Twin Cities Live – "Music Matters to Minnesotans" at the American Music Awards
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 Twin Cities Live “Music Matters to Minnesotans” at the American Music Awards Sweepstakes (the “Sweepstakes”) is open only to residents of Minnesota or Wisconsin who reside within a 150 mile radius of the 5 EYEWITNESS NEWS studios located at 3415 University Avenue, St. Paul, MN 55114, and who are 18 years of age or older. No purchase necessary to enter the Sweepstakes. Employees of KSTP-TV, LLC and its station Twin Cities Live, 3415 University Avenue, St. Paul, MN 55114 (the "Sponsor"), American Broadcasting Companies, Inc., American Airlines, Inc., Dick Clark Productions, Inc. (collectively, “Promotional Participants”), Hubbard Broadcasting, Inc., 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 (collectively with Sponsor and Promotional Participants, 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 Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s (or his/her parent/legal guardian if entrant is deemed a minor) 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 October 21, 2019 at or about 9:00:00 AM Central Time ("CT") and ends at or about 11:59:59 PM CT on November 1, 2019 (the "Sweepstakes Period").

3. **How to Enter:** To enter, during the Sweepstakes Period, take a photo that shows how music matters to you (a "Photo"). Then, visit the Twin Cities Live page on Facebook and post your Photo using the hashtags: #AMASweepstakes #MusicMatters #TwinCitiesLive to automatically receive one (1) entry into the Sweepstakes. Limit one (1) entry per Photo, and one (1) entry/Photo per person per day. In the event the Post doesn’t include ALL 3 hashtags, or is posted after 11:59:59 PM CT on November 1, 2019, the entry will be forfeited and not included in the random drawing. 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 Sweepstakes. 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.

4. **Photo Criteria:** Entrants agree to and understand that the Photo may be made available to the public, including without limitation, broadcast on Twin Cities Live, posting on the Internet, and may appear in Sponsor's advertising and marketing materials without notice or compensation to you. Whether or not Photo is published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photos.
i. Each Photo must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor’s use of the Photo and each Photo must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person’s rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party’s preexisting work does not qualify as entrant’s original creation.

ii. By uploading the Photo the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo and each of its constituent parts, which rights include, without limitation, the Sponsor’s right to publish, make available to the public and/or reproduce the Photo at its sole discretion through any media available at any time during, or after, the Promotion Period on any related websites, in any promotional materials, whether related or un-related to the Promotion, and at any location, whether physical or online. Entrant agrees to release, defend, indemnify and hold harmless each of Released Parties from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant’s heirs, representatives, executors, administrators, or any other persons acting on entrant’s behalf or on behalf of entrant’s estate, have or may have by reason of: (i) Sponsor’s exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor’s use of the Photo and any portion thereof, or the likeness of any natural person therein.

iii. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual material contained in the Photo.

iv. Photos must not contain material that: (1) contains or depicts someone smoking, intoxicated, or using illegal substances, or any paraphernalia related to any of the above; (2) violates or infringes another’s rights, including without limitation, privacy, publicity or intellectual property rights; (3) contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (4) contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements); (5) contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, profane, obscene, hateful, tortious, slanderous or libelous; (6) references persons or organizations without their written permission; (7) disparages any persons or organizations; (8) includes threats to any person, place, business, or group; (9) is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Photo to comply with the preceding requirements and restrictions, as determined by Sponsor, in its sole discretion, may result in disqualification of entrant’s entry. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Promotion or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Photos must be suitable for presentation in a public forum, in sole determination of Sponsor.
5. **How Winner Is Chosen:** On or about November 4, 2019, Sponsor will randomly select one (1) Photo entry to become the Grand Prize winner from among all eligible entries/Photos submitted during the Sweepstakes Period. Odds of being the Grand Prize winner depend on the number of eligible entries/Photos that were received during the entire Sweepstakes Period. The potential Grand Prize winner will be notified by Direct Message on Facebook, and Sponsor will make up to 2 attempts to reach the potential Grand Prize winner. In the event Sponsor is unable to reach the potential Grand Prize winner after 2 attempts, he/she will forfeit his/her right to the Grand Prize, and an alternate winner may be selected from among all remaining entries at Sponsor’s sole discretion, time permitting. Sponsor is not responsible for unanswered or undeliverable Direct Messages.

**Prize and Approximate Retail Value – One (1) Grand Prize** – A trip to Los Angeles, CA for Winner and one (1) guest (“Guest”) to the “2019 American Music Awards” (“Trip”). Trip includes: two (2) fan pit passes (winner and guest will be able to walk the carpet before it opens and experience arrivals firsthand in the red carpet fan pit) plus show tickets for Winner and Guest to the “2019 American Music Awards” on Sunday, November 24, 2019 (“Event”); Roundtrip Coach Class air transportation for two (2) on American Airlines or its “Airline Associates” (American Eagle or the American Connection® carrier) for travel between the closest city to the Winner’s residence served by American Airlines or its Airline Associates and Los Angeles, CA; double occupancy hotel accommodations for two (2) nights (one room, room rate, taxes and resort fee only); and funds in the amount of one hundred dollars ($100) for transportation to and from the airport in Los Angeles, CA. ARV: $3,000.00. Actual retail value of Prize may vary. Any difference between stated ARV and actual ARV will not be awarded.

All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute a similar Prize (or Prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsors’ sole discretion.

Winner and guest must be able to travel **November 23, 2019 – November 25, 2019**, or the Prize will be forfeited. Travel arrangements must be made through Sponsors’ agent, on a carrier of Sponsors’ choice. Certain travel restrictions and blackout dates may apply. Winner and Guest must travel together on the same itinerary, including the same departure date, destination and return date, and must have valid travel documents (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so will result in forfeiture of Prize. Sponsors will not replace any lost or stolen tickets, travel vouchers or certificates.

Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsors are not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travel and lodging will be at the risk of Winner and Guest. Winner is solely responsible for all expenses and costs associated with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize, travel insurance, ground transportation (other than as described above), security and airport fees,
taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsors shall have the right, but not the obligation, to make any deductions and withholdings that Sponsors deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Sponsors shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Sponsors’ control, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Event are subject to change. Event is subject to cancellation. If Winner chooses to attend the Event with no Guest, the remaining elements of Prize shall constitute full satisfaction of Sponsors’ Prize obligation to Winner and no additional compensation will be awarded. Guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, “Guest Documents”), which must be returned with the Sweepstakes Documents, or Guest portion of the Prize will be forfeited.

The prize will be awarded only if the potential winner fully complies with these Official Rules. The prize is non-assignable and non-transferable and may not be redeemed for cash. 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 Twin Cities Live studios located at 3415 University Avenue, St. Paul, MN 55114, during normal business hours (9:00 a.m. – 5:30 p.m. CT M-F) within 5 business days of being named the official Grand Prize winner, 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 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, participation in the 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 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 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://kstp.com/article/stories/s277.shtml. 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.

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 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 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 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. **Sweepstakes Winners/Official Rules:** For a copy of these official rules, or the name of the Sweepstakes winner (available after June 28, 2019), send a hand-printed, self-addressed, stamped envelope by December 28, 2018 to: Winners List/Official Rules (designate which), Twin Cities Live Music Matters to Minnesotans at the ANA's, 3415 University Ave, St. Paul, MN 55114.

13. **Sponsor:** KSTP-TV, LLC and its program Twi Cities Live, 3415 University Ave, St. Paul, MN 55114.