

**101ESPN, 106.5 THE ARCH, KSHE 95, 105.7 THE POINT, NEW COUNTRY 92.3**  
**“First Bank Tribute to Local Business” Sweepstakes**  
**Official Rules**

**NO PURCHASE OR ACCOUNT REQUIRED TO ENTER TO WIN.**  
**PURCHASE WILL NOT IMPROVE CHANCES OF WINNING**

- 1. Eligibility:** The 101ESPN, 106.5 The Arch, KSHE 95, 105.7 The Point, New Country 92.3, and First Bank Tribute to Local Business Sweepstakes (the “Sweepstakes”) is open and offered to legal residents of Missouri and Illinois who are 18 years of age or older and are employed by a qualifying small business (the “Nominator”). **PLEASE NOTE:** The Nominator must be an active employee of the business they are nominating, and in order to qualify, that business must be a small local business in good standing that was organized or incorporated AND is located in the state of Missouri OR Illinois (“Nominee”). Employees of First Bank. (the “Sponsor”), 2060 Digital, LLC (“Administrator”) Hubbard Radio St. Louis, LLC (“Promotional Participant”) (collectively, the Sponsor, Promotional Participant, and Administrator are the “Released Parties”), including their parent companies, subsidiaries, directors, officers and agents, and their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes 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 Nominator’s and Nominee’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. When and How to Enter:** To enter, visit <https://firstbanktributestl.com/> (“Website”) beginning at 12:00:00 AM Central Time (“CT”) on May 1, 2019 through 11:59:59 PM CT on June 9, 2019 (“Sweepstakes Period”), to find, complete and submit the online official entry form which includes your first and last name, email address, date of birth, phone number, the local business you are naming as your Nominee, the business’ physical address, your relationship with the business, the number of employees, the name of the business owner, the year of the local business was established, and briefly describe why you are nominating the business (optional). The Sweepstakes Period will be broken out into six (6) separate weekly drawing pools which will run on the dates listed below (each, a “Weekly Drawing Pool”); and one (1) grand prize pool which will run during the entire Sweepstakes Period (“Grand Prize Drawing Pool”). Each Weekly Drawing Pool will be as follows:

Weekly Drawing Pool #1: From 12:00:00 AM CT on 5/1/2019 through 11:59:59 PM CT on 5/5/2019.

Weekly Drawing Pool #2: From 12:00:00 AM CT on 5/6/2019 through 11:59:59 PM CT on 5/12/2019.

Weekly Drawing Pool #3: From 12:00:00 AM CT on 5/13/2019 through 11:59:59 PM CT on 5/19/2019.

Weekly Drawing Pool #4: From 12:00:00 AM CT on 5/20/2019 through 11:59:59 PM CT on 5/26/2019.

Weekly Drawing Pool #5: From 12:00:00 AM CT on 5/27/2019 through 11:59:59 PM CT on 6/2/2019.

Weekly Drawing Pool #6: From 12:00:00 AM CT on 6/3/2019 through 11:59:59 PM CT on 6/9/2019.

To enter, visit the Website during the Sweepstakes Period to find the online official entry form. Complete and submit the online entry form to automatically receive one (1) entry into that week's Weekly Drawing Pool, and one (1) entry into the Grand Prize Drawing Pool, simultaneously. Limit one (1) entry per person/email address during the entire Sweepstakes Period. All entries must be received by 11:59:59 p.m. PT on the last day of each Weekly Drawing Pool as specified above to be eligible for that week's Weekly Drawing Pool, or by 11:59:59 p.m. CT on June 9, 2019 to be entered into the Grand Prize Drawing Pool.

**3. Random Drawings/Winner Notification:** From all entries received during each Weekly Drawing Pool, one (1) Weekly Prize Winner will be randomly drawn from among all entries received for that Weekly Drawing Pool, to be conducted on the day following the deadline for each Weekly Drawing Pool as set forth above, which will occur on: 5/6/19, 5/13/2019, 5/20/19, 5/28/19, 6/3/19, and 6/10/19. All non-winning entries **WILL** be rolled over into subsequent Weekly Drawing Pools. Then, one (1) Grand Prize winner will be selected in a random drawing that will occur on 6/10/2019 from among all eligible entries received during the Grand Prize Drawing Pool. Limit one (1) Prize per person/household during the entire Sweepstakes Period. Decisions of judges are final and binding. Odds of winning a Weekly Prize depend on the number of eligible entries received for each Weekly Drawing Pool. Odds of winning the Grand Prize depend on the number of eligible entries received in the Grand Prize Drawing Pool. All unclaimed or returned prizes remain the sole property of Sponsor. Potential winners will then be sent a winner notification email or contacted by phone. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential Prize winners are final and binding in all matters related to the Sweepstakes. Failure of the potential winner to respond to the winner notification within **three (3)** calendar days of notification or return of message notification as undeliverable after three (3) attempts will result in disqualification and an alternate potential winner being selected.

