

## 106.5 THE ARCH'S "BUD LIGHT KARAOKE TOUR" CONTEST

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

#### 1. HOW TO ENTER:

To enter the 106.5 The Arch's "Bud Light Karaoke Tour" Contest ("Contest"), eligible listeners must visit [www.1065thearch.com](http://www.1065thearch.com) ("Website") from beginning on June 10, 2019 at 12:00:00 AM Central Time ("CT") and ending on August 15, 2019 at 5:59 PM CT ("Registration Period") to find the Contest Page. Once on the Contest Page, find, complete and submit the online entry form to be entered into the registration random drawing for a chance to compete at an Event. Then, the day prior to each Event as listed below, Sponsor will randomly select up to twenty (20) entrants from among all eligible entries received up until that drawing date to be Contestants in the Event the following day. Sponsor will contact each potential Contestant by telephone or email and Sponsor will make up to 2 attempts to reach each potential Contestant. If sponsor is not able to reach a potential Contestant after 2 attempts, that person will lose their chance to compete in the Event the next day, and an alternate Contestant will be randomly selected, time permitting. Sponsor reserves the right to select fewer than twenty (20) Contestants for any given Event in the event there are not enough sufficient entries received. Upon confirming each Contestant, that Contestant must then stop by their applicable Event (the Event list is below) at the applicable Event location at the dates/times listed below (each, an "Event"). Odds of being selected as a Contestant depend on the number of eligible entries that are received up until each random drawing. Each Contestant must go to the Event and check-in at the 106.5 The Arch table no later than 6:15 PM CT on the day of the applicable Event to be able to compete at that Event. Any Contestant attempting to check in after 6:15 PM CT at the applicable Event will be disqualified at Sponsor's sole discretion.

#### Event Dates, Times and Locations:

- a. June 20, 2019, between 6:00 p.m. and 8:00 p.m. at Blarney Stone.
- b. July 11, 2019, between 6:00 p.m. and 8:00 p.m. at Nightshift Bar and Grill | 3979 Mexico Road, St. Peters, MO 63376
- c. July 18, 2019 2019, between 6:00 p.m. and 8:00 p.m. at Taytros Bar and Bistro | 332 N. Creek Dr. Festus, MO 63028.
- d. July 25, 2019, between 6:00 p.m. and 8:00 p.m. at Westport Social, 910 W Port Plaza Dr, St. Louis, MO 63146
- e. August 1, 2019 between 6:00 p.m. and 8:00 p.m. at Faloni's Restaurant and Bar | 6715 Manchester Ave, St. Louis, MO 63139
- f. August 15, 2019 between 6:00 p.m. and 8:00 p.m. at Millwoods Sports Bar and Grill | 1826 W. Pearce Blvd., Wentzville, MO 63385

In the event any Event has fewer than 20 Contestants checked in by 6:15 PM CT, Sponsor will encourage audience members to come and register for a chance to sing on a first come, first served basis until there are twenty (20) Contestants total. Limit **one singer** throughout the entire Contest Period (may only sing at one (1) Event), unless otherwise agreed to by 106.5 The Arch at its sole discretion. If not enough sufficient Contestants are checked in and Entries are received at any Event, Sponsor reserves the right to select fewer than 20 Contestants per Event to perform a song.

## **2. SELECTION PROCESS/HOW THE WINNER IS CHOSEN:**

a. **First Round.** Enter pursuant to Paragraph 1 above. Starting at or around 6:00 PM during each Event, the Entrants that are selected (each, a “Singer”) will go up to the stage in the order they arrive, and sing a song. Odds of being chosen to sing depend on the number of eligible Entrants at each Event. Each Singer can choose one (1) song from the specific location’s karaoke list to perform/sing. A panel of judges consisting of 106.5 The Arch’s staff members will judge each Singer’s performance using the following judging criteria and percentages: vocal ability (33.4%); crowd engagement (33.3%); and stage presence (33.3%) (Collectively, “Judging Criteria”). The three (3) Singers with the three (3) highest scores using the Judging Criteria will then be judged by a crowd vote and the First Prize winner will be the Singer with the highest reading on the crowd decibel meter at the Event. The First Prize winner will win the First Prize, and will be invited to participate in the Final Round competition, to be held pursuant to Paragraph 2 (b) below. In the event of a tie, the tying Singer with the highest score in the crowd engagement category will be deemed the winner as between the tying Singer.

b. **Final Round.** The six (6) First Prize winners chosen pursuant to Paragraph 2 (a) above (each, hereinafter a “Finalist”) will need to be available on August 22, 2019 from 6:00 p.m. until 8:00 p.m. at Helen’s, 3650 S Lindbergh Blvd, St. Louis, MO 63127 (“Final Event”). Each Finalist must check in at the 106.5 The Arch table by 6:15 p.m. in order to be eligible. (If one of the Finalists has to cancel for any reason, Sponsor reserves the right to have fewer than six (6) Finalists perform at the Final Event). The six (6) Finalists will perform at or around 6:00 p.m. The order of the performances will be in the order in which they arrive. Each Finalist will sing two (2) songs. Each Finalist will be judged by a panel of judges using the following judging criteria and percentages: vocal ability (33.4%); crowd engagement (33.3%); and stage presence (33.3%) (collectively, “Judging Criteria”). The three (3) Finalists with the three (3) highest scores using the Judging Criteria will then be judged by a crowd vote and the Grand Prize winner will be the Finalist with the highest reading on the crowd decibel meter at the Final Event. In the event of a tie, the tying Finalist with the highest score in the crowd engagement category will be deemed the winner as between the tying Finalist.

