

105.7 THE POINT “CINCO DE RIZZO FLYAWAY” 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 105.7 The Point “Cinco de Rizzo Flyaway” Sweepstakes (the “Sweepstakes”) is open only to legal residents of Missouri and Illinois who are 21 years or older and have a valid passport at the time of entry. Void outside of MO and IL, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio St. Louis, LLC and its station 105.7 The Point, 11647 Olive Boulevard, St. Louis, MO 63141 (the “Sponsor”), Travel Hau, Anheuser-Busch, Schnucks (collectively, the “Promotional Participants”), Hubbard Radio, LLC, 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 Participants, 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. Anyone participating in this sweepstakes or claiming a prize in this sweepstakes in violation of these rules will be disqualified from winning a prize in this sweepstakes and from participating in Sponsor sweepstakes or contests for a period of one (1) year.
- 2. Sweepstakes Period:** The Sweepstakes will occur on the following dates from begin on May 5, 2023 at 12:00:00 AM Central Time (“CT”) and ends at 11:59:59 PM CT on May 26, 2023 (the “Sweepstakes Period”).
- 3. How to Enter:** To enter, listeners must register on the 105.7 The Point Stream Player (the “App”) at <http://www.1057thepoint.com> (“Website”). Once registered, visit a participating Schnucks to find signage featuring the Sweepstakes where you can find and scan the QR Code to enter the Sweepstakes. Once you visit the Schnucks, open the App, visit the Prize Details page, then scan the QR Code through the App and input the **Promo Code** displayed on the signage to receive one (1) entry into the random drawing. Each entry must include the correct Promo Code to be deemed an eligible entry. Limit one QR Code entry per person per day.

Sponsor is not responsible for technical or atmospheric conditions that disrupt the completion of the entry, internet, app, Wi-Fi, or other technical malfunctions which may or may not result from this Sweepstakes. 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. Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. Facsimile and

mechanically reproduced entries will not be accepted. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected Entries, which will be disqualified. In the event of a dispute as to any participation by an email Entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned a phone number by an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof that he/she is the authorized account holder. The potential winner may be required to show proof that he/she is the authorized account holder. All entries submitted become the sole property of Sponsor and will not be returned. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

5. **Grand Prize Random Drawing:** Sponsor will randomly select one (1) Grand Prize winner on or about May 29, 2023, from among all eligible entries received during the Sweepstakes Period. Odds of winning the Grand Prize depend on the number of eligible entries that are received during the Sweepstakes Period. The potential Grand Prize winner will be notified by telephone/email on or about the day of the random drawing. Sponsor will make **2 attempts** to reach the potential Grand Prize winner. In the event the potential Prize winner cannot be reached by Sponsor after 2 attempts, he/she forfeits his/her right to the Prize, and an alternate may be selected, time permitting, at Sponsor’s sole discretion.
6. **Prize and Approximate Retail Value (“ARV”) – One (1) Grand Prize:** A trip for two (2) to Breathless Cancun Soul Resort & Spa. Trip includes: roundtrip coach class airfare for two (2) people from Missouri to Cancun; and three (3) nights all-inclusive hotel accommodations at Breathless Cancun Soul Resort & Spa (standard room/double occupancy). ARV: \$5,200.00.

Expires on June 1, 2024. If winner does not attend the trip before June 1, 2024, they will forfeit their right to receive the prize. Reservations are required. Winner must reserve their travel 120 days prior to arrival for travel between January and April, and 30 days prior to arrival for travel between May and December. Winner may upgrade their hotel room accommodations at winner’s sole expense. The prizes will be awarded only if the potential winner fully complies with these Official Rules. Winner and guest must travel on the same itinerary, originating from the same airport. Flights and airlines are subject to change and availability. Trips are non-transferable and not redeemable for cash.

All expenses not specifically listed in these Official Rules (including but not limited to ground transportation to/from the airport in St. Louis) are sole responsibility of the winners. The prize will be awarded only if the potential winner fully complies with these Official Rules. Prize consists of only those items specifically listed as part of the prize. No cash or other substitution allowed by winner except 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. All local, state, and federal taxes on the Prize are winner’s sole responsibility. Taxes and fees are subject to change upon notice from Sponsor and are nonrefundable. Winner is responsible for charges incurred for winner name changes or trip cancellations. Additional air carrier baggage charges are the responsibility of the traveling passenger. Any optional service fees including seat

selection, meals, and drinks are not included and are the responsibility of the traveling passenger. If the winner and his/her guest miss the initial flight as scheduled to their Destination, the winner will forfeit the prize. If the winner and/or his/her guest is not present for the return flight to St. Louis, he/she is solely responsible for his/her return flight to St. Louis. Guest must be at least 21 years of age or older with a legal US passport and will be required, along with the Grand Prize winner, to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. **IMPORTANT NOTICE REGARDING NEW PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL:** As of January 23, 2007, all international travelers must present a government issued passport for U.S. Customs re-entry after air, land or sea travel. For more information, please visit the State Departments consular website at www.travel.state.gov or the U.S. Department of Homeland Security's website at www.dhs.gov. It is the traveler's responsibility to provide proper documentation. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree.

Prize is non-assignable and non-transferable and not redeemable for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize, or portion thereof, for one of equal or greater value, for any reason. Prizes consist of only those items specifically listed as part of a 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 and guest will 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.

7. **Claiming the Prizes:** Upon winner verification, **as a condition of being named an official winner**, the potential winner must claim his/her prize in person at 105.7 The Point and 101 ESPN Studios located at 11647 Olive Boulevard, St. Louis, MO 63141, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **30 days** to verify that he/she is the qualified winner and may be required to sign the Prize Release documents upon (and as a condition of) picking up the Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (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). All unclaimed or returned prizes remain the property of Sponsor.
8. **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.

9. **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.
10. **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.
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 Missouri; (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 Missouri without giving effect to any choice of law or conflict of law rules (whether of State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

12. **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://corporate.hubbardradio.com/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.
13. **Official Rules/Winner's List:** For a copy of these official rules or the name of the Grand Prize winner, send a hand-printed, self-addressed, stamped envelope by June 5, 2023 to: Official Rules, 105.7 The Point School Supply Drive Winner/Rules (designate which), 11647 Olive Boulevard, St. Louis, MO 63141.
14. **Sponsor:** Hubbard Radio St. Louis, LLC and its station 105.7 The Point, 11647 Olive Boulevard, St. Louis, MO 63141.