

**98KUPD – “Larry’s Excellent Adventure” 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 98KUPD “Larry’s Excellent Adventure” Sweepstakes (the “Sweepstakes”) is open only to listeners who are: (i) 18 years of age or older; and (ii) a permanent resident in Arizona, stationed at a military installation in Arizona, or a valid full-time student registered at a campus, university or educational institution within Arizona. Void outside of Arizona, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio Phoenix, LLC and its station 98KUPD, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008 (the “Sponsor”), Toyota Motor Sales U.S.A., Inc., Valley Toyota Dealers Association, Inc., Goldenvoice, Hubbard Radio, LLC, (collectively with Sponsor and Promotional Participants, the “Released Parties”), any radio, television or other media companies located in the Phoenix metropolitan 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 any of the foregoing parties 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.

**2. Sweepstakes Period:** The Sweepstakes begins on November 7<sup>th</sup>, 2022, at 12:00:01 AM Mountain Standard Time (“MST”) and ends on December 4<sup>th</sup>, 2022 at or about 11:59:59 PM MST (the “Sweepstakes Period”).

**3. How to Enter:** There are **three (3)** ways to enter for a chance to win a Qualifier Prize. **Each Qualifier Prize winner also qualifies for one (1) entry into the Grand Prize random drawing (each a “Qualifier”):**

**i. The 98KUPD Tap That App: (1 winner)** To enter this Tap That App method of entry, from 12:00 AM MT on Nov. 7<sup>th</sup>, 2022 through 11:59:59 PM MT on December 4<sup>th</sup>, 2022 (“The 98KUPD App Entry Period”), listeners must register on the 98KUPD Stream Player at [www.98kupd.com](http://www.98kupd.com) (“Website”) or on their respective mobile device. Then, listen to KUPD through the Stream Player during the Sweepstakes Period, and for every twenty (25) hours or more you listen through the 98KUPD Stream Player in any given week during the Sweepstakes Period, you will be eligible to receive one (1) entry into the Tap That App Weekly random drawing.

December 4<sup>th</sup>, 2022 Sponsor will randomly select the following number of Qualifiers, based on the day the random drawing occurs, from among all eligible entries received up until 11:59:59 PM MT the day prior to each random drawing, for a total of 1 Qualifier via the 98KUPD App method of entry.

12/5/2022 – 1 Qualifier

Any non-winning entries from any 98KUPD App random drawing WILL NOT roll over into subsequent random drawings. Odds of winning via this method of entry depends on the number of eligible entries received by each random drawing. Each potential Qualifier will be notified by direct message on or about the day they are selected as a potential winner. Sponsor will notify each potential Qualifier by telephone or email and will make up to one (1) attempt to reach each Qualifier. In the event Sponsor is unable to reach a Qualifier after one (1) attempt and within 24 hours, he/she will forfeit his/her right to be a Qualifier and to receive a Qualifier Prize, and an alternate may be selected, time permitting, at Sponsor's sole and absolute discretion.

- ii. **Text Keyword: (18 winners)** To enter via this method of entry, you must listen to 98KUPD each weekday (Mon-Fri) **beginning on November 7<sup>th</sup>, 2022 and ending on December 4<sup>th</sup>, 2022** at or about 11:00:00 AM MT for the DJ to announce a daily keyword ("Keyword"). Upon hearing and seeing the Keyword, you will have **until 12:00 PM MT** the same day the Keyword is announced, to text the Keyword to **97936**. **Limit one (1) entry per person/mobile phone/email address per Keyword/day**. Then, each weekday after 12:00:00 PM MT, one (1) Qualifier randomly selected by Sponsor from among all Keyword entries received in that day and that potential Qualifier will be called by Sponsor at the number used to enter the Keyword. In the event that potential Qualifier does not answer the phone when called, or Sponsor is unable to understand the potential Qualifier, or if there other issues, technical or otherwise, preventing Sponsor from verifying the potential Qualifier when they call, then that potential Qualifier forfeits their right to be a Qualifier, and an alternate may be selected, time permitting. There will be a total of eighteen (18) Keyword Qualifiers during the entire Sweepstakes Period (one (1) each weekday, five per week, from November 7, 2022 through December 4<sup>th</sup>, 2022). All entries must be received by 12:00:00 PM MT each weekday the Keyword is announced to be entered into that weekday's Keyword random drawing. Odds of winning depend on the number of eligible entries received in each weekday. All non-winning entries from any week will NOT be carried over to subsequent Keyword random drawings. Any entry that doesn't contain the proper Keyword, or that is sent after **12:00:00 PM MT**, will be disqualified and that entry attempt will not be eligible for that weekday's random drawing.

TEXT MESSAGE & DATA RATES MAY APPLY. In the event of a dispute regarding the identity of the person submitting a mobile text entry or email entry, the entry will be deemed to be submitted by the person in whose name the mobile number or email address 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.

