

New Country 92.3 –Text 2 Win Your Own Row 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 New Country 92.3 Text 2 Win Your Own Row Sweepstakes (the "Sweepstakes") is open only to legal residents of Missouri and Illinois who are eighteen (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 station New Country 92.3, 11647 Olive Boulevard, St. Louis, MO 63141 (the "Sponsor"), Hubbard Radio, LLC, Dobb's Tire & Stuo Centers participating locations listed in Official Rule #3 below (collectively, the "Participating Locations"), 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. Sweepstakes Period:** The Sweepstakes begins on October 28, 2019, at 12:00:00 AM Central Time ("CT") and ends on November 24, 2019 at 11:59:59 PM CT (the "Sweepstakes Period").
- 3. How to Enter:** To enter, visit any of the forty (40) Dobbs Tire & Auto locations listed below (each, a "Participating Location"), to find the Sweepstakes keyword (each, a "Keyword") during the Sweepstakes Period. Then, with the Keyword, you can enter the Sweepstakes by either: **(1) Texting:** Text the Keyword to **72826** during the Sweepstakes Period to receive one (1) entry into the Sweepstakes random drawing; or **(2) Online:** To enter on-line, visit www.vibescm.com/amoe or www.vibescm.com/altentry ("Website") to find, complete and submit the entry form, including providing the applicable Keyword, to receive one (1) entry into the Sweepstakes random drawing.

Limit one (1) Keyword per entry (either Text or Online) per person per day. Entries must be received by 11:59:59 PM CT on November 24, 2019.

Participating Dobbs Tire & Auto Center Stores:

3195 Dunn, Florissant, MO 63033	5635 Telegraph Road, Oakville, MO 63129
2775 N. Lindbergh, Florissant, MO 63033	11844 Tesson Ferry Rd, St. Louis, MO 63128
537 Howdershell, Florissant, MO 63031	#6 South County Shopping Center, St. Louis, MO 63129
1354 Jeffco Blvd, Arnold, MO 63010	10899 Sunset Plaza, Sunset Hills, MO 63127
405 Old Smizer Mill Rd, Fenton, MO 63026	1235 S. Laclede Station Rd, Webster Groves, MO 63119
1195 E. Gannon, Festus, MO 63028	
1983 Brennan Plaza, High Ridge, MO 63049	

15401 Manchester Road, Ballwin, MO 63011	1652 Country Club Plaza, St. Charles, MO 63303
912 Chesterfield Parkway East, Chesterfield, MO 63017	873 Robert Raymond Dr., Lake St. Louis, MO 63367
17146 Chesterfield Airport Rd, Chesterfield, MO 63005	6120 Mid Rivers Mall Drive, St. Peters, MO 63304
12981 Olive Blvd, Creve Coeur, MO 63141	2995 Highway K at Hwy N, Dardenne, MO 63368
12626 Dorsett Road, Maryland Heights, MO 63043	1986 Wentzville Pkwy., Wentzville, MO 63385
16305 Truman, Ellisville, MO 63011	607 S. Kingshighway, Cape Girardeau, MO 63703
14268 Manchester Road, Manchester, MO 63011	1300 Camp Jackson Road, Cahokia, IL 62206
1116 Sulphur Springs Road, Ballwin, MO 63021	1180 Collinsville Crossing Blvd., Collinsville, IL 62234
715 South Broadway, St. Louis, MO 63102	2466 Troy Road, Edwardsville, IL 62025
5841 Chippewa, St. Louis, MO 63109	50 Lincoln Highway, Fairview Heights, IL 62208
7447 Manchester, Maplewood, MO 63143	4200 Green Mount Crossing Dr. Shiloh, IL 62269
9598 Olive Street Road, Olivette, MO 63132	1206 North Belt West, Swansea, IL 62220
2349 Woodson Road, Overland, MO 63114	1537 North Illinois Route 3, Waterloo, IL 62298
#99 Brentwood Promenade Ct., St. Louis, MO 63144	
1111 Cave Springs Blvd, St. Peters, MO 63376	

