

B-105 (WUBE) – SHOW US YOUR SNOW PHOTO SWEEPSTAKES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

ALL PHOTOS SUBMITTED MAY APPEAR ON SPONSOR'S WEBSITE, SPONSOR'S INSTAGRAM PAGE, OR IN ANY OTHER MEDIUM FOR ANY PURPOSE WITHOUT NOTICE, APPROVAL, ATTRIBUTION, OR ADDITIONAL COMPENSATION IN SPONSOR'S SOLE DISCRETION.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The B-105 (WUBE) "Show Us Your Snow Photo" Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 years or older and residents of Indiana, Ohio or Kentucky. Employees of Hubbard Radio Cincinnati, LLC and its station B-105 (WUBE), 2060 Reading Road, Cincinnati, Ohio 45202 (the "Sponsor"), and Hubbard Radio, LLC, (collectively with Sponsor, the "Released Parties"), any radio, television or other media companies located in the Cincinnati 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 Contest 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. No more than one (1) winner per household. Contestants can only win once per day. Previous winners of contests conducted by the Station must comply with the following time limit before attempting to enter the Contest: Contestants may only win one prize per person at or above \$10,000 every six months unless specified otherwise. Each time limit is measured from the date the winner won their prize in the prior contest. The Contest 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest shall begin at 6:00 AM Eastern Time ("ET") on February 16, 2021 and end at 11:59:59 PM ET on February 25, 2021 ("Contest Period").
- 3. How to Enter.** To enter, upload your snow photo (i.e. snowman, sledding, kids playing, etc) ("Photo") along with a caption (the Photo and caption will hereinafter collectively be referred to as your "**Submission**"), using the hashtags **#B105Snow #Contest**, to your personal Instagram page, to receive one (1) entry into the Contest.

Sponsor is not responsible for problems accessing the social media pages, 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 Contest. All entries will be submitted by 11:59:59 PM ET on February 25, 2021 to be included in the Contest. All Photo entries must include BOTH the hashtags **#B105Snow #Contest**, or they will be forfeited. Entrant must have the express permission from any individual (or his/her parent/legal guardian if any individual is deemed a minor) included in the Photo to submit the Photo in this Contest. Photo must not be indecent or obscene or contain pornography or material of a sexual or other inappropriate nature or show illicit drugs, or represent Sponsor in a false or negative light. **Limit:** one (1) entry per person/email address per method of entry. Anyone attempting to get more than one (1) entry may be disqualified from the entire Contest at Sponsor's sole discretion.

NEED PUBLIC PROFILE: When entering, entrants must adjust their Instagram account settings to allow Sponsor to collect entries. For this purpose, entrants will have to set their Instagram account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's burden to take any steps necessary to adjust their Instagram account settings so that messages can be sent by Sponsor. An Entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust Instagram account settings, shall be entrant's, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including the failure on behalf of entrant to adjust their Instagram account settings accordingly. By entering this Contest, each entrant agrees that the Sponsor has the right to contact the entrant by direct Message via entrant's Facebook, Instagram or Twitter to administer and fulfill this Contest.

This Contest is not sponsored, endorsed, administered by or associated with Instagram. By entering, you are providing the information to Sponsor, and not to Instagram. WHEN YOU UPLOAD YOUR PHOTO YOU AUTHORIZE US TO USE YOUR PHOTO WITHOUT COMPENSATION.

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 by Online 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 a cellular service provider or 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. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

4. **Submission Criteria:** Entrants agree to and understand that Submission may be made available to the public, including without limitation, posting on the Internet, and may appear in Sponsor's advertising and marketing materials without notice or compensation to you. Whether or not Submission is published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Submissions.

i. Each Submission must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Submission and each Submission must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Submission entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Submission entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of

these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation.

ii. By uploading the Submission the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Submission at its sole discretion through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or un-related to the Contest, and at any location, whether physical or online. Entrant agrees to release, defend, indemnify and hold harmless each of Released Parties from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo and any portion thereof, or the likeness of any natural person therein.

iii. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual material contained in the Submission.

iv. Submissions must **not** contain material that: (1) contains or depicts someone smoking, intoxicated, or using illegal substances, or any paraphernalia related to any of the above; (2) violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights; (3) contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (4) contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements); (5) contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, profane, obscene, hateful, tortious, slanderous or libelous; (6) references persons or organizations without their written permission; (7) disparages any persons or organizations; (8) includes threats to any person, place, business, or group; (9) is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Submission to comply with the preceding requirements and restrictions, as determined by Sponsor, in its sole discretion, may result in disqualification of entrant's entry. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Submissions must be suitable for presentation in a public forum, in sole determination of Sponsor.

5. **Random Drawing/Winner Notification:** A random drawing from all photos collected will occur on or about Friday, February 26, 2021. Winner will be sent a direct message through Instagram. Failure to respond to the winner notification within **three (3) days** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email or direct message notifications that are undeliverable or not received, or voicemail messages not received.

6. **Prize and Approximate Retail Value (“ARV”) – One (1) Grand Prize – \$500 cash.** All local, state, and federal taxes on the Prizes are winner’s sole responsibility. Prize is non-transferable. Prize may not be substituted by winner, but Sponsor may substitute the prize for one of equal or greater value. Prize is non-transferable. 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 winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Winner may be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize. A 1099 form may be submitted to all appropriate taxing authorities, and by signing a Prize Release (if applicable), the winner accepts the Prize, and even if the winner does not use the Prize, he/she will be responsible for the applicable taxes. Sponsor may substitute any prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor’s sole discretion.

7. **Claiming the Prizes:** Upon winner verification, **as a condition of being named the official Grand Prize winner**, the potential winner must claim his/her prize in person at the B-105 Studios located at 2060 Reading Road, Cincinnati, Ohio 45202 during regular business hours (9:00 a.m. – 5:00 p.m.; Monday - Friday) **within 24 hours** 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 Grand 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.
8. **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 Contest; (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 Contest, 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 Contest 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.
9. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, 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 Contest 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 Contest 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.

10. **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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest or receipt or use or misuse of any Prize.
11. **Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, 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 Contest.
12. **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 Contest 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 Ohio; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 Contest shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

13. **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 to: B-105 Show Us Your Snow Photo Winner/Rules (designate which), 2060 Reading Road, Cincinnati, Ohio 45202.
14. **Sponsor:** Hubbard Radio Cincinnati, LLC and its station B-105 (WUBE), 2060 Reading Road, Cincinnati, Ohio 45202