

**New Country 92.3 – “Phrase That Pays” Contest  
Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

- 1. Eligibility:** The New Country 92.3 Phrase That Pays Contest (the "Contest") is open only to listeners who are 18 years or older and residents of Missouri or Illinois. 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). These restrictions apply even if you reject the prize. Void outside of MO and IL, and where prohibited by law. No purchase necessary to enter the Contest. Employees of Hubbard Radio St. Louis, LLC and its station WIL-FM, 11647 Olive Blvd., 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 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.
- 2. Contest Period:** The Contest begins on March 29, 2017, at 9:00:00 AM Central Time ("CT") and ends on April 14, 2017, at 5:00:00 PM CT and resumes on April 26, 2017 at 9:00:00 AM CT and ends on May 12, 2017 at 5:00:00 PM CT (the "Contest Period").
- 3. How to Enter:** This is a listen and win Contest. To play the Contest, listeners need to listen for the *Phrase That Pays* sounder ("Sounder"), which will be played on Wednesdays, Thursdays and Fridays during the hours of 9 a.m., 11 a.m., 2 p.m. and 4 p.m. during the Contest Period. Each hour the Sounder is played will be hereinafter referred to as a "**Play Period.**" When a listener hears the Sounder and is the twenty-fifth (25<sup>th</sup>) caller who reaches the Station by calling **314-969-9230** (MO), or **618-399-9230** (IL), and correctly recites the *Phrase That Pays* in its entirety, he/she will be deemed a winner for that Play Period. The *Phrase That Pays* is: "**New Country 92.3 - Nobody Plays More New Country**" (please note: saying "92 3" or "92 point 3" will both be deemed correct for purposes of this Contest). If, however, the 25<sup>th</sup> caller does not correctly answer the *Phrase that Pays* in its entirety, he/she will not be a winner. If the first caller in any Play Period is not a winner, the Station will play the *Phrase That Pays* sounder again and will take the next 25<sup>th</sup> caller who reaches the Station. If that second 25<sup>th</sup> caller correctly recites the *Phrase That Pays* in its entirety, he/she will be deemed a winner. If, however, that caller does not correctly answer the *Phrase that Pays* in its entirety correctly, he/she will not be a winner. If the second caller is not a winner, the Station will play the Sounder again and take the next 25<sup>th</sup> caller who reaches the Station. If that third 25<sup>th</sup> caller correctly recites the *Phrase That Pays* in its entirety, he/she will be deemed a winner. If, however, that third caller does not correctly answer the *Phrase that Pays* in its entirety correctly, he/she will not be a winner, and the amount for that Play Period will roll over into the subsequent Play Period. Odds of winning depend on the number of listeners calling after a Sounder is played. Limit one (1) winner per person/household.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Contest. Sponsor will not accept collect calls. Sponsor is not responsible for telephone line unavailability, busy signals on the Contest line, operator interference,

technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Contest.

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. **Prizes** – Each Play Period’s prize will start out with a minimum of a \$500.00. In the event there is not a winner for any Play Period, that Play Period’s jackpot will be added to the subsequent Play Period’s prize amount. By way of example, if there is no winner in the first Play Period, the second Play Period’s prize will be \$1000.00 (\$500 for the second Play Period, plus the \$500 from the previous Play Period where there was no winner). If there is no winner for the first or second Play Period, the third Play Period’s prize will be \$1,500.00, and so on until there is a winner. When any listener is a winner, the amount of the next Play Period will go back down to the \$500.00 prize. The amount available to be won for any Play Period will be referred to herein as the “Jackpot.” In the event there is no winner for the final day of the Contest Period, May 12, 2017 during the 4:00 p.m. Play Period, the Station will take the 25<sup>th</sup> caller to reach the Station at 6:00 p.m. and that caller will automatically receive the Jackpot. The total amount available to be won in the entire Contest Period is \$36,000.00.

The prizes will be awarded only if the potential winners fully comply with these Official Rules. The prizes are non-assignable and non-transferable. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason. Each winner is responsible for any other costs and expenses not specified herein as being awarded. Each winner is solely responsible for local, state and federal taxes on the prize, if any. Each winner will be required to complete and submit a W9 tax form prior to receiving the prize, and Station may issue a 1099 to the proper taxing authorities.

5. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at the Station at 11647 Olive Blvd., St. Louis, MO 63141, during normal business hours (8:30 a.m. – 5:30 p.m. M-F) within ten (10) days of being deemed a winner. The winner must prove he or she is a qualified winner by presenting acceptable identification (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. All unclaimed or returned prizes remain the property of Sponsor.
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, participation in the 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 (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 Contest, 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 Contest, 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 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. **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, 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 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, 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. **Contest Winners/Official Rules:** For a copy of these official rules, or the names of the Contest winners' (available after May 22, 2017), send a hand-printed, self-addressed, stamped

envelope by January 26, 2017 to: Winners List/Official Rules (designate which), New Country 92.3's Phrase that Pays Contest, 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.