

101ESPN FORTNITE CHALLENGE

NO PURCHASE NECESSARY TO ENTER OR WIN

1. The 101ESPN FORTNITE CHALLENGE Contest (the "Contest") is a free entry, on-line contest designed to test one's own skills when it comes to playing the online video game Fortnite on gamerzarena.com. This Contest is administered by Gamerzarena.com (the "Administrator") on behalf of **Hubbard Radio St. Louis, LLC and its station 101ESPN** (the "Sponsor"). This Contest begins at 12:00:01 AM Central Time ("CT") **on December 20th 2019** and concludes at 11:59:59 PM CT **on December 29th, 2019** (the "Contest Period"). This Contest is provided solely for entertainment purposes or as a pastime.

2. **Eligibility:** This contest is only open to listeners who are residents of Missouri and Illinois and are at least 16 years of age or older, who are **Twitch Stream account holders**. Void where prohibited by law. No purchase necessary to enter the Contest. Employees of Sponsor, Administrator, Hubbard Radio, LLC, (collectively, the "Released Parties"), any radio, television or other media companies located in the 50 U.S. or DC, 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 player's (or player's parent/legal guardian, on behalf of player, if player is under the age of 16) 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.

3. **How to Enter:** To enter/play, visit www.gamerzarena.com ("Site") during the Contest Period, select the following: <Arena, <Game Fortnite <101ESPN Radio. Then, make sure your Twitch stream is live, and start playing the Apex Legends game (hereinafter collectively, the "**Game**"). Once you have signed in to play the Game, the Site will automatically start a Game play window, where the player can play one or more rounds of Fortnite (each, a "Round") until the player feels that his/her score during any Round will be good enough to win a Prize. Each player must hit the "Finish Entry" button within the Game in order for their score for any Round to count and be placed on the Leaderboard (defined below) (each, a "**Score Entry**"). A Game Play Window starts when a player signs in and plays the Game and ends when the player clicks "Finish Entry" (each, a "**Game Play Window**"). Players can play multiple Rounds during a single Game Play Window until the player feels a Round may be good enough to win a Prize by hitting "Finish Entry," wherein only that specific Round will be used as the players Score Entry. Limit one (1) Score Entry per Game Play Window, but there is no limit to the number of Score Entries a single player can submit during the entire Contest Period. Players can play the Game as many times as they wish during the Contest Period. Upon any Game Play Window ending by hitting "Finish Entry," the player can immediately go back into the Site and start a new Game Play Window. **PLEASE NOTE:** In order to count as a Score Entry, each player MUST be live through your Twitch account.

4. **How to Earn Points and Win:** For each elimination/kill a player receives during any Round, that player will earn one (1) point ("Point"). Upon submitting a Score Entry, that player's Score will be posted on the Game's leaderboard on the Site ("**Leaderboard**"). The player with the highest score on the Leaderboard at the conclusion of the entire Contest Period will be deemed the 1st Prize winner. The player with the second to highest score on the Leaderboard at the conclusion of the Contest Period will be deemed the 2nd Prize winner. This process will continue through the player who receives the 30th highest score (each place on the

Leaderboard will hereinafter be referred to as a "Prize Level." In the event of a tie, the prize at that Prize Level and the Prize Level immediately below that Prize Level will be evenly split among all tying players, and the players who appear under that Prize Level on the Leaderboard will then all move up one Prize Level. There is no limit to the number of Prizes a single player can win.

Sponsor is not responsible for entries not received due to lost, failed, delayed, or interrupted connections, including Internet/Web-server/network/phone-line connections or miscommunications, or other electronic malfunctions, computer or telephone, hardware or software failures, malfunctions, or garbled or jumbled transmissions. The Sponsor reserves the right, in its sole discretion, to cancel or suspend the Contest should virus, bugs, unauthorized human intervention, legal restrictions, or other causes beyond the control of the Sponsor (in the Sponsor's sole opinion) corrupt or impair the administration, security, fairness, or proper operation or play of the Contest. In any such event, select winners, either by highest scores achieved prior to event requiring such termination, cancellation or suspension or, if necessary, by random drawing from all eligible registrations received prior to event requiring such action.

5. **Prizes/Prize Levels:** There will be up to **thirty (30) Prizes** (as shown on the final Leaderboard after the Contest Period) awarded in the Contest, as follows:

Prize Level	Prize
1	\$150.00
2	\$70.00
3	\$25.00
4	\$15.00
5	\$14.00
6	\$13.00
7	\$12.00
8	\$11.00
9- 24	\$10.00
25-30	\$5.00

Each Prize will be automatically added to each Winner's www.GamerzArena account ("Account") within five (5) business days of the Contest Period ending. Upon the credit to each Account, the Winner may make a **minimum** withdrawal request of \$20.00 to their Skrill.com account. In the event any Prize is less than \$20.00, that Winner may only use the amount of the Prize within the Site as a GamerzArena credit. **IMPORTANT NOTICE:** Players must check the Leaderboard or his/her Account in order to see if they are an official Winner, as Winners will NOT be notified in any other manner.

9. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant (or participant's parent/legal guardian if participant is under the age of 18) 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 Administrator and 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 participation in this Contest and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Administrator and Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an player's participation in the Contest and/or player'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 (or his/her parent/legal guardian if participant is under the age of 18) consents to his or her voice and telephone conversation being recorded and/or broadcast.

10. **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.

11. **Limitations of Liability:** The Administrator and Sponsor are not responsible for: (1) any incorrect or inaccurate information, whether caused by players, 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 player's participation in the Contest or receipt or use or misuse of any Prize.

12. **Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Administrator's privacy policy located at: <https://gamerzarena.com/legal/privacy-policy>. By entering this Contest, each player (or player's parent/legal guardian, on behalf of player, if player is under the age of 18) agrees that the Sponsor and Administrator have the right to contact the player by email via the accounts provided on the GamerzArena.com registration form to administer and fulfill this Contest.

13. **Disputes/Governing Law:** Except where prohibited, player (or player's parent/legal guardian, on behalf of player, if player is under the age of 18) 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; (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 player be permitted to

obtain awards for, and player 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 player and Sponsor in connection with this Contest 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 State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

14. **Official Rules:** For a copy of these official rules or names of winners, send a hand-printed, self-addressed, stamped envelope by January 8th, 2020 to: Official Rules/Winner's List (designate which), 101ESPN's Fortnite Challenge, 11647 Olive Blvd., Creve Coeur, MO 63141.