

## KSTP-TV "KSTP App & Flyaway on Sun Country Airlines" 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 KSTP-TV KSTP App & Flyaway on Sun Country Airlines Sweepstakes (the "Sweepstakes") is open only to viewers 18 years or older and residents of Minnesota or Wisconsin who reside within 150 miles of the Twin Cities Live studios. No purchase necessary to enter the Sweepstakes. Employees of KSTP-TV, LLC, 3415 University Avenue, St. Paul, MN 55114 (the "Sponsor"), Sun Country Airlines ("Promotional Participant"), 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 and Promotional Participant, 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 from 9:00 AM Central Time ("CT") on July 29, 2019 until 9:00 PM CT on October 1, 2019 ("Sweepstakes Period").
- 3. How to Enter:** To enter, text "**weather**" to **42379** ("Keyword"), or send an email with your complete name, telephone number, and the Keyword to: [kbendell@kstp.com](mailto:kbendell@kstp.com) with the "Flyaway on Sun Country Airlines" in the Subject Line of the email. Limit one (1) entry per person/mobile phone/email address. All entries must be received **by 9:00 AM CT** on October 1, 2019. Any entry that doesn't contain the proper Keyword, or that is sent after 9:00 AM CT on October 1, 2019 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:** A random drawing will be conducted on or about October 1, 2019 after 9:00 AM CT, from among all eligible entries received to determine the winners. Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Sponsors will conduct the random drawing. Winner will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to **2 attempts** to contact the potential winner. If the potential winner cannot be contacted after 2 attempts, that potential winner will forfeit the prize, and the prize may be awarded to an alternate winner, time permitting. All unclaimed prizes remain the property of Sponsor.
- 5. Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize –** A \$500.00 Sun Country Airlines travel voucher. ARV: \$500.00. Additional taxes and fees apply. Travel is based on availability. Schedules are subject to change. Travel voucher is not retroactive and cannot be applied to previously purchased tickets. Reservations must be booked through Sun Country Airlines - Guest Services. No

credit will be issued if booked through other sources. Voucher is transferable only upon the express written approval of Sun Country Airlines; cannot be redeemed for cash and cannot be used for barter. Voucher cannot be resold on eBay, Craigslist and other entities of the like. Travel must be completed at one time (i.e., cannot separate/split certificate). Original vouchers only will be accepted for complimentary travel. Allow fourteen (14) days for processing. Change fees apply to voluntary changes made to your reservation. Travel voucher is non-commissionable. Travel voucher is not valid with any other promotions or for Sun Country Vacations packages. Prize winners are responsible for arrangement of and cost of all hotel accommodations, ground transportation, gratuities, meals, bag fees, seat fees, and any and all other incidental costs or expenses not identified in these Official Rules. In the case of no-show all monies are forfeited and not returned to the prize winners. No voucher credit remains. If a prize winner misses the initial flight as scheduled, the prize winner will forfeit the prize. If the prize winner is not present for the designated return flight, he/she is solely responsible for his/her return. This Giveaway is subject to all applicable policies, practices and procedures of Sun Country Airlines. PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. SUN COUNTRY AIRLINES DISCLAIMS ALL AND ANY LIABILITY FOR THE ACTUAL PROVISION, QUALITY OR NATURE OF ANY THIRD PARTY PRODUCT OR SERVICE ACCEPTED BY THE PRIZE WINNER. Taxes, if any, are the sole responsibility of each prize winner. Sponsor reserves the right to substitute a different prize of approximately equivalent value in its sole discretion.

Prize is non-transferrable, not substitutable and not redeemable for cash. Sponsor may substitute the prize for one of equal or greater value at Sponsor's sole discretion for any reason. Grand 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, 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, the potential winner will receive a document to sign from Sun Country Airlines. In the event winner fails to sign and return the document to Sun Country in the timeframe provided to winner at the time the document is presented to him/her, that winner will forfeit his/her right to the Grand Prize. The winner may also be required to prove he or she is a qualified winner by presenting identification acceptable in order to pick up the Prize at the Event prior to being named the official Grand prize winner (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). 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 October 7, 2019, KSTP App & Flyaway on Sun Country Airlines Rules/Winners (designate which), 3415 University Avenue, St. Paul, MN 55114.
13. **Sponsor:** KSTP-TV, LLC, 3415 University Avenue, St. Paul, MN 55114.