

MN Golf Show \$100,000 Pontoon Putt 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 MN Golf Show \$100,000 Pontoon Putt Contest (the "Contest") is open to legal residents of Minnesota and Western Wisconsin, who are 18 years of age or older. Void where prohibited by law. No purchase necessary to enter the Contest. Employees of MN Golf Show, Precision Events, LLC, KSTP-AM, LLC (collectively, the "Sponsor"), Nelson Marine (the "Promotional Participant"), American Hole in One, International Hole In One Association d/b/a Odds On Promotions, Venture Bank, HBI 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. Any current or former professional golfer as defined by USGA guidelines (PGA, LPGA or any other professional tour), any current or former club professional who has not achieved reinstatement to amateur status, any current NCAA, NAIA, or JUCO golfers or anyone who has played at any collegiate level within the past six (6) years are also not eligible to enter or win in this Contest. Further, if you have won or accepted a prize from 1500 ESPN within the past thirty (30) days from the day of the Finalist putt (defined below), or won and accepted a prize or combination of prizes with a total state value of \$1,000 or more from 1500 ESPN within 365 days from the day of the Finalist putt, you are also not eligible to enter or win this Contest. 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 at 10:00 AM Central Time ("CT") on February 16, 2018, and ends on February 18, 2018, at 2:30 PM Central Time ("CT") (the "Contest Period").
- 3. How to Qualify for the Grand Prize Putt** - To enter for a chance to qualify for the Grand Prize Putt event, visit the 1500 ESPN Tent at the 2018 Venture Bank Minnesota Golf Show in Hall B at the Minneapolis Convention Center at 1301 2nd Avenue South, Minneapolis, MN 55403 (the "Show"), and pay \$5.00 for every 3 putts. Any eligible individual that successfully makes a putt from the designated Qualifier line, as solely determined by Sponsor (a "Qualifier putt"), will be deemed a Qualifier, and that Qualifier will be invited to come back to the Show on Sunday, February 18, 2018 at 2:30 PM CT for a chance to be selected as a Finalist and to putt to win the Grand Prize. A person can buy as many putts as he/she wishes, but only 1 successful putt made is required to become a Qualifier.
- 4. The Grand Prize Putt Event** - Then, on Sunday, February 18, 2018 at 2:30 PM CT, each Qualifier will check in at the 1500 ESPN Tent at the Show. In order to be eligible to participate in the Grand Prize Putt event, each Qualifier must check in no later than 2:30 PM CT. Any Qualifier checking in after 2:30 PM CT will be disqualified and will not be eligible for the Grand Prize Putt event. At check in, each Qualifier must (1) present his or her drivers' license to provide he or she is eligible to participate, and (2) read and sign the Affidavit of Eligibility, Liability and Publicity Release AND the Contestant Agreement to Participate, prior to being allowed to attempt to make the Finalist putt. Decisions of judges are final in all matters relating to the Contest. Upon successfully checking in, Sponsor will randomly select the order in which the Qualifier's will attempt to make another putt to determine the Finalist (the "Finalist Round"). The Qualifier who makes the most successful putts during the Finalist Round will be deemed the Finalist and he/she will have one (1) chance to putt for the Grand Prize on the Grand Prize green. For any putt to qualify, the golf ball must come to rest completely inside the cup. A ball that enters the cup but fails to remain inside the cup will **not** constitute a winning putt.