Odds of winning depend on the number of eligible entries received during the entire Sweepstakes Period. TEXT MESSAGE RATES MAY APPLY. In the event of a dispute regarding the identity of the person submitting a mobile text entry or online entry, the entry will be deemed to be submitted by the person in whose name the mobile number or email address provided is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the mobile number or email address associated with the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. 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. No automatically generated entries will be accepted. 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. **Random Drawing/Grand Prize Winner Notification:** One (1) Grand Prize winner will be selected in a random drawing to be conducted by Sponsor on or about November 26, 2019, from among all eligible entries received during the Sweepstakes Period. Decisions of Sponsor are final and binding. The winner will be notified by Administrator via email or telephone the day of the random drawing.

Failure to respond to the winner notification within **twenty-four (24) hours** 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. **Prize and Approximate Retail Value ("ARV") - One (1) Grand Prize** – Twelve (12) reserved tickets together to JingleFest 2019 at the Family Arena on December 7, 2019 at 7:00 PM. ARV: \$540.

Prize consists of only those items specifically listed as part of the Prize. Tickets are subject to the terms, conditions and restrictions as printed on the tickets. The prizes are non-assignable and non-transferable. No portion of the prize can be resold on eBay, Craigslist and other entities of the like. Winner is responsible for any other costs and expenses not specified herein as being awarded, including but not limited to transportation to JingleFest. Winner is solely responsible for local, state and federal taxes on the prize, if any. The winner and his/her guests acknowledge and agree that if any alcohol is consumed by the winner and his/her guests, such alcohol consumption is at the sole discretion of the winner and his/her guests and the sponsors are not responsible for any cost or circumstances resulting from such alcohol purchases/consumption. No responsibility is assumed by the Sponsor if JingleFest is delayed, rescheduled, postponed or cancelled in whole or in part for any reason whatsoever, including, without limitation, any force majeure event such as hurricane, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, insurrection or terrorist threat. In the event of such cancellation, the Sponsor shall have no further liability or obligation to the winners.

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 may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. Prizes are non-transferable and may not be substituted by winner, but Sponsor reserves the right to substitute the prize for one of equal or greater value at Sponsor's sole discretion. Any and all local, state and/or federal taxes associated with the prize are the sole responsibility of the winner.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named the official winner**, the potential winners must claim his/her prize in person at the New Country 92.3 Studios at 11647 Olive Blvd., Creve Coeur, MO 63141 during regular business hours (8:30 a.m. – 5:30 p.m.; Monday - Friday) **before 5:30 PM CT on December 6, 2019**. This is to verify that the prize is being given to the qualified winner. Failure to comply with any deadline set forth in these official rules shall be deemed to be the winner's forfeiture of his or her right to claim a prize. If required by Sponsor, a winner must prove he or she is a qualified winner by presenting identification acceptable to Sponsor (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. Any unclaimed prize remains the property of Sponsor.
7. **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.

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 entries; 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: <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.
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. **Sweepstakes Winners List or Official Rules:** For the name of the Sweepstakes Winner or a copy of these Official Rules (also available on the Website), send a hand-printed, self-addressed, stamped

envelope by December 17, 2019, to: Winners List/Official Rules Request (designate which), New Country 92.3 Text 2 Win Your Own Row Sweepstakes, 11647 Olive Blvd., St. Louis, MO, 63141.

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

ABBREVIATED RULES:

NO PURCHASE NECESSARY. The Text 2 Win Your Own Row Sweepstakes is open to listeners who are 18 years or older and residents of MO and IL. Starts at 12:00:01 AM CT on 10/28/2019 and ends at 11:59:59 PM CT on 11/24/2019. For how to enter and official rules, visit newcountry923.fm. Sponsor: Hubbard Radio St. Louis, LLC and its station New Country 92.3, 11647 Olive Blvd., St. Louis, MO 63141.