

## Hubbard Academy Twitter & Instagram Sweepstakes

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY:** The Hubbard Academy Twitter & Instagram Sweepstakes ("Sweepstakes") is open to legal residents the 50 U.S. and D.C., ages 18 or older (or 19 or older if a resident of AL or NE) and registrants and in attendance during the March 21, 2018 Hubbard Digital Academy and are registered prior the start date of the Sweepstakes Period. All directors, officers, and employees of 2060 Digital, LLC d/b/a Hubbard Interactive (the "Sponsor") and its parent company, subsidiaries, affiliates, advertising and promotion agencies (collectively, the "Promotion Parties"), and each of their immediate family members (spouses, parents, children and siblings, and their respective spouses) and/or those living in the same household of each, are not eligible to enter or win the Sweepstakes. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**2. ENTRY PERIOD:** Sweepstakes begins at 9:00:00 AM Central Time ("CT") on June 27, 2018 and ends at 4:00 PM CT on June 27, 2018 ("Sweepstakes Period"). The Sponsor's computer system shall be the official timekeeper for the Sweepstakes.

**3. Agreement to Official Rules:** Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decision, which are final and binding in all matters related to this Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**4. How to Enter:** To enter, during the Sweepstakes Period, tweet using the hashtags **#HubbardAcademy #Sweepstakes** or post a photo to Instagram using the hashtags **#HubbardAcademy #Sweepstakes** to automatically receive one (1) entry into the random drawing. Entries must use BOTH hashtags **#HubbardAcademy #Sweepstakes** or entry will be forfeited. The tweet or post submitted must not be indecent or obscene or contain pornography or material of a sexual or other inappropriate nature or show illicit drugs. **Limit:** one (1) entry per person/Twitter/Instagram account. Anyone attempting to get more than one (1) entry per Sweepstakes Period may be disqualified from the entire Sweepstakes at Sponsor's sole discretion.

**PLEASE NOTE:** To enter, entrants must adjust their Twitter and Instagram account settings to allow for receipt of messages from Sponsor. For this purpose, entrants will have to set their Twitter account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's burden to take any steps necessary to adjust their Twitter and Instagram account settings so that messages can be sent by Sponsor. An entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust Twitter and Instagram account settings, shall be entrants, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including the failure on behalf of entrant to adjust their Twitter and Instagram account settings accordingly. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by direct message via entrant's Twitter and Instagram, or email accounts provided upon registrations to administer and fulfill this Sweepstakes.

**This Sweepstakes is not sponsored, endorsed, administered by or associated with Twitter or Instagram. By entering, you are providing the information to Sponsor, and not to Twitter or Instagram.**

**5. Random Drawing/How Winners are Chosen:** MUST BE PRESENT AT THE HUBBARD DIGITAL ACADEMY TO WIN. On June 27, 2018, one (1) hourly winner will be selected via a series of random drawings, to be conducted by Sponsor from among all eligible entries received up until five (5) minutes prior to each random drawing time. The drawing times will begin at 10:55 AM CT and end at 3:55 PM CT (each, an "Hourly Winner"), for a total of six

(6) Hourly Winners. Each Hourly Winner will be contacted via direct message on Twitter or Instagram and announced at the Digital Academy. Any non-winning entries WILL roll over to subsequent random drawings. In the event any potential winner is not present when he/she is notified as the potential winner, he/she will forfeit his/her right to the hourly prize and an alternate will be selected, time permitting. Limit one (1) prize per person throughout the entire Sweepstakes Period. Upon confirming each Hourly Winner, Sponsor will give the Hourly Winner his/her prize during the Hubbard Digital Academy.

**6. Prizes & Approximate Retail Values (“ARVs”): Six (6) Hourly Prizes –**

DRAWING TIME	HOURLY PRIZE
10:55	\$50 Total Wine Gift Card. ARV: \$50
11:55	\$50 BP Gas Gift Card. ARV: \$50
12:55	\$79.95 Massage Retreat and Spa Gift Certificate. ARV: \$79.95
1:55	4-Pack of MN Zoo Passes ARV: \$72
2:55	Two (2) Valley Fair admission tickets. ARV: \$74
3:55	\$50 BP Gas Gift Card. ARV: \$50

Gift cards and passes are subject to the terms, conditions and restrictions printed on the card or passes. No prize transfer or cash substitutes allowed except at Sponsor’s sole discretion due to prize unavailability or for any reason and only then for prize of equal or greater value.

**7. Entry Conditions and Release:** By entering, each entrant 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 Sponsor 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 entry, participation in the Sweepstakes, and acceptance or use or misuse of prize; and (c) indemnify, defend and hold harmless the Sponsor, including its parent company and affiliates, from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

**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. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner via random drawing(s) from all eligible, non-suspect entries received as of the event giving rise to the termination. Inclusion in such judging shall be each entrant’s sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry 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. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address used to submit the entry.

**9. Limitations of Liability:** The Sweepstakes Entities as set forth above, and their respective parents and affiliates, 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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; 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. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold judging from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

**10. Disputes/Governing Law:** Except where prohibited, 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 the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New Mexico without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Mexico. In addition, any dispute relating to the Sweepstakes (including these Official Rules) shall be brought individually, and without resort to class action, exclusively in the appropriate state or federal court having jurisdiction over the subject matter located in the City and County of New Mexico. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenes or lack of personal jurisdiction they may have.

**11. Privacy:** Sponsor and its authorized agents will collect, use, and disclose the personal information entrant provides when entering the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling prizes, and by entering this Sweepstakes entrant consents to the collection, use, disclosure and management of his/her personal information for said purposes. All personal information that entrant submits will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://corporate.hubbardradio.com/privacy-policy/>.

**12. OFFICIAL RULES/WINNERS LIST:** For a list of winners (available after June 27, 2018) or a copy of these Official Rules, send a self-addressed stamped envelope by June 27, 2018 to: Hubbard Digital Academy Twitter & Instagram Sweepstakes Winners/Rules (designate which), 3415 University Ave, St. Paul, MN 55114.

**13. SPONSOR:** 2060 Digital, LLC d/b/a Hubbard Interactive, 3415 University Ave, St. Paul, MN 55114.