

KKDA-FM K104 Beast of the Week

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility. Subject to the additional restrictions below, the K104 Beast of the Week Contest anyone residing in the Dallas/Fort Worth area and 12 counties in the Dallas/Fort Worth metropolitan area, (the Territory) who is a 9th-12th grade varsity level high school, private/public charter school athletes located in the Territory. The Contest is conducted by KKDA Service Broadcasting, LLC and KKDA-FM ("Sponsor").

Limit: Only one (1) Beast of the Week chosen per school per sport.

2. How to Enter. Eligible entrants should go to www.myk104.com and designate an outstanding varsity club athlete in the Territory that meets the below qualifications to be a "Beast of the Week". During the entry windows set forth on attached Exhibit A, the Contest will begin at 12:01 a.m. Central Time ("CST") on August 21, 2023, and end at 8:00 a.m. CST on November 4, 2023 (the "Contest Period").

K104 (KKDA-FM, the "Station") will announce a Beast of the Week each week during the Contest Period during the Cat Daddy Show.

To be declared a winner for the Beast of the Week Contest: (a) Winner must be a 9th-12th grade varsity sports athlete and meet eligibility under the U.I.L. & T.A.P.P.S. guidelines; (b) Winner must attend a local DFW & surrounding counties high school, private or public charter school in the Territory; (c) Winner must comply with all other terms and conditions of these Official Rules and any other rules announced on air.

4. Selection and Odds. The Beast of the Week will be chosen by a panel of judges chosen by Sponsor. Each Beast of the Week and the related school's athletic department will be notified at the time he or she is identified. The maximum number of winners is 20. Odds of winning depend on the number of eligible entries submitted and the qualifications chosen by the judges.

5. Prize Description.

"Beast of the Week Game Ball/prize". The athletic department of the Beast of the Week's school will be awarded a \$1,000 donation. The \$1,000 donation will be made payable by Witherite Law Group. The donation will NOT be made out to and no payment is made to the Beast of the Week athlete.

Sponsor is not responsible for any prize check(s) lost in the mail. Replacement checks may be issued upon request at the Sponsor's discretion.

Limit: (1) winner per school, per sport during the Contest Period.

6. Winner School Acceptance.

Potential winning athletic department and school may be required to complete a publicity release accepting to be on air, check presentation at school.

7. The Beast of the Week Contest is subject to The General Rules on Exhibit B. Sponsor can be contacted at 972-647-5000.

Exhibit A

TO DESIGNATE a Beast of the Week, entries must be submitted during the open windows below for the designated weeks during the Contest Period.

WEEK	DATE WINDOW OPENS EVERY THURSDAY AT 9 P.M. C.S.T.	DATE WINDOW CLOSES EVERY SATURDAY AT 11:59 P.M. C.S.T.	DATE WINNER IS ANNOUNCED EVERY THURSDAY DURING 7P.M. – 11 P.M. C.S.T.
1	8/24/23	8/26/23	8/31/23
2	8/31/23	9/2/23	9/7/23
3	9/7/23	9/9/23	9/14/23
4	9/14/23	9/16/23	9/21/23
5	9/21/23	9/23/23	9/28/23
6	9/28/23	9/30/23	10/5/23
7	10/5/23	10/7/23	10/12/23
8	10/12/23	10/14/23	10/19/23
9	10/19/23	10/21/28	10/26/23
10	10/26/23	10/28/23	11/2/23
11	11/2/23	11/4/23	11/9/23

Exhibit B

GENERAL CONDITIONS:

1. Winners are responsible for payment of all applicable taxes associated with the receipt of the prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state and local laws and regulations.
4. Odds of winning depend upon the number of eligible entrants participating during the Contest Period.
5. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Contest, each participant agrees to comply with the Official Rules and the decisions of Station management which shall be final and binding in all aspects relating to the Contest.
6. All Contest winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, the Company, KDC, LLC, KDC Covered Parties, any other Contest parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Contest participation or the acceptance, possession or use / misuse of awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel. "KDC Covered Party or Parties" means KDC, any Entity or Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person, any Related or Affiliate entities (including, but not limited to 1800CarWreck, LLC, 1800MedWrecks, LLC, 1800TruckWreck, LLC, KDC, LLC, Crash Productions, LLC, Witherite Law Group, PLLC, LLC, WLG Atlanta LLC, WLG Chicago, LLC and any entity whether disclosed or not that is owned in whole or part by Amy K. Witherite).
7. The Station, KKDA-FM retain the right to disqualify any entrant if all Contest rules are not followed. Contest void if prohibited by law.
8. So long as no participant is materially adversely affected, the Station reserve the right to make changes in these Contest rules, which will become effective upon being announced on the air and / or posted online.
9. The Station, the Company, KDC, LLC, KDC Covered Parties, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any entrant to complete or

continue a telephone call, internet registration or text entry due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Contest. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.

10. By accepting the prize, the winner acknowledges that the Station, KDC, LLC, KDC Covered Parties and the Company have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
11. The Station, the Company, its subsidiaries, affiliates, KDC, LLC, KDC Covered Parties, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Contest, including; cancellation of the Contest as a result of the occurrence of events not within the control of the Station, the Company, its subsidiaries, affiliates, KDC, LLC, KDC Covered Parties, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event, such an act should occur, the Station may in their sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the prize originally awarded.
12. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Contest is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Contest entries, or any other causes beyond the Station and the Company's, control which, in the Station's and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Contest at their sole discretion.
13. Copies of Contest rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 2221 East Lamar, Ste. 400, Arlington, TX 76006.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant, Station and Company in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, USA, without regard to applicable principles of conflicts of law.