

5 EYEWITNESS NEWS – “Patio Town Giveaway” 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 Patio Town Giveaway Sweepstakes (the "Sweepstakes") is open only to residents of Minnesota or Wisconsin who are 18 years of age or older. 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"), ("Promotional Participant"), Patio Town, 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 (or his/her parent/legal guardian if entrant is deemed a minor) 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 August 25, 2023, at 10:00 AM Central Time ("CT") through September 4, 2023, at 8:00 PM CT ("Sweepstakes Period"). Notwithstanding the foregoing, the prize wheel will be **closed and unavailable** on weekdays (Mon-Fri) from 3:00-4:30 PM CT during Twin Cities Live.
- 3. How to Enter:** There are two (2) ways to enter this Sweepstakes:

(a) Minnesota State Fair. In order to enter via this method, go to the KSTP-TV Building at the Minnesota State Fair during normal Minnesota State Fair hours each day during the Sweepstakes Period (Mon-Fri 10 AM-8 PM & Sat-Sun 9 AM-8 PM) for your chance to spin the wheel. **PLEASE NOTE:** The wheel will be **closed and unavailable** on weekdays (Mon-Fri) from 3:00-4:30 PM CT during Twin Cities Live. If the eligible participant spins the wheel, and it lands on the **Patio Town** prize wheel wedge, he/she will then be eligible to enter his/her complete name, address, telephone number and email address on an official entry form, and that entry form will be put into the Grand Prize random drawing. Limit one (1) spin per person per day.

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 other than as specifically stated in these Official Rules may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

OR

(b) 5 Eyewitness News Studio. In order to enter via this method, come to the 5 Eyewitness News studio located at 3415 University Avenue, St. Paul, MN 55114 between the hours of 9:00 AM CT and 5:00 PM CT Mon-Fri from August 25, 2023 through September 4, 2023, to request an official entry form. Then, he/she will be eligible to enter his/her

complete name, address, telephone number and email address on an official entry form, and that entry form will be put into the Grand Prize random drawing. All entry forms coming for the Studio will be combined with the State Fair entries for an equal chance to win the Grand Prize. Limit one (1) entry per person per day.

4. **Grand Prize Random Drawing & Winner Notification:** One (1) Grand Prize winner will be selected on or about September 5, 2023 from among all eligible entries received via method set forth in Official Rule 3 (a) and 3 (b) above. Decisions of Sponsor are final and binding. Odds of winning the Grand Prize depends on the number of eligible entries are received. The winner will be notified by telephone and/or email. Failure to respond to the winner notification within **two (2) days** or after two (2) attempts by Sponsor to contact a potential Grand Prize winner, 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 are undeliverable or voicemail messages not received.
5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize – 5-Piece Outdoor Dining Set w/ Table and Chairs & Backyard Grill.** ARV: \$6,000.00. The winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. In the event the Grand Prize winner resides within a 50-mile radius of Sponsor's studio located at 3415 University Ave. St. Paul, MN 55114, Promotional Participant will include free delivery of the Prize to be delivered on a date mutually agreed upon by the parties. In the event Grand Prize winner resides further than a 50-mile radius of the Sponsor's studio, Grand Prize winner will be solely responsible for picking up the prize at the Promotional Participant's business within 45 days of being named the Grand Prize winner. In the event the Grand Prize winner fails to pick up the Prize within 45 days, the Grand Prize winner will forfeit their right to the Grand Prize. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Prize is not transferable and not redeemable for cash.

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, they 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 timeframe 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 Grand Prize 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 (or his/her parent/legal guardian if participant is deemed a minor) 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://kstp.com/general-information/hubbard-television-group-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 (or his/her parent/legal guardian if entrant is deemed a minor) 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 names of the Grand Prize winner, send a self-addressed stamped envelope by September 10, 2023, to: 5 Eyewitness News State Fair Spin & Win Sweepstakes Rules/Winner (designate which), 3415 University Avenue, St. Paul, MN 55114.
13. **Sponsor:** KSTP-TV, LLC, 3415 University Avenue, St. Paul, MN 55114.