

## The Kidd Kraddick Morning Show's "Recess Redo" Contest – Sponsored by Play & Park Structures

### Official Rules (the "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.**

PlayCore Wisconsin Inc./Play & Park Structures (the "Sponsor"), and YEA Networks, LLC and its subsidiaries and affiliated companies (collectively, the "Companies"), will conduct the "Recess Redo" (the "Contest") substantially as described in these Rules, and by participating, each Participant (as defined below) agrees as follows:

1. DATES OF CONTEST: "Recess Redo" contest will run approximately from May 22, 2023 – June 28, 2023.
2. HOW TO PLAY: From May 22, 2023 – June 15, 2023, employees and representatives of public elementary schools in the Kidd Kraddick Morning Show (the "Show") listening area (the "Participant(s)") may complete an application at [KiddNation.com](http://KiddNation.com) at the following link: [ ]. Each Participant must have permission from the appropriate administrators, district, authorized personnel etc., to apply on behalf of their respective school.
3. HOW TO WIN: On or around June 16, 2023, judges selected by the Sponsor and/or Companies will select 10 finalists from the Participants. Finalists will be announced on or around June 20, 2023 and posted on [KiddNation.com](http://KiddNation.com) for public voting. Judges' decisions are final. Public voting will commence after the announcement and continue until June 28, 2023 at 5pm CT. There will be a limit of one vote, per person, per 24-hour period. The winner of the Contest (the "Grand Prize Winner") will be the school that collects the highest number of votes during the entire voting period. Grand Prize Winner will be announced on the Show on or around June 29, 2023. **Each Participant acknowledges and agrees that by participating in the Contest, Participant is not guaranteed to win any prize.** Chances of winning the Grand Prize (defined below) depend on the total number of Participants. In any case, Sponsor and the Companies do not make any representation or warranty regarding any Participants' chances of winning the Grand Prize.
4. GRAND PRIZE: Subject to the terms set forth in these Rules, one (1) Grand Prize Winner shall win the Grand Prize which consists of one (1) playground structure donated by Sponsor (up to \$100,000 value) (the "Grand Prize").
5. PRIZE CONDITIONS: All costs, taxes, fees, and expenses associated with the Grand Prize or the acceptance and use of any element of the Grand Prize not specifically addressed above are the sole responsibility of the Grand Prize Winner. All federal, state, and local taxes on the Grand Prize are Grand Prize Winner's responsibility. The Grand Prize Winner's organization will be issued a 1099 tax form for the actual retail value of the Grand Prize. The specifics of all elements of the Grand Prize in the contest shall be solely determined by Sponsor. Some restrictions may apply. The Grand Prize cannot be transferred, substituted, or redeemed for cash except at Sponsor's sole discretion. The Sponsor reserves the right to substitute the Grand Prize, or portions thereof, with a prize of comparable or greater value, at its sole discretion. The Grand Prize is subject only to Sponsor's limited manufacturer's warranties located at <http://www.playandparkstructures.com>. OTHER THAN SUCH EXPRESS, WRITTEN LIMITED WARRANTIES PROVIDED BY SPONSOR, SPONSOR AND THE COMPANIES, ON EACH OF THEIR OWN BEHALF AND ON BEHALF OF THEIR AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE GRAND PRIZE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. Without limitation to the foregoing, the Sponsor and the Companies provide no warranty or undertaking, and make no representation of any kind that the Grand Prize will meet the Grand Prize Winner's requirements, achieve any intended results, be compatible or work with any other services, operate without disruption, meet any performance or reliability standards or be error free or that any errors or defects can or will

be corrected. Some jurisdictions do not allow certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to the Grand Prize Winner. Except for the foregoing, the exclusions and limitations set forth in this Section 5 shall be applied to the fullest extent enforceable under applicable law. **The Grand Prize DOES NOT include possible required surfacing preparation for the installation of the prize. The Grand Prize Winner will be responsible for this amount (approximately: \$22,000).** Subject to these Rules, in the event that the Grand Prize is not compatible with the Grand Prize Winner's designated space, a different structure may be substituted (having a comparable value) at the Sponsor's sole discretion.

6. **ELIGIBILITY:** The Grand Prize is being provided by Sponsor and will be awarded pending verification of eligibility. The Grand Prize Winner must execute and return any required affidavit of eligibility and/or liability/publicity release within 10 business days of being notified or the Grand Prize will be forfeited. If the Grand Prize Winner cannot be contacted or is disqualified for any reason, the Sponsor and the Companies reserve the right to determine an alternate winner or to not award the Grand Prize, in their sole discretion. The Grand Prize will be shipped to the Grand Prize Winner upon verification of eligibility. Grand Prize Winner assumes the risk of its loss. The Companies are not responsible for the safe arrival of the Grand Prize.

All Participants must be legal residents of the 48 contiguous United States and DC (except New York and Florida) who are eighteen (18) years of age or older. Employees of Sponsor, the Show, the Companies and their respective licensee(s), 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.