In addition, Sponsor reserves the right, in its sole discretion, to disqualify a potential winner for any of the following reasons: (a) non-compliance with these Official Rules; (b) in the event that the potential winner notification is returned as undeliverable; or (c) information showing that the Entry was defective or failed to comply with these Official Rules.

THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR AND SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

**4. Claiming Prizes:** Upon winner verification, Sponsor will provide an affidavit of eligibility and liability and publicity release to the Grand Prize winning Nominee, which must be completed, signed and returned within five (5) days, or the prize may be forfeited and awarded to an alternate winner, time permitting, at Sponsor's sole discretion. Upon receipt of the required paperwork, Sponsor will work with the Grand Prize winner to determine delivery date for winner to receive the Grand Prize. Upon notifying each Weekly Winner, Sponsor will work with each Weekly Winner to arrange for the Weekly Prize to be delivered to the winning Local Business.

**5. Prizes & Approximate Retail Values ("ARV"): One (1) Grand Prize Winner.** The winning Nominee will receive a \$5,000.00 on-air and digital advertising package on WARH, WIL, WXOS, KSHE or KPNT for the small business listed as the Nominee AND an additional \$5,000.00 on-air and digital advertising package on WARH, WIL, WXOS, KSHE or KPNT for the local community Chamber of Commerce, all courtesy of First Bank. The winning

Nominee will also receive a lunch delivered by a Sponsor-specified on-air personality from the Station the entry was submitted through, will be featured in promotional materials a 300x250 run of site display advertising promoting the winning business on [www.101espn.com](http://www.101espn.com), [www.1065thearch.com](http://www.1065thearch.com), [www.newcountry923.com](http://www.newcountry923.com), [www.kshe95.com](http://www.kshe95.com), and [www.1057thepoint.com](http://www.1057thepoint.com) as well as a 2-minute video on the First Bank custom web page. PLUS, the Nominator who nominated the winning Nominee will receive a \$250.00 Sponsor-specified gift card. ARV: \$10,350 (\$5,150 to Nominee, \$5,000 to the Chamber of Commerce and \$250 to Nominator). **Six (6) Weekly Prizes** –The winning Nominee will receive a FirstBank logoed cake for the small business listed as the Nominee and its employees, and two (2) tickets to a Sponsor-specified upcoming event, a framed certificate, the businesses logo & picture featured on a custom page and on [www.101espn.com](http://www.101espn.com), [www.1065thearch.com](http://www.1065thearch.com), [www.newcountry923.com](http://www.newcountry923.com), [www.kshe95.com](http://www.kshe95.com), or [www.1057thepoint.com](http://www.1057thepoint.com) for a week after winning, name listed on the First Bank website, and a link from the First Bank website to the winning businesses website. The Nominator who nominated the winning Nominee will receive a \$100.00 Sponsor-specified gift card. ARV: \$250 each. Gift cards are subject to the terms, conditions and restrictions printed on the card. Prizes consist of only those items listed as part of the prize. All taxes associated with a prize are each winner's sole responsibility. Prizes are nontransferable, and no substitution will be made except as provided herein at Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a prize, or component thereof, for one of equal or greater value if the designated prize should become unavailable for any reason.

**6. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Nominators and Nominees agree that the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the failure to capture or loss of any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the website or any Sweepstakes-related website(s). This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

By entering the Sweepstakes, each Nominator and Nominee agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the Nominator's and Nominee's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary

rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) any change in prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action[s], regulation[s], order[s] or request[s] prove[s] to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry; (i) any technical malfunctions or unavailability of a website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider or mail service utilized by any of the Released Parties or by an Nominator and Nominee; (j) interruption or inability to access the Sweepstakes or any online service via the Internet due to hardware or software compatibility problems.

**7. DISPUTES:** Nominator and Nominee 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 Nominator and Nominee be permitted to obtain awards for, and Nominator and Nominee 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 Nominator and Nominee 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.

**8. PRIVACY POLICY:** Any personally identifiable information collected during an Nominator and Nominee's participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Administrator's Privacy Policy as stated at <https://2060digital.com/privacy-statement/>.

**9. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address

associated with the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**10. WINNER LIST/OFFICIAL RULES:** For the name of the winners, send a hand-printed, self-addressed, stamped envelope ("SASE") to: 101ESPN, 106.5 The Arch, KSHE 95, 105.7 The Point, New Country 92.3 First Bank Tribute to Local Business Sweepstakes Winners List/Official Rules (designate which), c/o 2060 Digital, LLC, 11647 Olive Boulevard, Creve Coeur, MO 63141. The requests must be received by June 16, 2019. Or, to see the Official Rules without sending a SASE, see the Website during the Sweepstakes Period.

**11. Sponsor:** First Bank, St. Louis, MO.