

DEDE IN THE MORNING/MAXWELL URBAN HANG SUITE CRUISE GIVEAWAY

OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Giveaway Description. The Giveaway begins on or about 12:01 a.m. Central Standard Time (“CST”) on September 28, 2023 and ends at 11:59 P.M. CST on October 27, 2023 (the “Giveaway Period”). By participating in the Giveaway, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Service Broadcasting Partners, LLC, dba K104FM (“Sponsor”).

Eligibility. The Giveaway is open only to persons who are (i) 18 years of age or older (or age of majority in their state) as of the date of entry, (ii) legal residents of, and physically located within the Texas counties of Dallas, Collin, Ellis, Wise, Hood, Parker, Kaufman, Johnson, Hunt, Delta, Tarrant, Denton, Rockwall and Somervell (the “Territory”), and (iii) not owners, directors, managers, officers or employees of Sponsor and its respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant, providing Prizes in connection with a Giveaway or performing services at the request of Sponsor, nor members of their respective immediate families (spouses, domestic partners, parents, siblings and children) or persons living in the same households (collectively, the “Promotion Entities”).

Void Where Prohibited by Law. The Giveaway is void where prohibited or restricted by law.

Entry Process.

To enter, each entrant must visit MyK104.com (the “Website”) during the Giveaway Period, follow the links and instructions for entry and complete the official entry form with the requested information. Each entrant must click “Submit Entry” to submit an entry form for the Giveaway. Entrants must accurately complete all required fields or the entry will be deemed incomplete and will not qualify.

All entries must be received by Sponsor by the end of the applicable Giveaway Period. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible. Use of any automated system to participate in the Giveaway is prohibited. Entries will not be acknowledged or returned and become the property of Sponsor. Sponsor shall have the right to use, assign, edit, modify or dispose of any entry and its content however it sees fit without approval of the entrant. The Promotion Entities are not responsible and shall have no liability for (i) entries from persons residing or located outside the Territory, or (ii) inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, postage-due, misdirected, delayed or late entries, whether caused by Internet users or by any equipment or programming associated with the Giveaway or by any technical or human error which may occur in the delivery or processing of entries in the Giveaway.

By entering the Giveaway, each entrant agrees to receive mail, email, text communications from Sponsor. Entrants can opt out of such communications at any time.

Disqualification of Entrant. Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be (i) tampering with the entry process or the operation of the Giveaway; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Should such an attempt be made, Sponsor reserves the right, in addition to the right to the right to disqualify such entrant, to seek damages and other remedies from any such entrant to the fullest extent permitted by law.

Selection of Winners.

Winners will be selected on November 1, 2023 by random drawing held at Sponsor's business headquarters from all eligible submitted entries received during the Giveaway Period and will be announced on the DeDe in the Morning Show on November 1, 2023. The odds of winning depend upon the number of eligible entries received.

Prize. One (1) prize (the "Prize") will be awarded to the winner. The winner will receive a 5-day, 4-night Caribbean cruise on the Norwegian Pearl from February 10, 2023 to February 14, 2024. The Prize includes round-trip coach airfare from the closest commercial airport near the winner's residence for the winner and a guest to Miami/Ft. Lauderdale, Florida, ground transportation to and from the airports, deluxe double occupancy cabin accommodations on the Norwegian Pearl, a welcome gift, all meals, snacks and beverages (excluding alcoholic beverages), a Maxwell swag bag which includes among other items, an autograph Maxwell photo, and, if circumstances permit (as determined in the sole discretion of Sponsor), a Maxwell Meet and Greet. The approximate retail value of the Prize is \$15,000. The actual value of the Prize may vary based on point of departure and destination and seasonal airfare and cruise ship rate fluctuations. Any difference between the stated approximate retail value and actual value of Prize will not be awarded.

The winner and travel companion must travel together on the same itinerary. Gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified in these Official Rules are the sole responsibility of the winner. Accommodations are subject to capacity controls, availability, blackout dates and other travel restrictions. Travel for the trip awarded must take place on and/or within the designated dates. Alternative travel dates will not be provided. If the winner is unavailable for travel on the designated dates, the Prize may be forfeited and may be awarded to an alternate winner, at the sole discretion of Sponsor. Airline carrier and hotel regulations and conditions apply. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages and schedule or route changes. Sponsor shall not be responsible for any cancellations, flight delays, diversions or substitutions or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, Prize providers or any other persons providing any Prize-related services or accommodations. Any

changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. The winner and travel companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, Sponsor shall have no further responsibility for that portion of the Prize, and the Prize will be awarded without the inclusion of the item on the same itinerary. Sponsor is not responsible for late, lost, damaged or stolen luggage. If the trip requires traveling outside the United States, the winner must have a valid U.S. passport. If a winner does not have or is unable to obtain a passport within any time constraints related to the Prize, the winner may be disqualified and an alternate winner will be selected, in Sponsor's sole discretion.

