

WTMX The Mix & Midwest Dairy's Farm to Table Brunch 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.

- Eligibility:** To enter WTMX The Mix & Midwest Dairy "Farm to Table Brunch" Sweepstakes ("Sweepstakes"), listeners must be 21 years of age or older and reside in Illinois, Indiana, Wisconsin or Michigan. Employees of Hubbard Radio Chicago, LLC and its station WTMX, 130 East Randolph Street, Suite 2700, Chicago, IL 60601 ("Sponsor"), Midwest Dairy, Eris Brewery and Cider House (collectively, the "Promotional Participant"), Hubbard Radio, LLC, including their subsidiaries, affiliates, parent or related companies, and their immediate families, (collectively, with Sponsor and Promotional Participant, the "Released Parties"), or employees of other Illinois, Indiana, Wisconsin, or Michigan radio stations, are not eligible to enter. In order to be eligible to win a prize in this Sweepstakes, you cannot have won or accepted any prize with a value of up to \$599 from WTMX within 30 days prior to the awarding of a prize to you in this promotion, or won any prize or combination of prizes with a total stated value of \$600.00 or more from WTMX within 60 days prior to the awarding of a prize to you in this Sweepstakes. These restrictions apply even if you reject the prize. Anyone participating in this Sweepstakes or claiming a prize in this promotion in violation of these rules will be disqualified from winning a prize in this promotion and from participating in WTMX contests or sweepstakes for a period of one year. 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.
- Sweepstakes Period:** The Sweepstakes starts at 12:00:00 AM Central Time ("CT") on May 31, 2021 and ends at 12:00 PM CT on June 25, 2021 (the "Sweepstakes Period").
- How to Enter:** To enter, eligible entrants can visit dairy.wtmx.com ("Website") during the Sweepstakes Period, search "Midwest Dairy" on the Mix Rewards page. Once on the Sweepstakes page, find, complete and submit the official entry form, Limit one (1) entry per person per day.
- How to Win the Grand Prize:** Sponsor will randomly select two (2) Grand Prize winners from among all eligible entries received on or about June 25, 2021. Odds of becoming a winner depend on the number of eligible entries received. Winner will be notified by Sponsor sending a single text message to winner notifying them they are a winner. The winner must respond to the winner notification text message within 24 hours of receipt, or they will forfeit their right to the Grand Prize and an alternate may be selected at Sponsor's sole discretion.
- Prize and Approximate Retail Value ("ARV") – Two (2) Grand Prizes –** A pair of tickets to attend the Farm to Table Brunch at Eris Brewery and Cider House on Saturday,

June 26, 2021. Tickets valid only on June 26, 2021. Tickets include (3) dishes to sample, one drink ticket and station swag bags. \$100 Value per ticket ARV: \$400. Tickets are subject to the terms, conditions and restrictions as printed on the Card. Prize is non-assignable and non-transferable and not redeemable for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize for one of equal or greater value, for any reason. Prizes consist of only those items specifically listed as part of a Prize. The winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winners are responsible for paying all applicable income taxes associated with accepting their Prize.

The Prize 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 will be required to sign a Liability and/or Publicity Release and a W-9 Form prior to issuance of a prize (collectively, "Prize Releases"). A 1099 form will be submitted to all appropriate taxing authorities.

6. **Claiming a Prize:** After winner verification and Sponsor receives back all completed Prize Releases within ten (10) days of sending them to the potential Grand Prize winner, Sponsor will mail the Grand Prize to winner. In the event Grand Prize winner fails to return Prize Releases or a W9 back within 10 days, that winner forfeits his or her right to the Grand Prize, and the Grand Prize will be awarded to an alternate, time permitting. Allow 4 to 6 weeks for mailing of prize. Sponsor is not responsible for lost, late, damaged, misdirected or stolen mailing of any prize.

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. Hubbard Chicago has rights to use photos and likeness from anyone that submits a photo.

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

12. **Official Rules/Winner's List:** For a copy of these Official Rules or the name of the Grand Prize winner, see The Mix's website at www.wtmx.com or send a self-addressed stamped envelope to WTMX The Mix & Midwest Dairy "Farm to Table Brunch" Sweepstakes Rules/Winners List (designate which), 130 East Randolph Street, Suite 2700, Chicago, IL 60601

13. **Sponsor:** Hubbard Radio Chicago, LLC and its station WTMX The Mix, 130 East Randolph Street, Suite 2700, Chicago, IL 60601.