KUMD 103.3 FM SPA & STAY AT BLUEFIN BAY OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. THERE IS NO FEE TO ENTER THIS PROMOTION. WINNERS WILL BE SELECTED IN A RANDOM DRAWING FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. ELIGIBILITY REQUIREMENTS: The KUMD 103.3 FM Spa & Stay at Bluefin Bay Giveaway (the "Promotion") is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry. Void where prohibited by law. Employees and Volunteers of KUMD 103.3 FM ("Sponsor"), as well as household family members of such employees and volunteers of Sponsor, are not eligible.

2. PROMOTION ENTRY PERIOD: Enter between ***Wednesday, March 9th*** and ***Tuesday, March 29th.***

3. TO ENTER: Eligible individuals may enter the Promotion online at KUMD.org or by calling (218) 726-7181 to register by providing name and contact information. Phone attendant will fill out an official entry form on the eligible individual's behalf. Limit one entry per person. Each entry submitted in this Promotion is referred to as an "Entry". Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entry that does not comply with these Official Rules.

4. SELECTION OF WINNERS: A random drawing will be conducted on March 15th, 22nd and 29th. Odds of winning a prize depend upon the number of eligible entries received during the Promotion Period. Winners will be notified either by phone or by email to the phone number or email address provided during the entry submission process. The Prize will be sent to address of winner as provided at time of entry.

5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): **Spa & Stay at Bluefin Bay ($750) –** Two (2) nights lodging in a Master Suite at Surfside on Lake Superior, the newest member of the Bluefin Family of Resorts in Tofte, Minnesota. Master Suite has a king bed, double whirlpool tub, wet bar and a double glass and tile shower. Two (2) one-hour spa treatments, either massage or skin care at the discretion of the certificate holder. Some restrictions again use during peak dates, specified on the certificate.

6. GENERAL CONDITIONS: No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable, and non-refundable. By participating in this Promotion, entrants agree to these Official Rules which are final and binding in all respects. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Promotion is not capable of running as

planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the Promotion. This Promotion is offered only in the United States and is governed by the laws of the state of Minnesota, with venue with respect to any dispute will be in St.Louis County, Minnesota, and all claims must be resolved in the federal or state courts located in St.Louis County, Minnesota.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Promotion Parties resulting from user's participation in or attempt to participate in the Promotion or download any information in connection with participating in the Promotion. No responsibility or liability is assumed by the Sponsor or Promotion Parties for technical problems or technical malfunction which may affect the operation of the Promotion, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site, in whole or in part for any reason; traffic congestions on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Promotion. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user’s own risk. Sponsor and the Promotion Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Promotion, use of the Web Site or the download of any information from the Web Site. By participating in the Promotion, the entrant agrees to resolve any dispute individually, without resort to any class action. By accepting a prize in the Promotion, Winners agree that the Sponsor and Promotion Parties shall not be liable for any loss or injury resulting from participation in the Promotion or acceptance or use of any prize. Except where prohibited by law, by accepting prize, Winner grants permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

BY PARTICIPATING IN THE PROMOTION, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, THE PROMOTION PARTIES FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROMOTION PARTIES’ LIABILITY WILL BE

LIMITED TO THE COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL SPONSOR, THE PROMOTION PARTIES OR FACEBOOK BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

8. WINNER LIST/RULES REQUEST: A list of Winners and additional copies of the Official Rules may be obtained by sending a self-addressed stamped envelope (except where not required by applicable law) to: KUMD 103.3 FM at Sponsor's address below.

SPONSOR: KUMD 103.3 FM, 130 Humanities, 1201 Ordean Court, Duluth, Minnesota 55812

10796362v1