All expenses incurred in connection with the entry or the award or use of a Prize not expressly specified in these Official Rules, including, but not limited to, taxes, spending money, gratuities, parking fees and other incidentals, are the sole responsibility of the winner. The Prize winner will be required to sign an Affidavit of Eligibility and a Liability Release and Publicity Release (the "Prize Claim Documents"), where legal. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prize is not redeemable for cash or transferable. No Prize substitution is allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded.

Notification of Winner(s). Sponsor will notify potential winners by email or by telephone. Sponsor is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use any Prize for any reason including, without limitation, the inability of a winner to travel at the dates and times designated by Sponsor. Sponsor may require proof of age, photo identification (valid driver's license or passport) and a valid taxpayer identification or social security number from a potential winner to claim the Prize. A potential winner may be required to provide Sponsor with proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. Disqualification and the selection of an alternate winner may result from any of the following: (i) failure of a potential winner to execute and return the Prize Claim Documents within three days from the date of notification; (ii) the return of any notification of a Prize as undeliverable; (iii) the potential winner's failure to claim the Prize within the required claim period; or (iv) any other non-compliance with these Official Rules. A winner will have **[Insert # of days]** days to claim and accept a Prize.

Announcements. Sponsor or any Promotion Entity reserves the right to make public announcements of the winners on Sponsor's Website or in any manner (including, without limitation, social media (e.g., Facebook®, Instagram®, Twitter®, You Tube®)), which it deems appropriate.

Social Media. If the entry process requires entrants to login to, or to create a free account with a third-party social media network, including, without limitation, Facebook, Twitter, Instagram, Snapchat, TikTok, LinkedIn, and/or any other third-party social media network now known or hereafter devised ("Social Media Networks"). Each entrant agrees to abide by any and all, if

any, requirements imposed by any Social Media Network used to promote or enter into a Giveaway. Such Social Media Network site operators are not sponsors, endorsers and/or administrators of any Giveaway, and are not affiliated with Sponsor or any Station in any way. Sponsor cannot control certain factors relating to such Social Media Networks, including, without limitation, errors, cancellation or user accounts, and/or technical malfunctions that may affect any entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular Giveaway. Sponsor reserves the right, at any time and for any reason or for no reason, to disassociate any person from its Social Media Network page/following by any means then technically available to it (e.g., "blocking" a "fan" from liking Sponsor's Facebook page, etc.).

Taxes. All income, sales, use, withholding and other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with acceptance and use of a Prize are solely the winner's responsibility. It is the winner's responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a Prize. Winners may be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of a Prize.

Compliance with Requirements of Sponsor and Third Parties. The winner and any guest, if applicable, must comply with any and all COVID-19 vaccination, screening, testing, safety and related requirements imposed or required (if applicable) by Sponsor, the venue event promoter, Promotion Entities, travel providers, hotels, governmental authorities or others in connection with the receipt, use, and redemption of the Prize. Refusal to comply with all applicable COVID-19 requirements will result in forfeiture of the Prize and no replacement or alternate Prize will be provided. All cancellations of any event related to a Prize are deemed beyond the control of Sponsor and its Promotion Entities, but is not limited to, event cancellations due to any pandemic or epidemic constituting a public health emergency, including those subject to government mandated quarantines, travel restrictions, or stay-at-home orders. Sponsor and/or its Promotion Entities shall in no way be responsible under any circumstances whatsoever for replacing, and/or for reimbursing any winner with any form of compensation for any Prize or portion thereof forfeited due to the refusal or failure of the winner and/or their guest to comply with all applicable COVID-19 requirements and/or the cancellation of any event, nor will any alternate Prize be provided.

Conditions. Each entrant, by entering the Giveaway, agrees that: (i) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (ii) the Promotion Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND.

