

5 EYEWITNESS NEWS –Oscar Night with Lady Gaga 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 5 EYEWITNESS NEWS Oscar Night with Lady Gaga Giveaway (the "Sweepstakes") is open only to viewers 18 years or older and residents of Minnesota or Wisconsin to be eligible to win. No purchase necessary to enter the Sweepstakes. Employees of KSTP-TV, LLC and its station 5 EYEWITNESS NEWS, 3415 University Avenue, St. Paul, MN 55114 (the "Sponsor"), Hubbard Broadcasting, Inc. 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, 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 will run on February 26, 2017 from 10:00 PM Central Time ("CT") until 11:59:59 PM CT on February 26, 2017 (the "Sweepstakes Period").
- 3. How to Enter:** To enter, watch KSTP 5 Eyewitness News at 10:00 PM on Sunday, February 26, 2017 and listen for the special keyword ("Keyword"). Once you hear the Keyword, text the Keyword to **42379**, or send an email with your complete name, telephone number, and the Keyword to: kbendell@kstp.com with the "Oscar Night with Lady Gaga Giveaway" in the Subject Line of the email. Limit one (1) entry per person/mobile phone/email address. All entries must be received by 11:59:59 PM CT on February 26, 2017, to be eligible for the random drawing. Odds of winning depend on the number of eligible entries received in the entire Sweepstakes Period. Any entry that doesn't contain the proper Keyword, or that is sent after 11:59:59 PM CT on February 26, 2017 will be disqualified and will not be eligible for the random drawing.

TEXT MESSAGE RATES MAY APPLY. In the event of a dispute regarding the identity of the person submitting a mobile text entry or email entry, the entry will be deemed to be submitted by the person in whose name the mobile number or email address is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the mobile number or email address associated with the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. 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.

- 4. Random Drawing/Winner Notification:** One (1) Grand Prize winner will be selected via a random drawing to be conducted by Sponsor on or about February 27, 2017, from among all eligible entries received. Decisions of Sponsor are final and binding. The Grand Prize winner will be notified by Sponsor via email or telephone on or about the day of the random drawing. 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 notifications that are undeliverable or voicemail messages not received.
- 5. Prize and Approximate Retail Value ("ARV") - One (1) Grand Prize -** Two (2) tickets to the Lady Gaga concert on August 21, 2017 at 7:30 PM CT at the Xcel Energy Center in St. Paul, MN ARV:

\$500.00. Prize consists of only those items specifically listed as part of the Prize. No cash or other substitution allowed by winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. The prize is non-assignable and non-transferable. Prize cannot be resold on eBay, Craigslist and other entities of the like. The winner is solely responsible for local, state and federal taxes on the prize, if any. The winner and his/her guest acknowledge and agree that if any alcohol is consumed by the winner and his/her guest, such alcohol consumption is at the sole discretion of the winner and his/her guest and the Sponsor is not responsible for any cost or circumstances resulting from such alcohol purchases/consumption. Seat location is at Sponsor's sole discretion. Parking and transportation are not included as part of the prize.

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 will be submitted to all appropriate taxing authorities.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named the official winner**, the potential winner must claim his/her prize in person at the 5 EYEWITNESS NEWS Studios at 3415 University Avenue, St. Paul, MN 55114, during regular business hours (9:00 a.m. – 5:00 p.m) **within 10 days** of being named the winner. This is to verify that the prize is being given to the qualified 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 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://kstp.com/article/stories/s277.shtml>. 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, or for the name of the winner, send a self-addressed stamped envelope by March 26, 2017, to: 5 Eyewitness News Oscar Night with Lady Gaga Giveaway Rules/Winner (designate which), 3415 University Avenue, St. Paul, MN 55114.
13. **Sponsor:** KSTP-TV, LLC, 3415 University Avenue, St. Paul, MN 55114.