

**Twin Cities Live – “Ultimate NYC ABC 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 Twin Cities Live “Ultimate NYC ABC Giveaway” Sweepstakes (the “Sweepstakes”) is open to residents of Minnesota or Wisconsin who are at least 21 years of age or older. In order to be eligible to win a prize in this Sweepstakes, entrant cannot have won and accepted any prize or combination of prizes with a total stated value of \$1,000.00 or more from KSTP-TV within 365 days prior to the awarding of a prize to you in this Sweepstakes. Employees of KSTP-TV, LLC, 3415 University Avenue, St. Paul, MN 55114 (the “Sponsor”), Hubbard Broadcasting, Inc., (collectively, “Released Parties”), any radio, television or other media companies located in the Minneapolis or St. Paul 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 will run from 3:00 PM Central Time (“CT”) until 5:00 PM CT each weekday beginning on Monday, April 16, 2018 and ending on Thursday, April 19, 2018 (collectively, the “Sweepstakes Period”).
- 3. How to Enter:** To enter, visit one of the following locations during the Sweepstakes Period, between 3:00 PM CT and 5:00 PM CT (each, an “Event”), to find the official entry form:
 - (1) Monday, April 16, 2018: Haskell’s in Maple Grove, MN**
 - (2) Tuesday, April 17, 2018: Olive Grove in Mendota Heights, MN**
 - (3) Wednesday, April 18, 2018: Simonson’s Spa and Salon in Plymouth, MN**
 - (4) Thursday, April 19, 2018: Coalition Restaurant in Excelsior, MN**

Once there, find, complete and submit the official entry form. Entries must be submitted by 5:00 PM CT at each Event, or will be forfeited. Limit one (1) entry per person per Event. 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.

- 4. How the Grand Prize Winner is chosen:** On or about April 23, 2018, one (1) Grand Prize winner will be selected via a random drawing to be conducted by Sponsor from among all eligible entries received from all of the Events. Odds of becoming the Grand Prize winner depend on the number of eligible entries received during the Sweepstakes Period. The potential Grand Prize winner will be notified by telephone, and will have **twenty-four (24) hours** to respond to the winner notification or the prize will be forfeited and awarded to an alternate winner, time permitting.
- 5. Prize and Approximate Retail Value (“ARV”) - One (1) Grand Prize:** Trip for two (2) to New York City from May 14, 2018 through May 17, 2018 to sit at The Chew’s tasting table and to see to see LIVE with Kelly & Ryan. Trip includes: Two (2) round-trip coach class tickets from Minneapolis/St. Paul to New York, City, NY; three (3) nights’ Sponsor-specified hotel accommodations (one room, double occupancy); two (2) tickets to sit at The Chew’s Tasting Table on May 15, 2018, and two (2) tickets to see LIVE With Kelly & Ryan on May 16, 2018. ARV: **\$TBD.**

All details of Prize will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize (or Prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner, including but not limited to ground transportation. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsors' sole discretion.

Winner and guest must be able to depart on May 14, 2018 and return on May 17, 2018, or the Prize will be forfeited. Travel arrangements must be made through Sponsors' agent. Certain travel restrictions apply. Winner and Guest must travel together on the same itinerary, including the same departure date, destination and return date, and failure to do so will result in forfeiture of Prize. Sponsors will not replace any lost or stolen tickets, travel vouchers or certificates.

Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsors are not liable for any expenses incurred as a consequence of flight cancellation/delay. All travel and lodging will be at the risk of Grand Prize winner and Guest. Winner is solely responsible for all expenses and costs associated with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize, travel insurance, ground transportation, security and airport fees, taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsors shall have the right, but not the obligation, to make any deductions and withholdings that Sponsors deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. Released Parties shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Released Parties' control, and are not responsible or liable for any expenses incurred as a consequence thereof. Guest must be 21 years of age or older.

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 guests miss the initial flight as scheduled to Buffalo, NY, the winner will forfeit the prize. If the winner and/or his/her guests are not present for the designated return flight, he/she is solely responsible for his/her return flight. In the event the event is cancelled, that event will not be included as part of the prize and Sponsor shall not be responsible for any such cancellation. Grand Prize winner is responsible for paying all applicable income taxes associated with accepting their Prize. Grand 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, and by signing a Prize Release, the Grand Prize winner accepts the Grand Prize, and even if the Grand Prize winner does not use the Grand 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 prize winner must claim his/her prize in person at KSTP-TV, LLC, 3415 University Avenue, St. Paul, Minnesota 55114, during normal business hours (Monday-Friday, 9:00am to 5:00pm) within **(10) business days** of the day he/she wins to verify that he/she is the qualified winner. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his/her right to claim the grand prize. The prize winner must prove he/she is the qualified winner by presenting identification acceptable to Sponsor as a condition of claiming the

prize (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 the prize winner cannot show identification as set forth above, he/she will forfeit his/her right to claim the prize. All unclaimed prizes remain the property of Sponsor.

- 7. Participation Conditions/Release/Consent to use Likeness:** By participating, each entrant 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. 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.

- 11. Sweepstakes Winners/Official Rules:** For a copy of these official rules see the Website until May 19, 2018, or the name of the Sweepstakes winner (available after May 29, 2018), send a hand-printed, self-addressed, stamped envelope by June 5, 2017, to: Winners List/Official Rules (designate which), Twin Cities Live Ultimate NYC ABC Giveaway Sweepstakes Winner, 3415 University Avenue, St. Paul, MN 55114.
- 12. Sponsor:** KSTP-TV, LLC and its program Twin Cities Live, 3415 University Avenue, St. Paul, MN 55114.