

## MO Urban Fishing Photo Sweepstakes Official Rules

**NO PURCHASE NECESSARY.  
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.  
VOID WHERE PROHIBITED**

**BY SUBMITTING A PHOTO IN THIS SWEEPSTAKES, ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT SPONSOR MAY USE THE PHOTO ON SPONSOR'S WEBSITES, FACEBOOK OR INSTAGRAM PAGES, AND IN ANY OTHER MARKETING OR ADVERTISING MATERIALS WITHOUT ENTRANT'S PRIOR APPROVAL OR ADDITIONAL CONSIDERATION.**

1. **How to Enter:** The MO Urban Fishing Photo Sweepstakes ("Sweepstakes") begins at 9:00:00 AM Central Time ("CT") on May 2, 2019 and ends at 11:59:59 PM CT on June 2, 2019 ("Sweepstakes Period"). To enter, eligible participants can visit [www.mourbanfishing.org](http://www.mourbanfishing.org) ("Website") during the Sweepstakes Period to find and complete the entry form, which includes your name, address, phone number, email address, and select from the drop box in which lake your fish featured in your Photo was caught. Then, upload a photograph of you and a fish you caught in one of the 14 St. Louis area lakes ("Photo"). Once you have completed and submitted the entry form, and Photo, you will receive one (1) entry into the Random Drawing. **Limit:** one (1) entry per member during the entire Sweepstakes Period. Anyone attempting to get more than one (1) entry, or attempting to enter without attaching a Photo may be disqualified from the entire Sweepstakes at Sponsor's sole discretion.

**WHEN YOU UPLOAD YOUR PHOTO YOU AUTHORIZE US TO USE YOUR PHOTO IN ANY MANNER AND MEDIUM WITHOUT COMPENSATION.**

2. **HOW THE WINNER IS SELECTED:** A random drawing will be conducted by Administrator on or about June 3, 2019 from among all eligible entries received to determine the Grand Prize winners and First Prize winners ("Random Drawing"). Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Administrator will conduct the Random Drawing. The Winners will be notified by email or telephone on or about the day of the Random Drawing, and may also be announced on the Website and website.
3. **Photo Entry Requirements:** Entrants agree to and understand that Photo entries will be made available to the public, including without limitation, posting on the Internet and may appear in Sponsor's advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries.
  - a. Each Photo entry 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 entry and each Photo entry 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 and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees, 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.

- b. By uploading the Photo entry the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry 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 entry at its sole discretion through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or un-related to the Contest, and at any location, whether physical or online. Entrant agrees to release, defend, indemnify and hold harmless each of Released Parties, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors 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 entry and any portion thereof, or the likeness of any natural person therein.
- c. **Photo Entry Content Restrictions** Photo entries 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 entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. 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 Contest 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. Photo entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

4. **Claiming Your Prize:** Upon winner verification as a condition of being named an official winner, each potential winner must claim his/her prize in person at Administrator's business located at 11647 Olive Blvd, St. Louis, MO 63141 during normal business hours (Mon-Fri 8:30 AM – 5:30 PM, excluding holidays) within **thirty (30) days** of the day he or she wins to verify that he/she is the qualified winner. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. 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.
5. **Prize and Approximate Retail Value ("ARV"):** **Five (5) Grand Prizes** - A Rod & Reel Combo and a hat and bait towel. ARV: \$80 each. **Forty-five (45) First Prizes** – a hat and bait towel. ARV: \$30 each. Prize only consists of the item listed as the prize. Prizes are non-transferable, may not be substituted, and may not be redeemed for cash. Sponsor may substitute the prize for one of equal or greater value for any reason, at Sponsor's sole discretion. Products are subject to the manufacturers' warranties and guarantees.
6. **Eligibility:** Open and offered only to residents of Missouri who are 18 years of age or older. Employees and directors of MO Urban Fishing (collectively, "Sponsor"), 2060 Digital, LLC ("Administrator"), Hubbard Radio St. Louis, LLC, Hubbard Radio, LLC (collectively, "Released Parties"), and their respective parents, subsidiaries and affiliated companies, advertising, promotion or production agencies, and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Void where prohibited.
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 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 entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (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.
8. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form, including a Receipt, is subject to Administrator's Privacy Policy:

<http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor and Administrator 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.

9. **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 Grand Prize Winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing 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.
10. **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 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 a random drawing 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 Grand Prize at its sole discretion.

11. **Disputes/Governing Law:** Entrants agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Missouri State Court; (iii) 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' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.
12. **Sweepstakes Winners:** For the Sweepstakes Winner's names available after June 3, 2019, see Website.
13. **Official Rules:** For a copy of these Official Rule, see the Website through the Sweepstakes Period.
14. **Sponsor:** MO Urban Fishing, St. Louis, MO.