Grand Prize Winner

Each random drawing will be conducted by Sponsor from among all eligible entries received up until 11:59:59 PM MT the evening before each random drawing as set forth in the chart above. All non-winning entries from any random drawing **WILL** be rolled over into the next random drawing. Each potential winner will be notified by email or telephone on the day of the applicable random drawing. Failure to respond to a winner notification within **forty-eight (48) hours** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's or Administrator's sole discretion, time permitting. Odds of becoming a winner depend on the number of eligible entries received by 11:59:59 PM MT the day before each random drawing set forth above. Limit one (1) prize per person/household during the entire Sweepstakes Period.

Sponsor is not responsible for email notifications that are not received, or voicemail messages not received.

5. **Prizes and Approximate Retail Values ("ARV's") – Three (3) Grand Prizes** – a check in the amount of winner's most current electric bill as of the date of the random drawing, up to \$500.00. ARV: Up to \$500.00 each. Valid for the most recent electric bill only. In the event the winner's electric bill was less than \$500.00, that winner will not receive the difference between the actual bill amount and the stated ARV in these official rules. In the event the electric bill exceeds \$500.00, winner will only receive a maximum of \$500.00. Grand Prize winners will be required to submit a copy of his/her most recent electric bill, or will forfeit his/her right to the Grand Prize.

The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Sponsor reserves the right to substitute a prize or portion thereof for one of equal or greater value if the specific prize or any element thereof is not available at the time of the awarding of the prize. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Prizes are non-transferable and no prize substitution of any kind allowed, except at sponsor's sole discretion or as provided herein. Prizes consists of only those items specifically listed as part of the prize. Prizes may not be substituted by winner, but Sponsor may substitute a prize, or portion thereof, for one of equal or greater value. The Grand Prize winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize, at Sponsor's sole discretion. The winners will be required to complete and submit a W9 tax form prior to receiving the prize, and Station may issue a 1099 to the proper taxing authorities

6. **Claiming the Prizes:** Upon winner verification, **as a condition of being named an official winner**, the potential winners must claim his/her prize in person at the Hubbard Radio Phoenix Studios 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 ten (10) business days** of being notified as the 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, 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 names of the winners, send a self-addressed stamped envelope by August 1, 2022 to: Fulton Homes Be An Energy Star Sweepstakes Winners/Rules (designate which), 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008.

13. **Sponsor:** Fulton Homes Corp, 9140 S Kyrene Rd, Tempe, AZ 85284.