

OLDIES 92.7 – FUN, FUN, FUN GIVING A T-BIRD AWAY 2019 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 Oldies 92.7 Fun, Fun, Fun Giving a T-Bird Away Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 years or older, a permanent residence in Arizona, stationed at a military installation or a valid full-time student registered at a campus, university or educational institution within the same area, and have a valid driver's license and proof of insurance. 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 Oldies 92.7, 1100 North 52nd Street, Phoenix, Arizona 85008 (the "Sponsor"), Major League Collision ("Promotional Participant"), Mesa Golfand Sunsplash, or 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 July 29, 2019, at or about 5:00:00 AM Mountain Time ("PST") and ends on September 22, 2019 at or about 11:59:59 PM MT (the "Sweepstakes Period").
3. **How to Enter.**

A. There are five (5) ways to enter the Sweepstakes:

- (i) **Online Entry:** To enter via the online method of entry, visit oldies927az.com ("Website") during the Sweepstakes Period, 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 September 22, 2019 to be eligible. Limit one (1) Online entry per person during the entire Sweepstakes Period.

In the event of a dispute regarding the identity of the person submitting an on-line entry, the entry will be deemed to be submitted by the person who is the authorized account holder of the email address submitted at time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service, or other organization that is responsible for assigning email addresses. The entrant may be required to provide evidence that the entrant is the authorized account holder of the email address associated with the winning entry and complete an affidavit and release.

How Online Qualifiers Are Chosen: Five (5) Qualifiers/First Prize winners will be selected via a random drawing, to be held on or about September 23, 2019 by Sponsor from among all eligible Online entries received during the Sweepstakes Period. Each potential Qualifier/First Prize winner will be notified by text message, telephone or email on the day of the random drawing. Sponsor will make up to **two (2) attempts** to reach each potential Qualifier/First Prize winner. If Sponsor is unable to reach a potential Qualifier/First Prize winner after two

(2) attempts, that potential winner will forfeit his/her right to the prize, and an alternate winner may be randomly selected, time permitting, at Sponsor's sole discretion. Odds of becoming the Qualifier/First Prize winner via the Online method of entry depend on the number of eligible Online entries received during the Sweepstakes Period. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received.

- (ii) **Oldies 92.7 Mobile App Entry:** To enter via this method of entry, during the Sweepstakes Period, download the Oldies 92.7 mobile app either by visiting www.oldies927az.com and clicking on the Mobile App page, or 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 the Sweepstakes 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 App random drawing. Limit one (1) App entry per person per day. All entries must be received by 11:59:59 PM MT on September 22, 2019, to be entered into the Random Drawing.

How App Qualifiers Are Chosen: Five (5) Qualifiers/First Prize winners will be selected via a random drawing, to be held on or about September 23, 2019 by Sponsor from among all eligible App entries received during the Sweepstakes Period. Each potential Qualifier/First Prize winner will be notified by text message, telephone or email on the day of the random drawing. Sponsor will make up to **two (2) attempts** to reach each potential Qualifier/First Prize winner. If Sponsor is unable to reach a potential Qualifier/First Prize winner after two (2) attempts, that potential winner will forfeit his/her right to the prize, and an alternate winner may be randomly selected, time permitting, at Sponsor's sole discretion. Odds of becoming the Qualifier/First Prize winner via the App method of entry depend on the number of eligible App entries received during the Sweepstakes Period. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received.

- (iii) **Stream Player Entry:** To enter via the Stream Player method of entry, listeners must register on the Oldies 92.7 Stream Player at www.oldies927az.com ("Website") or on their respective mobile device. Then, listen to Oldies 92.7 through the Stream Player during the Sweepstakes Period, and for every twenty-five (25) hours or more you listen through the Oldies 92.7 Stream Player in any given week during the Sweepstakes Period, you will be eligible to receive one (1) entry into the Stream Player random drawing. To enter without listening for twenty-five (25) hours per week or more, email your complete name, date of birth, email address and telephone number in the body of the email, and put "Oldies 92.7" in the subject line and email to: contests@oldies927az.com, to be received by 11:59:59 p.m. MT on September 22, 2019. Sponsor is not responsible for lost, late, delayed, incomplete or returned emails. Limit one (1) entry per day via the app/email method of entry.