Eligible Grand Prize Putt Attempt Requirements

- No practice, warm-up or qualifying putts on the green being used for the Grand Prize putt will be allowed.
 - The single putt attempt must be initiated from behind the demarcation line as specified by Sponsor. A foot fault (contestant's foot touching or crossing over the respective demarcation line) will disqualify any putt attempt. The Finalist will not be allowed another putt to replace the faulted putt.
 - In order to be considered a successful putt attempt, the golf ball may not come in contact with or bounce off of any person, wall or object in any manner prior to entering the cup other than the surface of the putting green. A golf ball that contacts or bounces off of any person, wall or object prior to entering the cup is immediately disqualified regardless of the outcome of the putt attempt.
 - In all circumstances, an eligible Finalist may have a maximum of one golf putt attempt regardless of the outcome of their initial Grand Prize putt attempt.
 - The Finalist acknowledges and agrees that the Grand Prize Putt attempt will be videotaped by Sponsor, or a representative of Sponsor, which must be verified by Sponsors insurance company.
 - A "putt" is defined as a "stroke" and a "stroke" is the forward movement of the club made with intention of fairly striking at and moving the ball.
 - The Finalist will be allowed one (1) attempt to successfully hole a putt using a USGA approved golf ball, from a minimum distance of one hundred twenty (120) feet into a regulation four and one quarter (4 1/4) inch hold/cup.
 - A ball is considered "holed" when it is at rest within the circumference of the hole and all of it is below the level of the lip of the hole.
 - The eligibility of the putt is subject to the USGA rules of golf.
 - The eligibility of the putt is subject to approval by Sponsor's insurance company.
5. **Prize and Approximate Retail Values ("ARV") - One (1) Grand Prize** – A SouthBay Pontoon boat, model 525 RS Arch Pontoon with 250 HP Mercury Verado motor and \$25,000.00 cash. ARV: \$125,000 **OR** a straight cash option of \$25,000.00. ARV: \$25,000.00 In the event the Grand Prize winner selects the cash option, the winner will ONLY receive \$25,000 and will not receive the boat or the value of the boat and hereby waives his/her right to claim the boat as part of the prize upon selecting the cash option. All warranties and guarantees are subject to the manufacturers' warranties and guarantees.

A maximum of one (1) grand prize(s) will be awarded if there is a Grand Prize winner. Grand prize winner(s) must accept delivery of prize from Sponsor, or as otherwise instructed by Sponsor. All other costs related to prize delivery and acceptance are the responsibility of winner including but not limited to taxes, title, insurance, license, and registration fees. All properly claimed prizes will be awarded. Prizes are non-transferable and no prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Grand prize winner will be required to complete and return a W-9 form, affidavit of eligibility, a Contestant Agreement to Participate, and liability/publicity release, and present a valid driver's license and social security card before prize will be awarded. Winner will be issued a 1099 form reflecting the value of the prize and are responsible for paying all income taxes on prize.

The 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. The Grand Prize winner agrees to comply with all applicable laws and regulations regarding boat ownership, including, but not limited to, those dealing with the registration, licensing and insuring of a boat. License/title fee, administrative fees and sales and boat taxes are NOT included in the prize. Boat described, displayed and/or pictured may not be the actual boat awarded. Boat prize recipient may be responsible for any additional title, taxes, license, insurance and registration fees associated with the prize. Sponsor reserves the right to substitute a prize of equal or greater value if the specific prize is not available at the time of the awarding of the prize. The winner hereby represents, and Sponsor and the other sponsors rely upon such representation, that the winner (a) is familiar with and

has knowledge of the risks, dangers, hazards and perils involved in the ownership and/or use of a boat, (b) understands and acknowledges that the ownership and/or use of a boat may be dangerous and may expose the owner and/or user to injury and liability, and (c) hereby fully assumes any and all responsibilities, liabilities and risks arising from, related to, or connected with the ownership and/or use of the boat from the time the boat is delivered to or picked up by winner, including, without limitation, serious injury, temporary or permanent disability and death, regardless of the causes. WINNER ON BEHALF OF HIMSELF OR HERSELF, AS WELL AS HIS OR HER HEIRS AND ASSIGNS, VOLUNTARILY ELECTS TO ACCEPT ALL RISKS arising from, related to, or connected with the ownership and/or use of the boat from the time the boat is delivered to or picked up by the winner.

6. **Claiming the Prize** - The winner and Sponsor will work with one another to determine how the Grand Prize winner will receive his/her Grand Prize. The Grand Prize winner represents and warrants that he/she will make best efforts to assist Sponsor in coordinating how the winner will pick up or receive the Grand Prize within no more than 30 days from the date the potential winner is verified by Sponsor's insurance company.
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 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.
8. **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, 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.
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 Contest; (2) unauthorized human intervention in any part of the participation process or the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of entries; or (4) 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.

10. **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.
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 Contest or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Minnesota; (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 Minnesota, without giving effect to any choice of law or conflict of law rules (whether of State of Minnesota, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.
12. **Winner's List** - For the name of the Grand Prize winner, if any, send a separate self-addressed, stamped envelope before March 31, 2018, to Winner List, Minnesota Golf Show \$100,000 Pontoon Putt 2018 Contest, 3415 University Avenue, St. Paul, Minnesota 55114.
13. **Official Rules** - For a copy of these Official Rules, see the 1500 ESPN Booth during the 2018 Venture Bank Minnesota Golf Show.
14. **Sponsors** - Minnesota Golf Show, Precision Events, LLC and KSTP-AM, LLC, 3415 University Avenue, St. Paul, MN 55114.