## **3. PRIZES:**

a. **First Prizes.** There will be six (6) First Prizes. Each Finalist will receive two (2) tickets to the Bud Light Castle at Hollywood Casino Amphitheater for a show of 106.5 The Arch’s choosing. ARV: \$50.00 each. Tickets are subject to the terms, conditions and restrictions printed on the tickets. Transportation and parking are not included as part of the First Prize. The First Prize winner’s guest must be at least 21 years of age or older.

b. **Grand Prize Winner.** The winner chosen pursuant to Paragraph 2 (b) above will receive the following: Trip for two (2) to see Bruno Mars in Las Vegas, CA on September 14, 2019 at Park MGM. Trip includes: Trip includes: roundtrip coach air transportation from St. Louis to Las Vegas, NV for two (2) people; three (3) night’s hotel accommodations at a Sponsor-specified hotel in Las Vegas (one standard

room, double occupancy) checking in on September 12, 2019 and checking out on September 15, 2019; and two (2) tickets to the Bruno Mars concert on September 14, 2019. ARV: \$2,987. Ground transportation is not included as part of the prize. Tickets are subject to the terms, conditions and restrictions as printed on the tickets. If the winner and/or his/her guest is not present for the designated return flight, he/she is solely responsible for his/her return to St. Louis. The winner is responsible for any other costs and expenses not specified herein as being awarded, including but not limited to ground transportation and any baggage fees or special taxes associated with the airfare. The winner is solely responsible for local, state and federal taxes on the prize. The winner and his/her guest acknowledge and agree that if any alcohol is consumed by the winner and his/her guest, such alcohol consumption is at the sole discretion of the winner and his/her guest 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 concert or meet and greet, or any part of the prize 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 winner if the concert is not rescheduled. Seat locations are at Sponsor's sole discretion. Prize consists of only those items specifically listed as part of the prize. No cash or other substitution allowed by winner, but 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. Winner must use the hotel, checking in on September 12, 2019 and checking out on September 15, 2019 or prize will be forfeited. Taxes and fees are subject to change upon notice from Sponsor. Prize is nontransferable and not redeemable for cash. In the event the festival is cancelled, the festival will not be included as part of the prize and Sponsor shall not be responsible for any such cancellation. Guest must be at least 21 years of age or older.

A qualified winner must also meet the eligibility requirements as set forth in Paragraph 5 of these official rules. For the winner of the Grand Prize, a 1099 form will be submitted to all appropriate taxing authorities, and by signing the Prize Release as set forth in Paragraph 6, the winner accepts the prize, and even if the winner does not use the prize/trip, he/she will be responsible for the applicable taxes.

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. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

**4. Claiming the Prizes:** Upon winner verification, **as a condition of being named the official winner**, the potential winner must claim his/her prize in person at 106.5 The Arch Studios at 11647 Olive Blvd., Creve Coeur, MO 63141 during regular business hours (8:30 a.m. – 5:30 p.m.; Monday - Friday) **on August 26, 2019** of winning the prize. 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. **PLEASE NOTE:** The Grand Prize winner will need to know the name and birth date of their guest at the time of picking up the 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.

5. **Eligibility:** The Bud Light Karaoke Tour Contest (the "Contest") is open only to legal residents of Missouri and Illinois who are twenty-one (21) 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 Contest. In order to be eligible to win a prize in this Contest, you cannot have won any prize within thirty (30) days prior to the awarding of a prize to you in this Contest from any Hubbard Radio St. Louis station (106.5 The Arch, 101ESPN, New Country 92.3, KSHE 95, and 105.7 The Point). These restrictions apply even if you reject the prize. Employees of Hubbard Radio St. Louis, LLC and its station The Arch, 11647 Olive Boulevard, Creve Coeur, MO 63141 (the "Sponsor"), and 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 Contest (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 Contest 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 Contest. 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 Contest and from participating in Sponsor sweepstakes or contests for a period of one (1) year.

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 Contest; (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 Contest, 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 Contest 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.

7. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, 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 Contest 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 Contest 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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest or receipt or use or misuse of any Prize.

**9. Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, 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 Contest.

**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 Contest 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 Contest, 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 Contest 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.

**11. Official Rules/Winner's List:** For a copy of these Official Rules, see the Website until September 15, 2019. For the names of the winners, send a self-addressed stamped envelope by August 22, 2019 to: 106.5 The Arch Bud Light Karaoke Tour Contest Winners, 11647 Olive Blvd., Creve Coeur, MO 63141.

**12. Sponsor:** Hubbard Radio St. Louis, LLC and its station 106.5 The Arch, 11647 Olive Blvd., Creve Coeur, MO 63141.