

## **THE PLASTIC PLAYOFF PROMOTION OFFICIAL RULES**

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

Promotion Description. The Promotion begins on or about 12:01 a.m. Central Standard Time (“CST”) on December 26, 2023 and ends at 11:59 P.M. CST on February 2, 2024 (the “Promotion Period”). By participating in the Promotion, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Service Broadcasting Partners, LLC dba K104FM.

Eligibility. The Promotion 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, or 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”).

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

Entry Process.

Online Entry: To enter online, each entrant must visit the website, <http://www.myK104.com> (the “Website”) during the Promotion Period, follow the links and instructions for entry and complete the official entry form with the requested information.

All entries must be received by Sponsor by the end of the Promotion Period. 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 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 Promotion or by any technical or human error which may occur in the delivery or processing of entries in the Promotion. By entering the Promotion, each entrant agrees to receive mail, email and 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 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 entrant, to seek damages and other remedies from any such entrant to the fullest extent permitted by law.

Random Drawing. Winners will be selected in each of the random drawings held between 7:50 am and 7:50 pm at Sponsor's business headquarters on Friday, January 5, 2024, Friday, January 12, 2024, January 19, 2024 and Friday January 26, 2024 (the "Drawing Dates") from all eligible submitted entries received during the Promotion Period. Two winners will be selected on each Drawing Date. The odds of winning depend upon the number of eligible entries received.

Prizes. Each of the winners selected on a Drawing Date will receive \$1,000 (the "Prizes"). The total combined value of all Prizes is \$8,000. The Prizes are provided by KDC, LLC for the benefit of WLG Chicago, LLC ("Witherite Law Group"). Payment of each Prize will be by check sent by mail or picked up at the offices of Witherite Law Group or by ACH. The notification of the winner will be recorded or aired live, at Sponsor's option, and may include a congratulatory call from Amy Witherite.

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, are the sole responsibility of the winner. 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.

Notification of Winner. Sponsor will attempt to notify potential winners of the selection date by email or telephone call through the contact information on the entry form. 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. 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) the return of any notification of a Prize as undeliverable; (ii) the potential winner's failure to claim the Prize; or (iii) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by a winner will be forfeited.

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®, X, You Tube®)), which it deems appropriate.

Social Media. If the entry process for any promotion requires entrants 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 entrant 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 entrant’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 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. 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.

Conditions. Each entrant, by entering the Promotion, 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 Promotion, 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 Promotion, 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 Promotion (i) in the event the Promotion 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 Promotion, as determined by Sponsor in its sole discretion, or (iii) if the Promotion 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 Promotion. 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 Promotion or participating in the Promotion or accepting a Prize.

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

Privacy. Entry information may be shared with Sponsor's Promotion Entities. Except as expressly provided in these Official Rules, any information collected from the Promotion shall be used in accordance with Sponsor's Privacy Policy, located at <http://www.myK104.com>. By participating in the Promotion, 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, the Promotion Entities, Witherite Law Group (and its affiliates, including, but not limited to, 1800CarWreck, LLC, 1800MedWrecks, LLC, 1800TruckWreck, LLC, Crash Productions, LLC, WLG Atlanta, LLC, WLG Chicago, LLC and any entity that is owned in whole or in part by Amy K. Witherite) 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 Promotion 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 Promotion, 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 Promotion 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 Promotion, 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 THE PROMOTION 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 after January 26, 2024 and no later than February 26, 2024 by sending a self-addressed, stamped envelope to: Plastic Playoff Promotion, c/o Service Broadcasting Partners, LLC, 2221 E. Lamar Blvd., Suite 400, Arlington, Texas 76006. For a copy of the Official Rules, (i) visit the Website, or (ii) send a self-addressed, stamped envelope to: Plastic Playoff Promotion, c/o Service Broadcasting Partners, LLC, 2221 E. Lamar Blvd., Suite 400, Arlington, Texas 76006. Requests received after the close of the Promotion Period will not be honored.

Prize Provider: KDC, LLC for the benefit of WLG Chicago, LLC.

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

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