

**101ESPN – “WXOS Fade or Follow” 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 101ESPN WXOS Fade or Follow Sweepstakes (the "Sweepstakes") is open only to listeners who are 21 years or older and residents of Missouri or Illinois. In order to be eligible to win a prize in this Sweepstakes, you cannot have won any prize within thirty (30) days prior to the awarding of a prize to you from WXOS 101 ESPN. These restrictions apply even if you reject the prize. 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 101ESPN WXOS, 11647 Olive Blvd., Creve Coeur, MO 63141 (the "Sponsor"), FanDuel ("Promotional Participant"), Hubbard Radio, LLC, (collectively, with Sponsor and Promotional Participant, the "Released Parties"), any radio, television or other media companies located in the St. Louis area, 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 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 begins at 2:00 PM Central Time ("CT") on March 11, 2022 and ends at and ends at or about 6:00 PM CT on December 23, 2022 (the "Sweepstakes Period").
- 1. How to Enter: This is a listen-to-win Sweepstakes.** To participate, listeners must listen to 101 ESPN each Friday between 2:00-6:00 (each, a "Play Period") during The Fast Lane Guys show (the "Show") during the Sweepstakes Period. The Show will solicit a cue to text the station at 65780 to participate in "Fade Or Follow". The 101st texter at 65780 will be selected and contacted via phone by the station producer. Listener will then be deemed the designated Player of the Week. Once the Player of the Week is brought on-air by the Show, that Player of the Week will decide to "Fade" or "Follow" the Show's weekly pick. The Show will then make a pick on a specific upcoming professional game taking place that weekend (the "Game"). Then, the Monday immediately following the Game, the Player of the Week will be contacted by the Show again, and the Show will announce on-air whether or not that Player of the Week guessed correctly to either Face or Follow the Show's pick during the preceding Play Period. If the Player of the Week guessed correctly, they win \$50.00 AND will be the designated Player of the Week again for the next Play Period. The returning Player of the Week will once again make their pick to Fade or Follow the Show's pick for the next Play Period. If that returning Player of the Week's second pick was correct, then they will once again win \$50.00 AND will be that upcoming Player of the Week again for the next Play Period. This process will continue until the Player of the Week guesses incorrectly. If

the Player of the Week guesses incorrectly, they will NOT win \$50.00 and will be done being the Player of the Week and the Show will solicit another listener to text in to play for the next Play Period. Odds of being a Player of the Week depends on the number of listeners texting in after the cue-to-text is announced. Odds of winning a prize depends on the outcome of each Game and whether or not the Player of the Week guessed correctly. By texting into the Show, to attempt to become a Player of the Week, each texter understands and agrees to allow their call to be recorded and/or aired on the Station if selected as the 101st texter. Limit one (1) Player of the Week per person/household during the entire Sweepstakes Period (i.e., once a Player of the Week guesses incorrectly, they cannot become a Player of the Week again).

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Sweepstakes. Sponsor will not accept collect calls. Sponsor is not responsible for telephone line unavailability, busy signals on the Sweepstakes line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Sweepstakes

2. **Prizes and Approximate Retail Values ("ARVs")** – Each Player of the Week that guesses correctly will win \$50.00 for each correct guess. ARV: \$50.00 each.

All expenses not specifically listed in these Official Rules are sole responsibility of the winner. 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 substitution or prize transfer 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. The winner may be required to sign a liability and/or publicity release and complete and submit a W9 ("Prize Release") prior to issuance of the prize. A 1099 form may be submitted to all appropriate taxing authorities.

3. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at the 101ESPN at 11647 Olive Blvd., St. Louis, MO 63141, during normal business hours (8:30 a.m. – 5:30 PM CT, M-F) **within 30 days** after no longer being the Player of the Week. 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). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed or returned prizes remain the property of Sponsor.
4. **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 (including a recording of the winner's telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.

5. **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.
6. **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.
7. **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.

8. **Sweepstakes Winners/Official Rules:** For a copy of these official rules, or the names of the Sweepstakes winners (available after December 23, 2022), send a hand-printed, self-addressed, stamped envelope by December 31, 2022 to: Winners List/Official Rules (designate which), 101ESPN WXOS Fade or Follow Sweepstakes, 11647 Olive Blvd., St. Louis, MO 63141.
9. **Sponsor:** Hubbard Radio St. Louis, LLC and its station 101ESPN, 11647 Olive Blvd., St. Louis, MO 63141.