

## KTMY-FM, LLC – myTalk 107.1 “Chance to win Acana Pet Food for a Year” 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 KTMY-FM, LLC – myTalk 107.1 Chance to Win Acana Pet Food for a Year 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 KTMY-FM, LLC and its station myTalk 107.1, 3415 University Avenue, St. Paul, MN 55114 (the "Sponsor"), Champion Pet Foods Company ("Promotional Participant"), HBI 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 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 September 1, 2021 at 9:00 AM Central Time ("CT") through September 30, 2021 at 9:00 PM CT ("Sweepstakes Period").
- 3. How to Enter:** To enter, open the myTalk 107.1 stream player available online at [www.mytalk1071.com](http://www.mytalk1071.com) or through the myTalk 107.1 mobile app (collectively, the "App"), find the Prize Details page, and find the Win Acana Pet Food For a Year sweepstakes post. Once there, complete and submit the entry form. Upon submitting the entry, you will automatically receive one (1) entry into this Sweepstakes. **Please note:** you must be registered through the App to be eligible to enter. Limit of one (1) entry per person during the Sweepstakes Period. All entries must be received by 11:59:59 PM CT on September 30, 2021 to be eligible for this Sweepstakes random drawing.

Sponsor is not responsible for lost, misplaced, stolen, technical failures, illegible or late entries. All entries must be received by 5:00:00 PM CT on September 6, 2021 to be eligible for the random drawing.

- 4. Grand Prize Random Drawing & Winner Notification:** One (1) Grand Prize winner will be selected on or about October 1, 2021 from among all eligible entries received. 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 **three (3) days** or after three (3) 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 –** A one-year supply of Acana dog or cat food ranging from \$60 to \$100.00 per month depending on the size of pet, and whether the pet is a dog or cat. ARV: Up to \$1,200. Grand Prize is for Acana dog

or cat food only. Winner will only be taxed on the actual value as determined during the winner verification process. Prize is not transferable and is not substitutable, except Sponsor may substitute the prize for one of equal or greater value at Sponsor's sole discretion.

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:** Once Sponsor receives the Prize Release documents as requested by Sponsor, Sponsor will provide the prize redemption information to winner so winner can contact Acana Pet food directly to arrange to receive their Grand Prize. Failure to comply with the Prize Release document return deadline shall be deemed to be the winner's forfeiture of their right to claim the prize. Winner must contact Acana foods and arrange for Grand Prize redemption no later than ten (10) days after they submit the Prize Release documents to Sponsor. All unclaimed prizes remain the property of Promotional Participant or Sponsor.
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://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.
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 name of the Grand Prize winner, send a self-addressed stamped envelope by October 13, 2021, to myTalk Chance to Win Acana Pet Food for a Year Sweepstakes Rules/Winner (designate which), 3415 University Avenue, St. Paul, MN 55114.
13. **Sponsor:** KTMF-FM, LLC, 3415 University Avenue St. Paul, MN 55114.