

B-105 Pound This Podcast Review 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 B-105 Pound This Podcast Review Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 years or older (or 19 if resident of AL or NE), and legal residents of the 50 United States and District of Columbia. Employees of Hubbard Radio Cincinnati, LLC and its station B-105, 2060 Reading Road, Cincinnati, Ohio 45202 (the "Sponsor"), and Hubbard Radio, LLC, (collectively, the "Released Parties"), any radio, television or other media companies located in the Cincinnati 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. In order to be eligible to win a prize in this contest, you cannot have won and accepted any prizes with a total value of: (i) up to \$25 in the last seven (7) days; (ii) between \$25.01 and \$300 in the last thirty (30) days; (iii) between \$300.01 and \$1,000 in the last six (6) months; or (iv) prizes valued over \$1,000.00 within the past 365 days. 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 during the times mentioned during the applicable Podcast (the "Sweepstakes Period").
- 3. How to Enter:** You may hear about the Sweepstakes, including the Prize and Sweepstakes Period by tuning into the B-105 Pound This Podcast on iTunes (the "Podcast"). To enter, you must provide your review of the Podcast using the hashtag #contest when specifically promoted to do so during the applicable Podcast. Upon submitting your review using the hashtag #contest as specifically described during the applicable Podcast, you will receive one (1) entry into that Podcast's applicable random drawing. Any review that does not contain #contest will not be counted and will be void. Limit one (1) entry per person/account per applicable Sweepstakes. All entries must be received by the deadline stated in the applicable Podcast.

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.

- 4. Random Drawing/Winner Notification:** One (1) winner will be selected via a random drawing on the day and time as mentioned during the Podcast, from among all eligible entries received during the Podcast. Decisions of Sponsor are final and binding. The winner will be notified by Sponsor in the manner mentioned during the applicable Podcast. Failure to respond to a winner notification within **three (3) days** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for any email, posting or direct message notifications that are undeliverable, not seen, or not received for any reason.
- 5. Prize and Approximate Retail Value ("ARV"):** One (1) Grand Prize – a \$25.00 Sponsor-specified Gift Card. ARV: \$25.00. Gift card is subject to the terms, conditions and restrictions as printed on the card. No prize transfer or cash substitutes allowed except at Sponsor's sole discretion due to prize unavailability or for any reason and only then for prize of equal or greater value. Prize winner is responsible for all applicable federal, state and local taxes. Prize consists of only those items

specifically listed as part of the prize. Sponsor may provide the winner with an IRS Form 1099 reflecting their portion of the prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor.

6. **Claiming the Prize:** Upon winner verification, Sponsor will mail out the prize to the winner. Sponsor is not responsible for lost, late, mutilated, damaged or delayed mailing of any prizes. All unclaimed or returned prizes remain 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 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: <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 Ohio; (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 Ohio, without giving effect to any choice of law or conflict of law rules (whether of State of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.
12. **Official Rules/Winner's List:** For a copy of these Official Rules, send a self-addressed stamped envelope to: Pound This Podcast Review Promotion, 2060 Reading Road, Cincinnati, Ohio 45202.
13. **Sponsor:** Hubbard Radio Cincinnati, LLC and its stations B-105, 2060 Reading Road, Cincinnati, Ohio 45202.