

**NEW COUNTRY 92.3 "I CAN'T BELIEVE IT'S NOT BUTTER NEW YEAR'S RESOLUTION"
Contest Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The New Country 92.3 I Can't Believe It's Not Butter New Year's Resolution Contest (the "Contest") is open legal residents of Missouri and Illinois who are 18 years or older at the time of participation. 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 stations 101ESPN, WIL-FM, KPNT, KSHE and The Arch, 11647 Olive Boulevard, St. Louis, MO 63141 (the "Sponsor"), 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, 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. Contest Period: The Contest begins at 12:00:00 AM Central Time ("CT") on January 14, 2019 and ends at 11:59:59 PM CT on January 27, 2019 (the "Contest Period"). Sponsor reserves the right to cancel the Contest, or to modify any Period defined above in the event not enough sufficient eligible Entries are received during the Entry Period. In the event there is a modification to the timeline, Sponsor will post the modified Period dates on the Website.

3. How to Enter: To enter the Contest, visit newcountry923.fm to find the Contest mention, and complete and submit the online entry form, which includes uploading your resolution. Sponsor is not responsible for problems sending the technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this Contest. Sponsor is not responsible for lost, late, incomplete, invalid or misdirected entries, which may be disqualified at Sponsor's sole discretion. Any attempt to enter via any other method may disqualify that participant from winning any prize, at the sole discretion of Sponsor. Limit: One (1) Submission per person throughout the entire Contest Period. Multiple Submissions by the same Entrants are not permitted. Any attempt by any Entrants to enter more than the stated number of Submissions by using multiple/different email addresses, identities, registrations, or any other methods will void that Entrants' Submissions and those Entrants may be disqualified at Sponsors' sole discretion. Sponsors' computer is the official time-keeping device for the Contest.

In the event of a dispute over who submitted a Submission, the authorized subscriber of the e-mail account provided in connection with the Submission, as of the actual time of entry will be deemed to be the Entrants. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Resolutions submitted must be entrant's original creative product, and must not infringe on any third party's intellectual property or privacy rights. By entering, you hereby grant to Sponsor the perpetual, unlimited, non-exclusive, worldwide and irrevocable right to modify, create derivative works of, edit, post, publish, distribute or otherwise use the Photo in any manner and in any medium now known or hereafter developed in perpetuity, without further compensation, notification, or permission.

A. Submission Terms:

- i. Entrants agree to and understand that Submissions will be made available to the public, including without limitation, posting on the Internet. Whether or not Submissions are published on the Internet, Sponsors do not guarantee any confidentiality with respect to any Submissions.
- ii. Each Submission must be an original creation of the submitting Entrants, which is under no restriction, contractual or otherwise, that will prevent Sponsors' use of the Submission and each Submission must be free of any and all liens, encumbrances and claims of third parties. Entrants acknowledge, agree and warrant that, nothing in the Submission infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrants absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrants agree to indemnify and hold harmless each of Sponsors, and each of their owners, officers, directors, employees, franchisees and affiliated organizations, and their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrants of these Official Rules or the warranties and representations made by Entrants in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrants' original creation.
- iii. By uploading the Submission, the Entrants agree, for no compensation, to grant to Sponsors all intellectual property rights in the Submission and each of its constituent parts, which rights include, without limitation, the Sponsors' right to publish, make available to the public and/or reproduce the Submission through any media available at any time during, or after, the Contest Period on any medium, in any promotional materials, whether related or unrelated to the Contest, and at any other location, whether physical or online, that Sponsors, in their sole discretion, deems appropriate and necessary for the operation and promotion of this Contest. In addition, Entrant agrees to release, defend, indemnify and hold harmless each of Sponsors, and each of their owners, employees, directors, officers, agents, franchisees, subcontractors, and licensees from all claims, demands, and causes of action of any nature whatsoever which Entrants or Entrants' heirs, representatives, executors, administrators, or any other persons acting on Entrants' behalf or on behalf of Entrants' estate, have or may have by reason of: (i) Sponsors' exercise of any rights granted by Entrants in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsors' use of the Entry and any portion thereof, or the likeness of any natural person therein.

Failure of any Submission to comply with the above terms as determined by Sponsors, in their sole discretion, may result in disqualification of Entrants. Without limitation, Sponsors reserve the right in its sole discretion to disqualify any Submission that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsors, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsors receive notification about any potential infringements or breaches of law or any other reason set forth herein. All Submissions shall become the exclusive property of Sponsors and will not be acknowledged or returned.

4. How Winner Is Chosen: Enter as explained in Paragraph 1 above. On or about January 28th, 2019, from all eligible entries submitted, five (5) random entries will be deemed the winner(s) from among all entries. Decisions of Sponsor are final and binding. The potential Grand Prize winner will be notified by Administrator via email or telephone the day of the random drawing. Failure to respond to the winner notification within one (3) days will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's or Administrator's sole discretion, time permitting. Sponsor is not responsible for email notifications that are undeliverable or voicemail messages not received.

5. Prizes/Approximate Retail Values: Five (5) Grand Prize(s): Each grand prize winner will receive one (1) \$50 Schnuck's Gift Card. ARV: \$50.00. Gift cards/certificates are subject to the terms, conditions and restrictions as printed on the cards/certificates. Prize consists of only those items as specifically listed as part of the prize. Winner's are solely responsible for all applicable local, state and federal taxes on any prize. Prizes are delivered "as is" and Sponsor makes no additional warranties or guarantees as to the products. Prizes are non-substitutable, non-transferable and may not be redeemed for cash. Sponsors may substitute a prize, or portion thereof, for one of equal or greater value at Sponsors' sole discretion.

Each winner may be required to execute a Publicity (where legal) and Liability Release ("Release") upon claiming the prize, as well as a W-9 so that Sponsors may 1099 the winner, if applicable.

6. 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, participation in the 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.

7. 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 of 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.

8. 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.

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

10. Sweepstakes Winners/Official Rules: For a copy of these official rules, or the name of the Sweepstakes winner (available after January 28, 2019), send a hand-printed, self-addressed, stamped envelope by February 24, 2019 to: Winners List/Official Rules (designate which), New Country 92.3's I Can't Believe It's Not Butter New Year's Resolution Giveaway, 11647 Olive Blvd., St. Louis, MO 63141.

11. Sponsor: Hubbard Radio St. Louis, LLC and its station New Country 92.3, 11647 Olive Blvd., St. Louis, MO 63141.