7. **PUBLICITY LICENSE:** By participating, where allowed by law, all participants and winner(s) grant the Sponsor and the Companies exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of the Contest and other contests, and waive any claims to royalty, right, or remuneration for such use.

8. **CONSUMER-CREATED CONTENT:** If the entry for the Contest requires creative material from the Participant, by submitting their entry: (1) each Participant agrees that their disclosure is gratuitous, unsolicited and without restriction and will not place the Companies or Sponsor under any fiduciary or other obligation, that the Companies and Sponsor are free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the Participant; (2) each Participant acknowledges that, by acceptance of their submission, the Sponsor and Companies do not waive any rights to use similar or related ideas previously known to any of the Companies or the Sponsor, or developed by their employees, or obtained from sources other than the Participants; (3) each Participant is verifying that they are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) each Participant is hereby granting the Companies and the radio 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.

9. **DECISIONS ARE FINAL:** All decisions of the Sponsor and the Companies are final. Each of the Sponsor and the Companies reserve the right to amend these Rules at any time.

10. **NO LIABILITY FOR ENTRY ERRORS:** Neither the Sponsor nor any Company is 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 Sponsor and the Companies expressly disclaim 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 Companies' control, or otherwise. For the Contest, the Sponsor and the Companies expressly disclaim all liability for any delays,

mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Companies are 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 Participant's ability to participate in the Contest, and any injury or damage to Participant'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. Neither the Sponsor nor the Companies are responsible for typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of the Grand Prize.

**11. NO RESALE: The re-sale or auction of the Grand Prize will result in the Grand Prize Winner's disqualification from all future Show contests or promotions.**

12. RELEASE: BY PARTICIPATING IN THE CONTEST AND/OR ACCEPTING THE GRAND PRIZE, THE GRAND PRIZE WINNER RELEASES SPONSOR, THE COMPANIES, THE SHOW, THEIR RESPECTIVE LICENSEES, 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 THE GRAND PRIZE. IN ORDER TO RECEIVE THE GRAND PRIZE, PARTICIPANTS MUST SIGN AN OFFICIAL WAIVER FORM PROVIDED BY SPONSOR AND THE COMPANIES.

13. OTHER RULES: By participating in the Contest, Participants agree to be bound by the decisions of the Companies' personnel. Persons who violate these Rules, gain unfair advantage in participating in the Contest, or obtain Grand Winner status using fraudulent means (i.e. "inside information," spamming, etc.) will be disqualified. Unsportsmanlike, disruptive, annoying, harassing, or threatening behavior is prohibited. The Sponsor and the Companies will solely interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules or the Contest and such decisions concerning any 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 Sponsor or the Companies, the Sponsor and the Companies reserve the right to terminate this Contest, or make such other decisions regarding the outcome as the Sponsor or the Companies deem appropriate. The Sponsor and the Companies further reserve 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 Sponsor and the Companies and are final. The Companies may waive any of these Rules in their sole discretion.

14. AMENDMENTS: The Sponsor and the Companies each 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, neither the Sponsor nor the Companies assume any liability of any kind to any Participant who has participated in the Contest. The Sponsor and the Companies reserve the right in their sole discretion to modify the Rules and dates at any time for any reason. Material modifications shall be announced on-air, when practical. By participating in this Contest, each Participant agrees to be bound by these Rules, any modifications thereof, and by all other rules imposed by Sponsor or Companies' management. If due to circumstances beyond the control of Sponsor or Companies, any event associated with this Contest or the Grand Prize is delayed, rescheduled, postponed or cancelled, Sponsor and the Companies reserve the right, but not the obligation, to cancel or modify the Contest and shall not be required to award a substitute prize.

15. INDEMNIFICATION. Each Participant (the "Indemnifying Party") agrees to indemnify, hold harmless, and defend the Sponsor and the Companies and their successors and permitted assigns, and their directors, officers, agents, attorneys and employees, (collectively, the "Indemnified Party") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party

(collectively, "Losses"), relating to any claim arising out of or occurring in connection with the Grand Prize or the Contest, or the Indemnifying Party's negligence, willful misconduct, or material breach of these Rules.

16. LIMITATION OF LIABILITY: IN NO EVENT SHALL THE SPONSOR OR THE COMPANIES BE LIABLE UNDER OR IN CONNECTION WITH ANY RULES OR THE GRAND PRIZE OR THE CONTEST UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (C) LOSS OF GOODWILL OR REPUTATION, (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

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 Companies' general contest rules as posted or otherwise disseminated, these Rules shall apply.

18. The rules, rights or regulations set forth by the Show for its contests will apply to any Show Contest Grand Prize winner, including the Grand Prize Winner of the "Recess Redo" contest, and they may be subject to change without notice. The Show's Contest rules may be viewed on the Internet at [www.kiddnation.com](http://www.kiddnation.com) at the link provided. The Grand Prize Winner will be announced in accordance with these Rules.

19. No purchase necessary. Void where prohibited. Sponsor: Play & Park Structures, 544 Chestnut St, Chattanooga, TN 37402, Phone: 877-762-7563.