

KSTP-TV – Sun Country Fare Giveaway

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 Sun Country Fare Giveaways (the "Sweepstakes") is open only to viewers 21 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 55414 (the "Sponsor"), Sun Country Airlines the "Promotional Participant"), Minnesota State Fair, 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 August 25, 2023 from 9:00 AM Central Time ("CT") until 8:00:00 PM CT on September 4, 2023 (the "Sweepstakes Period").
- 3. How to Enter:** To enter, visit the KSTP-TV building at the 2023 Minnesota State Fair and find the QR Code at the KSTP-TV building; scan the QR Code to find, complete and submit the entry form to receive on entry into the random drawing. Limit one QR Code entry per person per day. Or, to enter without attending the 2022 Minnesota State Fair, email your complete name, telephone number, and email to: kbendell@kstp.com with the "Sun Country Fare Giveaway" in the Subject Line of the email. Limit one (1) entry per person per day, regardless of the method of entry, to be eligible for the random drawing. All entries must be received by 8:00:00 PM CT on September 4, 2023 to be eligible for the random drawing. Odds of winning depend on the number of eligible entries received.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook or Instagram. By entering, you are providing your information to Sponsor and not to Facebook or Instagram.

PLEASE NOTE: Entrants must adjust their Instagram account settings to allow for receipt of messages from Sponsor. 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 Sweepstakes, each entrant (or entrant's parent/legal guardian, on behalf of entry, if entrant is under the age of 18) agrees that the Sponsor has

the right to contact the entrant by direct Message via entrant's Instagram or email accounts provided upon registrations to administer and fulfill this Sweepstakes.

4. **Random Drawing:** One Grand Prize winner will be selected via a random drawing, to be conducted by Sponsor on or about September 5, 2023, from among all eligible entries received. Decisions of Sponsor are final and binding. The Grand Prize winner will be notified by Sponsor via direct message, email or telephone on or about the day of the random drawing. Failure to respond to the winner notification within **twenty-four (24) 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 notifications that go unread, messages that are undeliverable or voicemail messages not received or for any technical error that may interfere with the notification.
5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize –** Airfare for four (4) people on Sun Country Airlines, anywhere where Sun Country flies, to be awarded in the form of a voucher. ARV: Up to \$2,500.00. Travel must be booked within six (6) months of the random drawing or will be forfeited in its entirety. Ground transportation is not include as part of the prize.

PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. MN AIRLINES LLC, D/B/A 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 WINNER.

Winner and guests must book all travel within six (6) months of the random drawing, or prize may be forfeited at Sponsor's sole discretion and awarded to an alternate winner, time permitting. Reservations required and winner must work with Promotional Participant to arrange for flights. Voucher and tickets are subject to the terms, conditions and restrictions as printed on the voucher/tickets. In the event the flight is cancelled, postponed or rescheduled, such cancellation, postponement or rescheduled flight is subject to the current policies of Sun Country Airlines, and no refund or cash back will be awarded. All local, state and federal taxes associated with the prize are the winner's sole responsibility. Ground transportation is not included as part of the prize. The winner is responsible for any other costs and expenses not specified herein as being awarded, including but not limited to ground transportation and any baggage fees or special taxes associated with the airfare. The winner and his/her guests acknowledge and agree that if any alcohol is consumed by the winner and his/her guests, such alcohol consumption is at the sole discretion of the winner and his/her guests and neither the Sponsor nor the Promotional Participant are responsible for any cost or circumstances resulting from such alcohol purchases/consumption. 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. Taxes and fees are subject to change upon notice from Sponsor. Prize is nontransferable and not redeemable for cash. If the winner and his/her guest miss the initial flight as scheduled, the winner will forfeit the prize. If the winner and/or his/her guest is not present for the return flight to Minnesota, he/she is solely responsible for his/her return flight to Minnesota. Guests must be at least 18 years of age or older (unless traveling with a legal guardian or parent) and will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize.

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 the Prize. Winners will be required to sign liability and/or publicity release and a W9 tax form ("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 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.

6. **Claiming the Prize:** The Grand Prize winner must return their Prize Release to Sponsor within the time frame specified and method as specified by Sponsor, as a condition of receiving the Grand Prize. Upon receipt of all Prize Release documents, Sponsor will mail the Prize and Prize details to the Grand Prize winner. Sponsor is not responsible for lost, late, damaged, mutilated, delayed, or technical failures or glitches that result in Grand Prize winner not receiving the Prize.
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: https://hubbardbroadcasting.com/privacy-policy/?utm_source=kstp&utm_medium=link&utm_campaign=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, or for the name of the winner, send a self-addressed stamped envelope by September 11, 2023 to: KSTP-TV Sun Country Fare Giveaway Rules/Winner (designate which), 3415 University Avenue, St. Paul, MN 55114.
13. **Sponsor:** KSTP-TV, LLC, 3415 University Avenue, St. Paul, MN 55114.