How Stream Player Qualifiers Are Chosen: Five (5) Qualifiers/First Prize winners will be selected via a random drawing, to be held on or about September 23, 2019 by Sponsor from among all eligible Stream Player entries received during the Sweepstakes Period. Each potential Qualifier/First Prize winner will be notified by text message, telephone or email on the day of the random drawing. Sponsor will make up to **two (2) attempts** to reach each potential Qualifier/First Prize winner. If Sponsor is unable to reach a potential Qualifier/First Prize winner after two (2) attempts, that potential winner will forfeit his/her right to the prize, and an alternate winner may be randomly selected, time permitting, at Sponsor's sole discretion. Odds of becoming the Qualifier/First Prize winner via the Stream Player method of entry depend on the number of eligible Stream Player entries received during the Sweepstakes Period. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received.

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. 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.

- (iv) **Text Keyword Entry:** To enter via this method of entry, during the Sweepstakes Period, listen to Oldies 92.7 each weekday (Mon-Fri) between 8:00 AM MT – 7:00 PM MT during the Sweepstakes Period for the Sweepstakes keyword to be announced ("Keyword"). Then, text the Keyword to **77000**. Upon texting the Keyword, you will automatically receive one (1) entry into the random drawing (a "Text Entry" or "Entry"). **Or, to enter without texting**, send an email with your complete name, telephone number, and the correct Keyword to: contests@oldies927az.com. Any entry that doesn't contain the proper Keyword, or that is sent after 11:59:59 PM MT on September 20, 2019 will be disqualified. Limit one (1) entry per person per Keyword during the entire Sweepstakes Period.

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.

How Keyword Qualifiers Are Chosen: Five (5) Qualifiers/First Prize winners will be selected via a random drawing, to be held on or about September 23, 2019 by Sponsor from among all eligible Keyword entries received during the Sweepstakes Period. The potential Qualifier/First Prize winner will be notified by text message, telephone or email on the day of the random drawing. Sponsor will make up to **two (2) attempts** to reach the potential Qualifier/First Prize winner. If Sponsor is unable to reach the potential Grand Prize winner after two (2) attempts, that potential winner will forfeit his/her right to the prize, and an alternate winner may be randomly selected, time permitting, at Sponsor's sole discretion. Odds of becoming the Qualifier/First Prize winner depend on the number of eligible entries received during the Sweepstakes Period. Sponsor is not responsible for text message notifications that are undeliverable, email notifications that are undeliverable or not received, or voicemail messages not received. Odds of winning via the Keyword method of entry depend on the number of eligible Keyword entries received during the entire Sweepstakes Period.

- (v) **Oldies 92.7 Remotes:** To enter via this method of entry, visit an Oldies 92.7 live appearances at the locations to be announced on-air and on the Website at www.oldies927az.com/calendar/events, to occur on 8/10/2019 from 11:00 AM MT – 1:00 PM MT, and on 8/24/2019 from 11:00 AM MT – 1:00 PM MT (each, a "Remote"). To enter via this method, hand print your complete name, address, telephone number and email address and deposit your completed entry form in the ballot box available at the van stop. All Remote

entries must be received by 1:00 PM MT on the day of each applicable Remote. Limit one (1) entry per person per Remote.

How Remote Qualifiers Are Chosen: Two (1) Qualifiers/First Prize winners will be selected via a random drawing for the first Remote, to be held on 8/10/2019 at or about 1:01 PM MT, and three (3) Qualifiers/First Prize winners will be randomly selected via a random drawing for the second Remote, to be held on 8/24/2019 at or about 1:01 PM MT. Each drawing will be conducted by Sponsor, from among all eligible Remote entries received during the applicable Remote. The potential Qualifiers/First Prize winners from each Remote will be announced at the end of the Remote, and each potential Qualifiers/First Prize winner **MUST BE PRESENT TO WIN AT THE APPLICABLE REMOTE**. Odds of winning at a Remote depend on the number of eligible entries received at the applicable Remote.

Limit one (1) First Prize per person during the entire Sweepstakes Period.

