

**myTalk 107.1 – 2018 Cat Video Festival Contest
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

YOU UNDERSTAND AND AGREE THAT BY ENTERING AND SUBMITTING YOUR VIDEO, THE VIDEO SUBMISSION WILL BE POSTED ON CATFESTMN.COM AND OTHER WEBSITES, SOCIAL MEDIA SITES AND IN OTHER MEDIUMS AT SPONSOR'S SOLE DISCRETION, INCLUDING BUT NOT LIMITED TO (IF SELECTED) SHOWN DURING THE CAT VIDEO FESTIVAL EVENT.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The myTalk 107.1 “2018 Cat Video Festival Contest” Contest (the “Contest”) is open only to individuals who are legal residents of the 50 United States and District of Columbia who are 18 years or older (or 19 years of age or older for residents of AL and NE). To participate, you must enter the contest as an eligible individual (each, an “Entrant”). Employees of KTMF-FM, LLC and its station myTalk 107.1 located at 3415 University Avenue, St. Paul, MN 55114 (the “Sponsor”), HBI Radio, LLC, Saint Paul Saints Baseball Club, Inc., located at 360 North Broadway Street, St. Paul, MN 55101 (“Promotional Partner”), (collectively with Sponsor, the “Released Parties”), any radio, television or other media companies or sports clubs located in the Minneapolis or St. Paul area, 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 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 at or about 8:00:00 AM Central Time (“CT”) on April 30, 2018, and ends at or about 11:59:59 PM CT on July 13, 2018 (the “Contest Period”).
- 3. How to Enter:** To enter the Contest, during the Contest Period, each Entrant can visit www.catfestmn.com (“Website”), to find and complete the online official entry form and upload a funny or cute video of your cat (“Submission”). Submissions cannot exceed 2 minutes in length. Any Submission that exceeds 2 minutes in length may be forfeited at Sponsor’s sole discretion. There is no limit as to how many Submission any Entrant can submit. Sponsor is not responsible for internet or telephone line unavailability, incomplete uploads of any Submission, or other technical problems that may arise in connection with your entry into the Contest. Any attempt by any individual to enter by using multiple/different identities or any other methods may disqualify that individual from participating and winning any prize, at the sole discretion of Sponsor. By submitting a Submission, you hereby acknowledge and agree that your Submission may be shown or available on the Website without prior consent by or notice to you and for no additional compensation. Further, each Entrant certifies that the Submission is their own original work, and that the Entrant has the right to allow the publication of the Submission without restriction, and Sponsor’s use of the Submission will not infringe the rights of any third parties (e.g., copyrights, trademarks, rights of publicity or privacy, etc.).
- 4. How Finalists are Chosen:** Then, from (or about) July 14, 2018 through July 20, 2018 (“Judging Period”), all eligible Submissions received will be judged by Sponsor, whose decisions are final and binding in all matters related to this Contest. Sponsor will choose up to seventy-five (75) Submissions (hereinafter, “Winners”) who scored the highest using the following judging criteria

and percentages: quality of the video is high enough to display during the Event (49%); (defined in Section 5 below), and; funny or cute factor of the video (51%) (“Judging Criteria”). Each Winner will be notified by email on or about August 1, 2018 that his/her video Submission will be displayed during the Event on August 8, 2018. Sponsor reserves the right to select fewer than seventy-five (75) Winners in the event not enough sufficient Submissions are received.

- 5. Prizes – Up to 75 Grand Prizes** – Each winner’s video Submission will appear on-screen during the Cat Video Festival on August 8, 2018 at CHS Field (“Event”); and the possibility of the video Submission being featured in other Sponsor and Promotional Participant promotional materials. Doors to the Event open at 6:00 p.m. CT, and the Videos will be displayed at or about 8:30 p.m. CT. There is no approximate retail value associated with this prize.

The prize is non-assignable and non-transferable. Prize consists of only those items specifically listed as part of the Prize.

6. Video Entry Requirements: Entrants agree to and understand that video Submissions (“Video(s)”) may 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 Video entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Video entries.

a. The Video entry must not have been submitted previously in any Contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.

b. The Video may not exceed 2 minutes in length.

c. Each Video 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 Video entry, and the Video entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Video entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Video 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.

d. By uploading the Video entry the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Video entry and each of its constituent parts, which rights include, without limitation, the Sponsor’s right to publish, edit, make derivative works from, make available to the public, and/or reproduce the Video entry 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 other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Contest. In addition, entrant warrants that any so called “moral rights” in the Video entry have been waived and entrant acknowledges and agrees that Sponsor may use any ideas from any Video entry or other submitted materials, whether or not entrant has been awarded a prize in connection with any such Video Entry or other materials. 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 Video entry and any portion thereof, or the likeness of any natural person therein.

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

7. Video Entry Content Restrictions

Video entries must not contain material that:

- a. Contains or depicts someone smoking or intoxicated;
- b. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- c. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- d. 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);
- e. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- f. References persons or organizations without their written permission;
- g. Disparages any persons or organizations;
- h. Includes threats to any person, place, business, or group;
- i. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Video entry to comply with the above "Video Entry Requirements" and "Video 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. **All Video entries shall become the exclusive property of Sponsor and will not be returned. Video entries must be suitable for presentation in a public forum, in sole determination of Sponsor.**

8. 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.

9. 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 or 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.

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 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.

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 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 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. Official Rules: For a copy of these official rules, see the Website.

13. Sponsor: KTMF-FM, LLC and its station myTalk 107.1, 3415 University Avenue, St. Paul, MN 55114.