

OFFICIAL CONTEST RULES The Brain Drain 2024



1. <u>How to play:</u> No purchase necessary. Listen to Leighton Media Stations Wild Country 99/KZPK/98.9 FM Paynesville/St. Cloud or 97 KYCK/KYCK/97.1 FM Grand Forks/Crookston. Listen weekdays at or around 7:10am, 11:10am and 3:10pm starting Monday, September 30th, 2024, through Friday, October 25th, 2024. When you hear the On-Air Cue to Call, be caller number 9 at your respective local station (320) 656-9453 / KZPK or (701) 738-0097 / KYCK to play the Brain Drain.

1a. Caller 9 will play the The Brain Drain. The contestant will have :60 seconds to answer 10 of 15 pre-determined questions correctly, without getting any wrong to win the current progressive daily jackpot. Listeners will have the option to pass on any question during the contest but will receive the same question(s) should they exhaust all 15. If they answer any question incorrectly, the game is over. Each jackpot will start at \$999.00. Every time the game is played and not won; the progressive jackpot will increase by \$50.00. Once the progressive jackpot is won, it will reset to \$999.00 for the next gameplay.

1b. In the event that all cash allotted for the contest is not won prior to the final day (10/25/24), the contest will end.

1c. Players can only win once per contest period. Once a player has won a progressive daily jackpot, they are no longer eligible to participate for the rest of the campaign.

1d. Wild Country 99/KZPK Staff will facilitate the Contest from Leighton Media Studios in St. Cloud, Minnesota. The Cue to Call will air at or around each play time on each station.

1e. Winners will be paid by check for their winning amount by Leighton Media and should allow minimum of 14 business days for processing. Checks over the amount of \$600 will not be mailed. Winners of more than \$600 will be contacted when their check is ready to be picked up. During regular business hours (8a – 5p Mon – Fri) at the the listeners respective local Leighton Media Office (619 West St. Germain Street, St. Cloud, MN 56301 or 1185 9th Street NE, Thompson, ND 58278), winner will need to present a current Legal Photo ID & provide all necessary information as required by the IRS to produce a 1099. Please call ahead to notify our receptionist at (320) 251- 1450 (St. Cloud) (701) 775-4611 (Grand Forks). No purchase necessary.

2. <u>Eligibility</u>: To enter any contest you must be 18 years of age or older, a legal U.S. resident and reside in the state of Minnesota or North Dakota. Contest is void where prohibited by law. Employees of Leighton Media of the contest sponsor and subsidiary companies, advertising and promotion agencies, and their respective officers, directors, representatives and agents ("Contest Entities"), entities furnishing prizes or otherwise connected with the conduct of these sweepstakes and their immediate families and members of their households, are all ineligible to participate in contest.

3. No transfer, substitution or cash equivalent for prizes allowed. All federal, state, or other tax liabilities (including income taxes), and subsequent expenses such as (but not limited to) gas, insurance, and maintenance arising from this contest will be the sole responsibility of each winner. Prize must be claimed within thirty working days of winning (or sooner, depending on prize.)

4. <u>Prize Conditions:</u> Potential winner(s) will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release ("Affidavit/Release"). If the potential winner fails to complete the document at the time s/he picks up the prize, is found to be ineligible, or does not comply with the Official Rules, then the potential winner will be disqualified. Prizes are nontransferable. All federal, state, or other tax liabilities (including income taxes) arising from this contest will be the sole responsibility of each winner. Except where prohibited by law, the use winner's entry and acceptance of the prize constitutes permission for the Contest Entities to use said winner's name, initials, photograph, likeness, statements, biographical information, voice, and city and state address on a worldwide basis, and in all forms of media (including Leighton Broadcasting), in perpetuity, without further compensation.

5. <u>Contest Conditions</u>: This Contest is subject to all federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Contest Administrator and waive any right to claim ambiguity in the Contest or these Official Rules. Entrants generally may enter each contest only once, unless specifically noted. Winners and entrants also agree to release, discharge, indemnify and hold harmless Contest Entities from and against any claims, damages or liability due to any injuries, damages, or losses to any person, including death, or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest.



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In most cases, once a person has won a prize, he/she will have one month (30 working days) in order to claim it (this may vary depending on type of prize and promotion), and contest winner will be ineligible to win another prize through Leighton Broadcasting for 30 days.

6. Limitations of Liability: Contest Entities are not responsible for lost, late, misdirected, undeliverable, or incomplete entries. Leighton Broadcasting and/or Sponsor(s) may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten, or harass any other entrants or Sponsor representatives. Contest Entities are not responsible for lost entries due to telephonic or electronic malfunctions. If for any reason this Contest is not capable of running as planned as a result of any causes beyond the reasonable control of Sponsor including but not limited to tampering, unauthorized intervention or fraud which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, then, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest.

7. If the winner is instructed by Leighton Media or its affiliates to personally pick up a prize, it must be claimed within thirty calendar days of winning or by the date specified in the contest rules. Upon pick-up of prize, proper photo identification (i.e. valid driver's license, passport) from the winner is required.

8. Leighton Media will not remind winners of the deadline for claiming their prize. It is the responsibility of the winner to claim the prize within the specified timeframe. All unclaimed prizes after thirty days will automatically be forfeited and may be awarded to another contestant. Leighton Media is at liberty to give away any unclaimed prize at the end of the thirty-day grace period.

9. Under "unique circumstances," a representative designated by the winner may be allowed to accept the prize. Written authorization from the winner including representative's name, ID, and a photocopy of the winner's valid driver's license and proof of insurance is required. Leighton Media will qualify what constitutes a "unique circumstance."

10. In the event that a winner voluntarily chooses to not accept a prize, he/she automatically forfeits all claims to that prize. Leighton Media then has the right, but not the obligation, to award that prize to a contest runner-up.

11. Leighton Media may substitute another prize of equal value, in the event of non-availability of a prize.

12. Leighton Media reserves the right to change or end the contest at any time.

13. Leighton Media is not responsible for any technical malfunctions or glitches during each contest play.

14. Leighton Media is not responsible for any defective prizes.

15. Leighton Media is not responsible for any phone, computer, browser, server, or other equipment malfunction that may or may not interfere with contest entries. Winners will be selected only from entries received by the deadline.

16. Employees of Leighton Media, its advertising agencies, their affiliates, representatives, and their families or households are ineligible to enter/win any contest staged on Leighton Broadcasting owned and operated stations or web sites.

17. Leighton Media, its agencies, affiliates, sponsors or representatives absolve themselves of any liability, financial or otherwise, resulting from any contests staged by Leighton Media.

18. Additions or deletions to these rules may be made at the discretion of Leighton Media and may be enacted at any time. Basic Contest Rules and addenda are available for review during regular business hours at the Leighton Media office located at 619 St Germain, St. Cloud, MN 56301. A copy of the rules can be requested through the mail or by sending e-mail to cniess@leightonbroadcasting.com

19. To receive a list of winners, send a self-addressed, stamped envelope to: Leighton Media c/o Promotions Department, 619 St Germain Street, St. Cloud, MN 56301. Please specify name of Contest and either "Rules" or "Winners."