4. **How Grand Prize Winner Is Chosen** – Each Qualifier must appear at the McDonald’s Rock N Roll Car Show at The Pavilions at Talking Stick Shopping Center, 8800 – 9199 East Talking Stick Way, Scottsdale, AZ 85250 on Friday, September 28, 2019 (“Event”) and find the Oldies 92.7 Table at the Event, and check in at the table at a designated time. Then, at a predesignated time on September 28 2019, at the Event, Sponsor will select one (1) Grand Prize winner from among all Qualifiers who have checked in, via a random drawing. The potential Grand Prize winner will be announced on site and **MUST BE PRESENT TO WIN**. If the potential Grand Prize winner whose name is called does not claim his/her prize within three (3) minutes of his or her name being announced at the Event, an alternate Qualifier will be randomly selected to be the potential Grand Prize winner and his/her name will be announced. This will continue until a potential Grand Prize winner whose name is announced claims his/her prize at the Theatre. Odds of winning the Grand Prize are 1:25.
5. **Prizes and Approximate Retail Values (“ARV’s”) – One (1) Grand Prize** – A 1962 Ford Thunderbird. ARV: \$40,000.00. **OR In lieu of** the 1962 Ford Thunderbird, Grand Prize winner may elect at such winner’s option to receive: a cash alternative prize of \$5,000.00.

A 1099 form will be submitted to all appropriate taxing authorities, and by signing the Prize Release. Any warranties and guarantees are strictly limited to those provided by the manufacturers. All other warranties or guarantees are disclaimed in their entirety. The Grand Prize winner agrees to comply with all applicable laws and regulations regarding motor vehicle ownership, including, but not limited to, those dealing with the registration, licensing and insuring of a motor vehicle. The cost of any changes or additions are not included and are solely the responsibility of the Grand Prize winner. Vehicle described, displayed and/or pictured may not be the actual vehicle awarded and may show optional equipment not included. Vehicle prize recipient will be responsible for any title, license, insurance and registration fees associated with the prize vehicle. Sponsor reserves the right to substitute a prize of equal or greater value if the specific prize is not available at the time of the awarding of the prize. The winner hereby represents, and Sponsor, Promotional Participants and the other sponsors rely upon such representation, that the Grand Prize winner (a) is familiar with and has knowledge of the risks, dangers, hazards and perils involved in the ownership and/or use of a motor vehicle, (b) understands and acknowledges that the ownership and/or use of a motor vehicle may be dangerous and may expose the owner and/or user to injury and liability, and (c) hereby fully assumes any and all responsibilities, liabilities and risks arising from, related to, or connected with the ownership and/or use of the motor vehicle from the time the motor vehicle is delivered to winner, including, without limitation, serious injury, temporary or permanent disability and death, regardless of the causes. GRAND PRIZE WINNER ON BEHALF OF HIMSELF OR HERSELF, AS WELL AS HIS OR HER HEIRS AND ASSIGNS, VOLUNTARILY ELECTS TO ACCEPT ALL RISKS arising from, related to, or connected with the ownership and/or use of the motor vehicle from the time the motor vehicle is delivered to Grand Prize winner.

Grand Prize winner and guest 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 Grand Prize winner accepts the Grand Prize, and even if the Grand Prize winner does not use the Grand Prize, he/she will be responsible for the applicable taxes. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

Twenty-five (25) First Prizes - Four (4) tickets to Mesa Golf and Sunsplash. ARV: \$100.00 each. Transportation and parking are not included as part of the prize. Tickets are subject to the terms, conditions and restrictions that are printed on the ticket. Tickets may not be combined with any other offer. Limit one (1) First Prize per person during the entire Sweepstake Period. Tickets expire on 09/29/2019.

6. **Claiming the Prizes:** Upon winner verification, **as a condition of being named an official winner**, each potential First Prize winner must claim his/her prize in person at the Oldies 92.7 Studios at 1100 North 52nd 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 First 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 Grand 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 Prize winners, send a self-addressed stamped envelope by September 29, 2019 to: Oldies 92.7 Fun, Fun, Fun Giving a T-Bird Away Sweepstakes Winners/Rules (designate which), 1100 North 52nd Street, Phoenix, Arizona 85008.
13. **Sponsor:** Hubbard Radio Phoenix, LLC and its station Oldies 92.7, 1100 North 52nd Street, Phoenix, Arizona 85008.