

## Kidd Kraddick in the Morning's "The Most Annoying Xbox Contest Ever!" Contest

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.**

YEA Networks, its subsidiaries and affiliated companies (together, the "Company"), will conduct the Kidd Kraddick in the Morning's "The Most Annoying Xbox Contest Ever!" (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

#### Description of Contest/Participation.

1. **DATES OF CONTEST:** "The Most Annoying Xbox Contest Ever!" Entries will be accepted from December 13 – December 18, 2013 at Noon CT (the "Entry Period"). Contest will run from December 19, 2013 (the "Contest Period"). Winners will be announced on or around December 19, 2013.

2. **HOW TO PLAY:** Kidd Kraddick in the Morning will ask listeners to submit entries for the "The Most Annoying Xbox Contest Ever!" (the "Contest") on Kiddnation.com. (5) Five participants will be randomly selected from all eligible entries. Each participant must sing the assigned Christmas song for the duration of the contest as determined by the Company (approx. 3 hours). Contestants are allowed to read the lyrics and are not required to memorize them. A participant will be disqualified from the Grand Prize and awarded a Runner-Up Prize if any of the following occurs:

- The contestant sings a wrong lyric
- The contestant is not singing for a period of 1 second
- The contestant's phone is disconnected or inaudible (through no fault of The Company)

The Grand Prize winner will be the contestant that remains after all others are disqualified. If after the designated period of time, more than one contestant remains, a tiebreaker will determine the Grand Prize winner. Kidd Kraddick in the Morning hosts will ask each contestant to finish the lyrics to popular Christmas songs. If a contestant gives an incorrect lyric, they are eliminated, unless all other contestants miss the same lyric question. This contest shall continue until only one contestant remains and is declared the winner.

3. **PRIZES:** "The Most Annoying Xbox Contest Ever!" contest Grand Prize will be awarded to the winner of The Contest, under the discretion of the Kidd Kraddick in the Morning show and staff. Grand Prize: (1) One "Xbox One" video game console. **ARV: \$500.** Runner-Up Prize: (4) Four prizes of \$100 cash. **ARV: \$100.** Prizes are being provided by YEA Networks and will be awarded pending verification of eligibility. Prizes are non-transferable; no substitutions are permitted. All prizes must be redeemed from the Kidd Kraddick in the Morning Business Office, and the winner must execute and return any required affidavit of eligibility and/or liability/publicity release within 10 business days of being notified or prize will be forfeited. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. All prizes or prize certificates will be mailed to the winner upon verification of eligibility. Winner assumes

the risk of its loss. The Company is not responsible for the safe arrival of a prize or prize certificate but will issue another check (minus the check cancellation fees) if check is cancellable and the Company is notified by winner within 30 days that they did not receive their prize.

4. All contestants must be legal residents of the 48 contiguous United States and DC (except New York) who are eighteen (18) years of age or older. Employees of the Show, its licensee, YEA Networks, radio stations that air the Show, their respective parent, subsidiary, and affiliated entities, their advertising and promotional agencies, participating sponsors, other radio stations in the listening area and the members of their immediate families are ineligible to participate or win. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren and any other person residing within the same household.

5. No more than one (1) winner per household within a 30-day period. Anyone who won a prize in the last 30 days is not eligible to participate until the 30-day waiting period is over.

6. By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use.

7. Consumer Created Content. If the entry for the Contest requires creative material from the participant/entrant, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the company and the station a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

8. Winners are responsible for all federal, state and local taxes in conjunction with said prize(s). Any additional costs related to each prize incurred, as a result of accepting said prize is solely the responsibility of the winner. ALL winners will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more. All winners will receive a 1099 IRS Tax form for the value of the Grand Prize as stated in these contest rules.

9. All decisions of the Company are final.

10. The Company reserves the right to amend the rules at any time.

11. The Company is not responsible for any lost, disconnected, dropped, misdirected or incomplete telephone calls. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems or delays. The Company disclaims all liability for the

inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or telephone related to or resulting from participating in or downloading any information necessary to participate in the Contest.

12. The re-sale or auction of the Show's complimentary prizes will result in disqualification for all future Show contests or promotions.

13. The Company is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize.

14. By participating in Contest and/or accepting a prize, each winner releases the Show, its licensee, YEA Network, radio stations that air the Show, their respective parent, subsidiary, and affiliated entities, agents, employees, officers, shareholders, suppliers and retailers and their advertising, contest and production companies and agencies from any and all liability for any loss, harm, damages, cost or expense, including without limitation property damage, personal injury and/or death, arising out of playing the Contest or the acceptance, ownership or use of prizes. In order to receive a prize, participants must sign an official waiver form provided by the Company.

15. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means (i.e. "inside information," spamming, etc.) will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. The Company further reserves the right to cancel, terminate, suspend, or modify the Contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized interventions or technical failures of any sort. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.

16. The Company reserves the right to change or discontinue the contest at any time and/or to extend the end date. If the contest is changed or discontinued, the Company assumes no liability of any kind to any player who has participated in the contest. Any changes to the contest rules will be announced on the Show and posted on the Show's website at [www.kiddnation.com](http://www.kiddnation.com) within a reasonable time prior to taking effect. The Company reserves the right in its sole discretion to modify the contest rules and dates

at any time for any reason. Material modifications shall be announced on-air, when practical. By participating in this contest, you agree to be bound by these contest rules, any modifications thereof, and by all other rules imposed by Company management. If due to circumstances beyond the control of Company, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Company reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

17. These rules are in addition to, and complement, any rules said or posted that govern contests on the Show. In the event of any discrepancy between these rules and the Company's General Contest Rules as posted or otherwise disseminated, these rules shall supersede.

18. The rules, rights or regulations set forth by the Show for its contests will apply to any Show contest winner, including any winner of the "The Most Annoying Xbox Contest Ever!" contest, and they may be subject to change without notice. Kidd Kraddick in the Morning contest rules may be viewed on the Internet at [www.kiddnation.com](http://www.kiddnation.com). The list of winners will be posted online when complete.

19. No purchase necessary. Void where prohibited. Sponsor: YEA Networks, 220 East Las Colinas Blvd., Suite C-210, Irving, TX 75039 Phone Number: 972-432-9094