DEDE'S THOUSAND DOLLAR MINUTE GAMESEE OFFICIAL RULES

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

<u>Game Description</u>. By participating in the DeDe's Thousand Dollar Minute Game (the "Game,") each contestant accepts and agrees to comply with and abide by these Official Rules and the decisions of KKDA Service Broadcasting, LLC dba K104FM ("Sponsor").

<u>Participating Stations</u>. This Game is being aired by participating stations ("Participating Stations") located in various states and their respective time zones. Participating Stations may include Sponsor and those stations noted at http://www.dedemakesmelaugh.com/wp-content/uploads/2024/01/DeDe-Affiliate-Lineup-01.03.24-1.xlsx. Each Participating Station may not amend these Official Rules or opt out of a play time.

<u>Promotion Period</u>. The Game begins on or about 12:01 a.m. Central Standard Time ("CST") on January 23, 2024 and ends at 11:59 P.M. CST on December 31, 2024 (the "Promotion Period").

Eligibility. The Game 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 50 United States and the District of Columbia (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 or who provides Prizes for or performs 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").

<u>Void Where Prohibited by Law.</u> The Game is void where prohibited or restricted by law.

Entry Process.

Throughout the Promotion Period, contestants can enter on-line at www.myk104.com or can call in when prompted on air to 1-833-TALK2DD (825-5233). All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. 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. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

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 contestant. 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 Game or by any technical or human error which may occur in the delivery or processing of entries in the Game.

Game and Prizes.

Two contestants will be chosen between 5:00 am to 10:00 am Central Standard Time each weekday of the Promotion Period. Chosen contestants will be given a series of 10 questions to answer in 60 seconds. Each chosen contestant will receive a minimum of \$50 for being chosen. If the contestant answers 6, 7, 8 or 9 questions correctly in the required time frame, they will get \$60, \$70, \$80 or \$90, respectively, based on the number of correct answers. If a chosen contestant answers all 10 questions correctly in the required time frame, he or she will win \$1,000 (the "Prizes"). The total potential value of Prizes to be awarded during the Promotion Period is \$104,000, but the actual amount awarded will be determined by the number of questions answered correctly by the respective contestant1s.

All details and other restrictions of Prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prizes are not redeemable for cash or transferable. No Prize substitutions are 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.

Disqualification of Contestant. Should Sponsor, determine, in its sole discretion, that any contestant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such contestant. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of the Website; (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 contestant, to seek damages and other remedies from any such contestant to the fullest extent permitted by law.

Notification of Winner. Sponsor will attempt to notify winners at the time of the call. Sponsor is not responsible and shall have no liability for any inability of the winner to accept or use any Prize for any reason. 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 non-compliance with these Official Rules. Any portion of a Prize not accepted by a winner will be forfeited.

Announcements. Sponsor or any Promotional Entity reserves the right to make public announcement of the winners on Sponsor's Website or in any manner (including, without

limitation, social media (e.g., Facebook®, Instagram®, X, You Tube®)), which it deems appropriate.

Social Media: If the entry process for any promotion requires contestants to login to, or to create a free account with a third-party social media network, including, without limitation, Facebook, X, Instagram, Snapchat, TikTok, LinkedIn, and/or any other third-party social media network now known or hereafter devised ("Social Media Network(s)"), each contestant agrees to abide by any and all, if any, requirements imposed by any Social Media Network used to promote or enter into a promotion. Such Social Media Network site operators are not sponsors, endorsers and/or administrators of any promotion, 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 contestant's ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular promotion. 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 the Sponsor's Facebook page, etc.).

<u>Taxes</u>. 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: Winner(s) and any guest(s), 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.

<u>Conditions</u>. Each contestant, by entering the Game, 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 Game, each contestant 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 contestant'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 contestant or of such materials (the foregoing, collectively, the "Likeness"), without further compensation, consideration, review, approval or notice to the contestant 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 "Promotion Materials") for an unlimited number of times, except where prohibited Each contestant waives any right to inspect or approve any Promotion Materials including or accompanying the Likeness. Each contestant 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 contestant understands that the entire compensation for use of the Likeness is entry in the Game, and each contestant 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 Game (i) in the event the Game 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 Game, as determined by Sponsor in its sole discretion, or (iii) if the Game 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 Game. 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 contestant 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 a contestant'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 Game or participating in the Game or accepting a Prize.

<u>Amendment</u>. Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Game or as required by law.

<u>Privacy</u>. Entry information may be shared with Sponsor's Promotion Entities. Except as expressly provided in these Official Rules, any information collected from the Game shall be used in accordance with Sponsor's Privacy Policy, located at https://www.dedemakesmelaugh.com/wp-content/uploads/2024/01/DEDEMAKESMELAUGH-TERMS-OF-USE-1.pdf. By participating in the Game, each contestant agrees that Sponsor may collect and use a contestant's personal information submitted with the entry, and acknowledges that the contestant 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 a contestant may have regarding a contestant's personal information.

Indemnity/Release. Each contestant 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 Game or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prize-related activity. Each contestant 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 Game, 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 a contestant be permitted to obtain awards for, and each contestant 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 contestant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Game 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 contestant or winner or any person claiming through such contestant or winner for the inability to enter or participate in the Game, 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.

<u>Severability</u>. 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 CONTESTANTS OR SPONSOR IN CONNECTION WITH THE GAME 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.

<u>Winner's List.</u> Any legally-required winners list may be obtained after by sending a self-addressed, stamped envelope to: "DeDe's Thousand Dollar Minute Game, KKDA Service Broadcasting, LLC, 2221 E. Lamar Blvd., Suite 440, Arlington, Texas 76006. For a copy of the Official Rules, (i) please visit Website, or (ii) send a self-addressed, stamped envelope to: "DeDe's Thousand Dollar Minute Game", c/o KKDA Service Broadcasting, LLC, 2221 E. Lamar Blvd., Suite 400, Arlington, Texas 76006. Requests received after the close of the Promotion Period will not be honored. Any questions should be directed to Sponsor at (972) 647-5000 or <u>prizes@dedemakesmelaugh.com</u>.

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

TM & © 2024, KKDA Service Broadcasting, LLC. All Rights Reserved.