Use of Information. By entering the Giveaway, each entrant consents to and gives Sponsor and its affiliates and any other party authorized by Sponsor, the unrestricted, absolute, perpetual, worldwide right and license, but not the obligation, (i) to use entrant's name, address, photograph, likeness, voice, biographical and personal background information and statements, entry and related Content and any notes, photograph, film or video or audio tape that may be taken of the entrant or of such materials (the foregoing, collectively, the "Likeness"), without

further compensation, consideration, review, approval or notice to the entrant or to any third party, and (ii) to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations and graphics and video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, but not limited to, any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any of Sponsor's (or its designee's) advertising, publicity, trade, sweepstakes, giveaway or contests activities or materials (the "Promotional Materials") for an unlimited number of times, except where prohibited by law. Each entrant waives any right to inspect or approve any Promotional Materials including or accompanying the Likeness. Each entrant further releases Sponsor from any liability or obligation that may arise as a result of the use of the Likeness, including, without limitation, claims for invasion of privacy, infringement of his or her right of publicity, and defamation (including libel and slander). Each entrant understands that the entire compensation for use of the Likeness is entry in the Giveaway, and each entrant waives any right to residual income, royalties and any other income payment or any other benefit, which might otherwise accrue from the use of the Likeness.

Right to Cancel. Sponsor reserves the right to cancel or modify the Giveaway (i) in the event the Giveaway is challenged by any legal or regulatory authority, (ii) if fraud, technical failure or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Giveaway, as determined by Sponsor in its sole discretion, or (iii) if the Giveaway is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Sponsor's control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Giveaway. In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the winners will be determined solely by Sponsor in a random drawing among all eligible, non-suspect or non-disqualified entries received prior to the termination or cancellation. In such event, the Promotion Entities shall have no liability to any entrant who is disqualified due to such action.

Limitations. Sponsor and the Promotion Entities expressly disclaim any liability from the use of entry information by Sponsor, the Promotion Entities or third parties. Neither Sponsor nor the Promotion Entities are responsible for (i) interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, cellular towers or equipment, computer systems or equipment or other connections, availability or accessibility problems; (ii) failed, jumbled, delayed or misdirected computer, telephone or cable transmissions; (iii) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in the offering or announcement of any Prize or in any Prize notification documents; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information; (v) viruses or bugs; or (vi) problems or malfunctions of any computer system, equipment or software, the failure of e-mail on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including, injury or damage to an entrant's or to any other person's computer system or cellular phone related to or resulting from accessing the Website,

downloading any materials or information necessary to participate in the Giveaway or participating in the Giveaway or accepting a Prize.

Amendment. Sponsor reserves the right to modify these Official Rules.

Privacy. Entry information may be shared with Sponsor's Promotion Entities. Except as expressly provided in these Official Rules, any information collected from the Giveaway shall be used in accordance with Sponsor's Privacy Policy, located at the Website. By participating in the Giveaway, each entrant agrees that Sponsor may collect and use an entrant's personal information submitted with the entry, and acknowledges that the entrant has read and accepted Sponsor's Privacy Policy which provides, without limitation, certain information about how Sponsor collects, uses and shares personal information and the rights an entrant may have regarding an entrant's personal information.

Indemnity/Release. Each entrant indemnifies and holds harmless Sponsor and the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability for any damage, liability or loss of any kind or nature to persons, including death or property, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Giveaway or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prize-related activity. Each entrant releases Sponsor, the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages arising out of participation in the Giveaway, Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will an entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any entrant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Giveaway or the Prizes shall be resolved individually, without resort to any form of class action. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

Force Majeure. Neither Sponsor nor the Promotion Entities are responsible or liable to any entrant or winner or any person claiming through such entrant or winner for the inability to enter or participate in the Giveaway, or for failure to supply or the inability to accept or use the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's or the Promotion Entities' control.

Severability. If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

Governing Law/Jurisdiction. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH ANY GIVEAWAY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN TARRANT COUNTY, TEXAS.

Winner's List. Any legally-required winners list may be obtained by sending a self-addressed, stamped envelope to KKDA Service Broadcasting, LLC, 2221 E. Lamar Blvd., Suite 300, Arlington, Texas 76006 and referring to the Giveaway. For a copy of Official Rules, (i) print the web page, or (ii) send a self-addressed, stamped envelope to KKDA Service Broadcasting, LLC, 2221 E. Lamar Blvd., Suite 400, Arlington, Texas 76006 and refer to the Giveaway.

Sponsor. KKDA Service Broadcasting, LLC, 2221 E. Lamar Blvd., Suite 400, Arlington, Texas 76006.

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