

**106.5 The Arch – “Cutest Couple Photo 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 106.5 The Arch Cutest Couple Photo Contest (the "Contest") is open only to listeners who are 18 years or older and residents of Missouri and 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 106.5 The Arch. These restrictions apply even if you reject the prize. Void outside of MO, and where prohibited by law. No purchase necessary to enter the Contest. Employees of Hubbard Radio St. Louis, LLC and its station WARH-FM, 11647 Olive Blvd., St. Louis, MO 63141 (the "Sponsor"), Diamond's Direct and Massage Luxe ("Promotional Participant"), 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 and Promotional Participant, 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 February 4, 2019, at or about 12:00:00 AM Central Time ("CT") and ends at or about 11:59:59 PM CT on February 24, 2019 (the "Contest Period"). The three (3) separate periods as follows:

  - i. The Entry Period: the entry period shall begin at 12:00:00 AM CT on February 4, 2019 and end at 11:59:59 PM ET on February 24, 2019 ("Entry Period");
  - ii. Judging Period: the initial judging period shall begin at 9:00 AM CT and end at 5:00 PM CT on February 25, 2019("Judging Period");

Sponsor reserves the right to cancel the Contest, or to modify any Period defined above in the event not enough sufficient eligible Entries are received during the Entry Period. In the event there is a modification to the timeline, Sponsor will post the modified Period dates on the Website.

- 3. How to Enter:** To enter, during the Entry Period, take a photograph you and your significant other (a "Photo"). Then, visit [1065thearch.com](http://1065thearch.com) to find the Contest mention, and complete and submit the online entry form, which includes uploading your Photo. Sponsor is not responsible for problems sending the technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this Contest. Sponsor is not responsible for lost, late, incomplete, invalid or misdirected entries, which may be disqualified at Sponsor's sole discretion. Any attempt to enter via any other method may disqualify that participant from winning any prize, at the sole discretion of Sponsor. All Photos and entry forms must be received by 11:59:59 PM CT on February 24, 2019 to be eligible.

Photos submitted must be entrant's original creative product, and must not infringe on any third party's intellectual property or privacy rights. By entering, you hereby grant to Sponsor the perpetual, unlimited, non-exclusive, worldwide and irrevocable right to modify, create derivative works of, edit, post, publish, distribute or otherwise use the Photo in any manner

and in any medium now known or hereafter developed in perpetuity, without further compensation, notification, or permission.

**Limit one (1) winner per person/household during the entire Contest Period.** 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. Sponsor reserves the right to cancel the Contest in the event it does not receive enough sufficient entries to judge.

4. **How Winner Is Chosen:** Enter as explained in Paragraph 3 above. Then, during the Initial Judging Period, a panel of judges comprised of staff members from 106.5 The Arch, in their sole discretion, will judge each eligible Photo using the following judging criteria: adherence to the "Cutest Couple" theme (70%); creativity/originality of Photo (20%); and clarity and quality of the Photo (10%) (collectively, the "Judging Criteria"). From there, the winner will be chosen at random. In the event of a tie, the entrant with the highest score in the adherence to the "Cutest Couple" theme category will be deemed the Grand Prize winner from among all tying Finalists.
5. **Prize and Approximate Retail Value - One (1) Grand Prize -** Two (2) tickets to the Second Chance Prom at the Foundry Art Center on March 30, 2019; a couple's massage from Massage Luxe, and a \$500 Diamond's Direct Gift Certificate. ARV: \$590. Gift certificate is subject to the terms, conditions and restrictions as printed on the certificate. Seat locations are at Sponsor's sole discretion. Transportation and parking are not included as a part of any prize. Tickets are subject to the terms, conditions and restrictions as printed on the tickets. Any guest of any winner must be at least 18 years of age or older, or be accompanied by his/her parent/legal guardian. The prize will be awarded only if the potential winners fully comply with these Official Rules. The prize is non-assignable and non-transferable and may not be redeemed for cash. Tickets may not be sold on eBay, Craigslist or other similar third party website. Sponsor reserves the right in its sole discretion to substitute any prize, or portion thereof, for one of equal or greater value, for any reason. The Grand Prize winner is responsible for any other costs and expenses not specified herein as being awarded. The Grand Prize winner is solely responsible for local, state and federal taxes on the prize, if any. Grand Prize 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.
6. **Claiming the Prizes:** Upon winner verification, **as a condition of being named an official winner**, the potential winner must claim his/her prize in person at the 106.5 The Arch at 11647 Olive Blvd., St. Louis, MO 63141, during normal business hours (8:30 a.m. - 5:30 p.m. M-F) **by March 30, 2019**, or prize will be forfeited. 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.
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, 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.

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, 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.
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) 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.
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 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.

11. **Contest Winners/Official Rules:** For a copy of these official rules, or the name of the Contest winner (available after February 24, 2019), send a hand-printed, self-addressed, stamped envelope by March 24, 2019 to: Winners List/Official Rules (designate which), 106.5 The Arch's Cutest Couple Contest, 11647 Olive Blvd., St. Louis, MO 63141.
12. **Sponsor:** Hubbard Radio St. Louis, LLC and its station 106.5 The Arch, 11647 Olive Blvd., St. Louis, MO 63141.