

myTalk 107.1 "Micro-Room Makeover"
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 myTalk 107.1 – "Micro-Room Makeover Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 years or older and residents of Minnesota and western Wisconsin who are 18 years of age or older and who reside within 150 miles of the myTalk 107.1 studio located at 3415 University Avenue, St. Paul, MN 55113. No purchase necessary to enter the Sweepstakes. Employees of KTMJ-FM, LLC and its radio station myTalk 107.1, (the "Sponsor"), Southern Lights, Putnam Farm House, Great Floors MN, Interior Impressions/Woodbury Blinds, 360 Paint (collectively, "Prize Providers"), Hubbard Radio, LLC, 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 (collectively with Sponsor and Prize Providers, the "Released Parties") 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 at 12:00:00 AM Central Time ("CT") on April 1, 2021 and ends at 11:59:59 PM CT on April 30, 2021 (the "Sweepstakes Period").
3. **How to Enter:** To enter, you must download the myTalk 107.1 mobile Stream Player app from your App marketplace to your iPhone, iPad or Android device, and open the app on your smartphone or tablet ("App"). Upon opening the App, you must register to be a myTalk 107.1 App Rewards Member. Once you become a myTalk 107.1 App Rewards Member, or if you were already a myTalk 107.1 Apps Rewards member before this Sweepstakes, open your App each day during the Sweepstakes Period to find the Sweepstakes tile to enter and submit your name to receive an entry into the random drawing. Limit one (1) entry per App Rewards Member per day via this method of entry. All entries/registrations must be received by 11:59:59 p.m. CT on 4/30/21, to be entered into the Random Drawing.
4. **Random Drawing:** On or about May 1, 2021, one (1) Grand Prize winner will be selected via a random drawing, to be conducted by Sponsor from among all eligible entries received during the Sweepstakes Period. Decisions of Sponsor are final and binding. Odds of being the Grand Prize winner depend on the number of eligible entries that are received. The potential Grand Prize winner will be notified by telephone or email, and may also be announced on-air, on or about the day of the random drawing. Failure to respond to the winner notification within **forty-eight (48) hours** will be deemed forfeiture of the Grand Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email message notifications that are undeliverable or not received, or voicemail messages not received.
5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize –** A micro-room makeover for a maximum size of 12' x 12' room, consisting of:

- **Southern Lights** – Store Credit for Lighting and Accessories up to \$1,500 in value.
- **Putnam Farm House** – Store Credit for Custom Furniture up to \$1,700 in value.
- **Great Floors MN** - Select carpet or luxury vinyl plank flooring for 12' x 12' room, including installation up to \$1,400 in value.
- **Interior Impressions/Woodbury Blind** – Up to a \$1,500 store credit toward product, and \$500.00 in Interior Design services.
- **360 Paint** – Store credit for Interior Painting job on 12' x 12' room for up to \$450 in value.

Total retail value of Grand Prize is \$7,050.00.

Prizes are non-transferrable, and not substitutable and not redeemable for cash. In the event there is any remaining store credit to any retail location, no cash back will be provided. Sponsor may substitute the prize, or portion thereof, for one of equal or greater value at Sponsor's sole discretion for any reason. Grand Prize winner will be required to sign a liability and/or publicity release and a W9 tax form (collectively, the "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.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must sign and return the Release Forms to the Station via email or mail within **ten (10) business days** of receiving the Release Forms, or prize may be forfeited at Sponsor's sole discretion. Upon receipt of the Release Forms, Sponsor will work with the Grand Prize winner and Prize Providers to help coordinate Grand Prize redemptions. All unclaimed or returned prizes remain 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 prizes 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 Minnesota; (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 Minnesota, without giving effect to any choice of law or conflict of law rules (whether of State of Minnesota, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website until May 30, 2021. For the name of the Grand Prize winner, please send a self-addressed stamped envelope, to be received no later than May 7, 2021, to: myTalk 107.1's Micro-Room Makeover Winner, 3415 University Avenue, St. Paul, MN 55113.
13. **Sponsor:** KTMV-FM, LLC and its Station myTalk 107.1's Micro Room Makeover, 3415 University Avenue, St. Paul, MN 55113.