

KMNB/BUZ'N@102.9 ICE PALACE PROMOTION

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. HOW TO ENTER

a. These rules govern the KMNB/BUZ'N@102.9 Ice Palace promotion (the "Promotion"), which is being conducted by KMNB (the "Station"). The Promotion begins on Monday, October 21, 2013 and ends on Friday, November 8, 2013 (the "Promotion Dates").

b. To participate in this Promotion, you may enter by phone beginning on Monday, October 21, 2013 at 7:00am Central Time ("CT") and ending on Friday, November 8, 2013 at 4:00pm CT (the "Entry Period") as follows:

c. To enter on-air, listen to the Station on-air each weekday beginning on Monday, October 21, 2013 and ending on Friday, November 8, 2013 at approximately 7:00am, 11:00am, 2:00pm, and 4:00pm CT during the Entry Period for the Brad Paisley Song. Upon hearing the Brad Paisley song play in its entirety, the 29th caller to get through to the Station contest line at 651-989-1029 will win a qualifying prize upon confirmation of eligibility. At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. In the event that the selected caller is incorrect, disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line, answers correctly, and completes their call will be a qualifying prize winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a qualifying prize winner only once.

d. On Monday, November 11, 2013, the Station will select a potential grand prize winner in a random drawing of all qualifying prize winners. Listen for the Station to announce the name of the potential grand prize winner at approximately 7:40am CT on November 11, 2013. The potential grand prize winner will have ten (10) minutes and twenty-nine (29) seconds to call into the Station at 651-989-1029 after his or her name is announced on-air to claim the prize. If the potential winner does not call within ten (10) minutes and twenty-nine (29) seconds of their name being announced, another name will be selected and announced on-air until a grand prize winner is selected. Station will be the timekeeper for this Promotion at its sole discretion. At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win.

e. There will be up to a total of sixty (60) qualifying prize winners selected during the Entry Period. One (1) grand prize winner will be selected at the conclusion of the Promotion.

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all persons who are 18 years of age or older and who reside in Minnesota and Wisconsin. Officers, directors, and employees of the Station, the Station's licensee (collectively, "Promotion Entities"), their respective parent, subsidiary and affiliated entities, Station's advertising and promotional agencies and participating sponsors, other radio stations in the Minneapolis metropolitan area, the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Entrants are responsible for complying with these Official Rules.

b. Only one (1) winner per household is permitted in any Station-conducted promotion.

c. The winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.

d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

a. Sixty (60) qualifying prizes will be awarded in this Promotion. Each qualifying prize is a pair of tickets to see Brad Paisley on Saturday, November 16, 2013 at Xcel Energy Center in St. Paul, Minnesota. The Approximate Retail Value ("ARV") of each qualifying prize is \$120.00. The winners will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. The prize is awarded as is. Tickets valid only on the date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time. Lost or stolen tickets will not be replaced. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner and/or guest(s) if either engages in

disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the Brad Paisley concert.

b. One (1) grand prize will be awarded in this Promotion. The grand prize is a Lake of the Woods Hybrid Model Fish House. The ARV of the grand prize is \$17,000.00. The prize winner shall be solely responsible for any and all applicable taxes, including sales tax, as well as title, plate fees, registration and documentation fees, insurance (proof of which may be required to be shown prior to taking possession of vehicle), dealer preparation fees and destination charges (if any), operating and maintenance expenses and any other fees and expenses not specified herein associated with the receipt and use of the prize. Selection of vehicle color, options and equipment will be determined by Station in its sole discretion and will be based on dealer stock/availability. Dealer incentives or rebates will not be credited or applied to any vehicle won. Winner must take possession of vehicle at a dealership designated by the Station or its designee within forty-five (45) days **[ADJUST ACCORDINGLY BASED ON DEALER'S REQUIREMENTS]** following winning or whenever winner's vehicle becomes available. Winner is solely responsible for all costs associated with any permitted or available vehicle upgrade/option package and/or accessories. If required by law, winner must have a valid U.S. driver's license and proof of insurance to take delivery. Vehicle awarded may differ from any vehicle shown in Promotion materials. The prize is provided as is. Neither the Promotion Entities nor the dealer/retailer have made or are responsible in any manner for any warranties, representations or guarantees, express or implied, in fact or law, relating to the prize, including without limitation, its quality, mechanical condition, merchantability or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply.

c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at the office of the Station at the address below during regular business hours. The winners will forfeit any prize or prize certificate not claimed by 5:00pm CT on November 15, 2013. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.

d. The Prize(s) is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included

with the prize or as may be separately provided to participants by law. Other restrictions may apply.

4. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Sixty (60) qualifying prize winners will be selected on-air as described in Section 1 of these Official Rules.
- c. One (1) grand prize winner will be selected on-air on Monday, November 11, 2013 as described in Section 1 of these Official Rules.
- d. Odds of winning a qualifying prize depend on the order and number of phone calls received. Odds of a qualifying prize winner winning the grand prize are 1 in 60.
- e. Qualifying prize winners and the grand prize winner must listen to the Station. Qualifying prize winners and the grand prize winner do not need to be present to win.
- f. Potential prize winner(s) will be notified of winning at the time of their winning phone calls. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner (or their parent or legal guardian if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:00pm CT on November 15, 2013 or prize will be forfeited. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s).

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize and will be required to complete and submit an IRS form W-9 with the winner's full social security number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the station (or any other CBS Radio station in station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of the prize (s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its agents to interview the winner(s) (or guest(s), if applicable), to photograph, film, and record each winner (or guest, if applicable), and to use in commerce and in any media now or hereafter known throughout the world in perpetuity, his/her name, prize won,

hometown (city and state), biographic information, likeness, photograph, audio or video recording, and/or any statements made by him/her regarding the Station, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion's sponsor(s), the Station, its licensee, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or delivery, possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy.

d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion

prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

f. The use of any device to automate entry is prohibited and will result in disqualification. Online entries generated by a script, macro or use of automated devices will be disqualified at the Station's discretion. The Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. For phone or mobile entries, the authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Station's website. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station reserves the right to disqualify that entrant from entering and/or winning this and future Station-administered Promotions and to prosecute and seek damages to the fullest extent permitted by law.

g. The Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.

h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize (s) shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"). Further, by entering the Promotion, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by November 8, 2013 to

“KMNB/BUZ’N@102.9 Ice Palace Promotion– Official Rules,” Attn: Promotions, KMNB 625 2nd Avenue South #200, Minneapolis, Minnesota 55441. For the names of the prize winners send a self-addressed stamped envelope for receipt by January 8, 2014 to the above address marked “KMNB/BUZ’N@102.9 Ice Palace Promotion – Winner List.” The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at buzn1029.com

Administrator/Sponsor: KMNB/BUZ’N@102.9. 625 2nd Avenue South #200, Minneapolis, Minnesota 55402.