- iii. **Check-In w/ Mobile App: (1 winner)** To enter via this method of entry, eligible listeners must register on the 98 KUPD Stream Player (the "App") at <http://www.98KUPD.com> ("Website"). Once registered, visit your participating Valley Toyota Dealer locations (listed below) each day **beginning November 7<sup>th</sup>, 2022 and ending December 4<sup>th</sup>, 2022**, during dealership business hours to

“Check In” to automatically receive one (1) entry into the Sweepstakes. Limit one (1) “Check-In” entry per person per day. All “Check-In” entries must be received by dealership closing hours on December 4<sup>th</sup>, 2022, to be eligible for the Check-In random drawing. Sponsor is not responsible for telephone line unavailability, busy signals on the Sweepstakes line, operator interference, technical or atmospheric conditions, or limitations in dealership business hours, that disrupt, delay or prevent the completion of the entry, internet, app, Wi-Fi, or other technical malfunctions which may or may not result from this Sweepstakes.

Then, on or about December 5<sup>th</sup>, 2022, at or about 10:00:00 AM MT, one (1) Qualifier will be randomly selected from among all Check-In entries received during the entire Sweepstakes Period, to be deemed Qualifiers. Sponsor will notify each potential Qualifier by telephone or email and will make up to one (1) attempt to reach each Qualifier. In the event Sponsor is unable to reach a Qualifier after one (1) attempt and within 24 hours, he/she will forfeit his/her right to be a Qualifier and to receive a Qualifier Prize, and an alternate may be selected, time permitting, at Sponsor’s sole and absolute discretion. There will be a total of no more than ten (10) Qualifiers via the Check-In method of entry. All Qualifiers must meet the eligibility requirements of these Official Rules. Odds of winning via the Check-In method of entry depend on the number of eligible entries received during the entire Sweepstakes Period via this method of entry.

**Camelback Toyota** – 1550 East Camelback Road Phoenix, AZ. 85014  
**Right Toyota** – 7701 East Frank Lloyd Wright Scottsdale, AZ. 85260  
**Avondale Toyota** – 10005 West Papago Frwy. Avondale, AZ. 85323  
**AutoNation Toyota Tempe** – 7970 South Autoplex Loop Tempe, AZ. 85284  
**Bell Road Toyota** – 2020 West Bell Road Phoenix, AZ. 85023  
**Earnhardt Toyota** – 6136 East Autoloop Avenue Mesa, AZ. 85206  
**Big Two Toyota of Chandler** – 1250 South Gilbert Road Chandler, AZ. 85286  
**Berge Toyota** – 2020 West Riverview Auto Drive Mesa, AZ. 85201  
**Larry H. Miller Toyota Peoria** – 8633 West Bell Road Peoria, AZ. 85382  
**Toyota of Surprise** – 13543 North Auto Show Avenue Surprise, AZ. 85388

4. **Qualifier Event/How to Win Grand Prize:** At or about 12:00:00 PM MT on Dec. 5, 2022, all Qualifiers will be put into one pool for the Grand Prize random drawing, to be conducted by Sponsor. Odds of Qualifiers winning the Grand Prize are 1:18. The potential Grand Prize winner will be contacted via phone or email. Winner must respond to the winner notification within **24 hours** or that potential winner will forfeit his/her right to the Grand Prize, and Sponsor will randomly select an alternate potential Grand Prize winner from among all remaining Qualifiers. This process will continue until a potential Grand Prize winner responds to a winner notification within the allotted period of time.
5. **Prizes and Approximate Retail Values (“ARV’s”) - One (1) Grand Prize - \$3,000.00,** awarded in the form of a check. ARV: \$3,000.00.

**Twenty (20) Qualifier Prizes (1 Tap That App; 18 Keyword; and 1 Check-In)** – Two (2) tickets to see MUSE at the Desert Diamond Casino Arena on June 24<sup>th</sup>, 2023; ARV: \$100.00 each. The Gift card is subject to the terms, conditions and restrictions as printed on the gift card. Seat location at concert at Sponsor’s sole discretion. Transportation and parking are not included as part of the prize. Tickets are subject to the terms, conditions and restrictions as printed on the tickets. Prizes may not be exchanged, or sold on Craigslist, eBay or any

other third-party site. Sponsor is not responsible if the concert is postponed or cancelled for any reason. If the concert is cancelled, winner will not receive the concert tickets as part of the Prize. **Limit one (1) Qualifier per person during the entire Sweepstakes Period.**

Prizes are not transferable, assignable or redeemable for cash. No prize substitutions allowed except that Sponsor may substitute a prize for one of equal or greater value for any reason. The Prize winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. The Prize winners are responsible for paying all applicable income taxes associated with accepting their Prize. The Grand Prize winner will be required to sign a liability and/or publicity release and a W9 tax form ("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 is responsible for the applicable taxes.

6. **Claiming the Prizes:** To claim a Prize, the potential winner may be required to sign and return the Release Forms (if applicable) to the Station via email or mail within **thirty (30) days** of receiving the Release Forms, or prize may be forfeited at Sponsor's sole discretion. Upon receipt of the Release Forms (if applicable), Sponsor will assist the Prize winner with details on how to receive or claim the Prize. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. 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 (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 Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.
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. **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 Arizona; (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 Arizona without giving effect to any choice of law or conflict of law rules (whether of State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.
11. **Sweepstakes Winners/Official Rules:** For a copy of these official rules, or the names of the Sweepstakes winners, send a hand-printed, self-addressed, stamped envelope by December 30, 2022, to: Winners List/Official Rules (Larry's Excellent Adventure Sweepstakes), 98KUPD Studio, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008.
12. **Sponsor:** Hubbard Radio Phoenix, LLC and its station 98KUPD, 1100 North 52<sup>nd</sup> Street, Phoenix, Arizona 85008.