

## “Best Summer Ever in the Heartland” Giveaway Official Sweepstakes Rules

A complete copy of these rules can be obtained at the offices of radio stations KAKS-FM, KCYT-FM, KFMD-FM, KUOA-AM (collectively, the “Stations”), owned and operated by Hog Radio, Inc. (“Owner”), 2704 American Street, Springdale, AR 72764, during normal business hours Monday through Friday, or by sending a self-addressed, stamped envelope to the above address.

The Stations will conduct the “**Best Summer Ever in the Heartland” Giveaway** (the “Sweepstakes”) in conjunction with Heartland Honda, located at 824 S 48<sup>th</sup> St, Springdale, AR, 72762 (“Sponsor”) substantially as described in these rules, and by participating, each participant agrees as follows:

**1. NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

**2. Eligibility.** This Sweepstakes is open only to legal U.S. residents age 18 years or older with a valid Social Security number and who reside in the Station’s Total Survey Area (“TSA”) as defined by Nielsen Audio at the time of entry. Void where prohibited by law. Employees of Owner, its parent and subsidiary companies, affiliates, related entities and subsidiaries, promotional Owners, prize providers, advertising agencies, other radio stations serving the Stations’ TSA, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. 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 Owner’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.

**3. Sweepstakes Period; Grand Prize Event.** The Sweepstakes will begin at 12:01 a.m. CST on May 9, 2016 and will run through 11:59 p.m. CST on July 4, 2016 (the “Sweepstakes Period”). The Grand Prize Event will take place on July 9, 2016 Sponsor location. The Station’s computer is the official time keeping device for this Sweepstakes.

**4. How to Enter.** You will automatically be entered into the Sweepstakes once you complete one of the following:

(i) On-Air through KAKS-FM and KUOA-AM: Listen to KAKS-FM or KUOA-AM weekdays from 7:00 a.m. to 9:00 p.m. during the Sweepstakes Period. When the Station plays the “cue-to-call” sounder, listeners should call the Station at the provided studio phone number. The designated caller to the Station, as determined by the Station in its sole discretion, will be qualified to participate in the grand prize drawing for a chance to win. ***Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:*** Due to the time delay that exists between the Station’s analog over-the-air signal and the Station’s online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station’s analog over-the-air signal. As a result, the odds of an online listener entering this Sweepstakes on-air may be diminished.

(ii) On-Air through KCYT-FM: Listen to KCYT-FM weekdays from 7:00 a.m. to 9:00 p.m. during the Sweepstakes Period. When the Station plays the “cue-to-call” sounder, listeners should call the Station at the provided studio phone number. The designated caller to the Station, as determined by the Station in its sole discretion, will be qualified to participate in the grand prize drawing for a chance to win. ***Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:*** Due to the time delay that exists between the Station’s analog over-the-air signal and the Station’s online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station’s analog over-the-air signal. As a result, the odds of an online listener entering this Sweepstakes on-air may be diminished.

(iii) On-Air through KFMD-FM: Listen to KFMD-FM weekdays from 7:00 a.m. to 9:00 p.m. during the Sweepstakes Period. When the Station plays the “cue-to-call” sounder, listeners should call the Station at the provided studio phone number. The designated caller to the Station, as determined by the Station in its sole discretion, will be qualified to participate in the grand prize drawing for a chance to win. ***Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:*** Due to the time delay that exists between the Station’s analog over-the-air signal and the Station’s online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station’s analog over-the-air signal. As a result, the odds of an online listener entering this Sweepstakes on-air may be diminished.

(iv) Via Stations' online presence: Various opportunities will be presented via websites and social media networks at the discretion of Stations Owner for which persons who may qualify for the prize drawing per above eligibility requirements may receive an invitation to the grand prize drawing. These grand prize drawing qualifications are at the sole discretion of Stations Owner and management. All decisions are final. All entries received are subject to publicity policies contained herein under "9. Publicity."

(ix) Live Remotes: Attend a live remote broadcast conducted by Stations and complete an entry form. There will be one (1) qualifier drawn during each remote broadcast and subsequently qualified for the grand prize drawing.

Owner is not responsible for lost, late, duplicate, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. All entries become the sole and exclusive property of Owner and will not be returned. Owner reserves the right to contact entrants and all other individuals whose email address or phone number is submitted as part of this promotion. No mail-in entries will be accepted. Duplicate qualifications for the Grand Prize Event will be null and void.

**5. Winner Selection.** On July 9, 2016, all qualifiers must attend the Grand Prize Event at Sponsor location to be eligible to participate in the Grand Prize Event. All qualifiers MUST be present to Win. Qualifiers must check in with Station representatives. Failure to timely check in will result in disqualification from further participation in the Sweepstakes. Owner will begin a reverse draw down to select one (1) Grand Prize in a random drawing from among all valid on-air, online and on-site entries received during the Sweepstakes Period. The winning entrant will be awarded the prize, subject to verification of eligibility and compliance with the terms of these rules. Owner's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes.

**6. Verification of Potential Winner.** POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY OWNER WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be required to sign and return to Owner, within three (3) days of being declared the potential winner, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the Sweepstakes Prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, the prize may be awarded at sole discretion of Owner among all remaining eligible entries.

**7. Grand Prize.** One (1) Grand Prize will be awarded in this Sweepstakes. The Grand Prize is chosen by winner of sweepstakes from the following options, and received directly from Sponsor:

- (i) **One (1) 2016 Honda Pioneer 1000-5 and One (1) trailer (ARV \$16,750)**
- (ii) **One (1) 2016 Honda VT750C2bf Shadow Phantom and One (1) 2015 Honda CTX700F (ARV \$16,088)**
- (iii) **One (1) 2016 Honda TRX500FM1 and One (1) Honda TRX420FA1G and One (1) trailer (ARV \$17,048)**
- (iv) **Two (2) 2016 Honda Metropolitan (ARV \$5,418)**

All expenses and fees associated with the grand prize not expressly included in the foregoing prize description are the sole responsibility of the winner. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize depend on a number of factors including the number of eligible entries received during the Sweepstakes Period and listeners participating at any given time. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

**8. Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor, Owner, and its subsidiaries, related and

affiliated companies, participating Owners, the prize suppliers and any other organizations responsible for Owning, fulfilling, administering, advertising or promoting the Sweepstakes, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, 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 entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use, non-use or misuse of the prize.

**9. Publicity.** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Station's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.

**10. Taxes.** All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

**11. General Conditions.** Station reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Station's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry 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, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability.** The Released Parties 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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; 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, non-use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance or completion of the Sweepstakes, or any part of it, for any reason, Station, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (iii) 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' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Owner in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.

**14. Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.

**15. Sweepstakes Results.** A winners list may be obtained after July 12, 2016 by sending a self-addressed stamped envelope to the Sweepstakes Owner identified below.

**SWEEPSTAKES OWNER: Hog Radio, 2704 American St., Springdale, AR 72764**