

Official Contest RULES

RED 94.5 Show Us Your Red Photo Gallery Contest

These contest rules are specific to the above contest conducted by NRG Media, LLC d/b/a KBBK-HD2 aka RED 94.5 (the "Station"). Except to the extent specifically set forth below with respect to this specific contest, the Station's general contest rules apply to this contest as well. A copy of these specific contest rules and the Station's general contest rules are available from the Station's studio at 4343 O Street, Lincoln, NE 68510, by request, and on the contest page on the Station's website at www.red945.com. To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.

Contest Dates: August 12 through September 2, 2024

How to Enter

No purchase is necessary to enter or win. The contest is open to listeners who are legal US residents at least 19 years old living within 50 miles of the Station's studios at the address above.

Entrants will be asked to upload a photo of themselves wearing the color RED to the online photo gallery. They may do so by using the form on red945.com, or by posting a photo to Instagram with @red945lincoln and #sexyyred945 tagged in the caption.

If RED 94.5 promotional staff determines photo to be inappropriate to share on red945.com, the photo will not be approved for posting to the gallery, but entries that meet all other eligibility requirements will still be included in the entry pool for the drawing.

Entrants will also be asked to provide their name, email address, telephone number, zip code and date of birth.

If there is a "minor" (a child or person under the age of 18) in this image, the entrant must certify that he or she is the parent or legal guardian of the minor (child or children) in the image. Any misrepresentation of ownership of the submitted image, or legal guardianship of the minor in the submitted image (if any), will be grounds for disqualification of the contest and potentially all future contests or promotions.

Photos will be posted on the contest page on the Station's website.

How to Win

All qualified entries from photo uploads will be combined into a photo gallery on red945.com.

On September 3, 2024, RED 94.5 staff will randomly select two entrants from all eligible entries to each receive the Prize.

Prizes:

- Two VIP LOGE tickets to SEXYY RED at Pinnacle Bank Arena on September 5, 2024.
(estimated \$400 value)

Total value of all prizes is estimated at \$800.

Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified.

By entering, listener expressly confirms the following:

Entrant represents and warrants that he/she is 19 years of age or older as of entry date.

Entrant represents and warrants that he/she own the rights to, or have obtained permission to use, the photo being submitted. Entrant represents and warrants that he/she consents to and authorizes Station to post the photo containing the image on Station's website or social network sites or use the photo in any other way Station sees fit.

Entrant consents, agrees and acknowledges that Station and contest sponsors and their respective affiliates, employees, agents may use for advertising and/or promotional purposes, entrant's name, image, photo submission, other entry materials and/or biographical information on radio, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation.

By submitting a photo, Entrant grants NRG Media and KBBK a perpetual, non-exclusive, worldwide, fully paid-up, royalty free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the photo and derivative works, whether or not the photo is selected as a winner, and entrant agrees to sign any documents requested by Station to evidence such license.

By submitting a photo in a Station contest, entrant agrees to indemnify Station should any representations and warranties made by entrant herein or in the applicable contest rules prove to be false or inaccurate.

Photo entry requirements

- Photos must be photos entrant's own photo, or Entrant must have permission to submit the photo.
- All persons in the photo have agreed to be in the photo and to have the photo posted on the Station's webpage as part of the contest.
- Photo entries must not contain or depict any registered trade/servicemark or other copyrighted material other than those owned or licensed by the entrants or the Station or a Contest Sponsor. Further, Station may, but is not obligated to pixelate/cover any trademarks, servicemarks, or copyrighted materials in Station's sole discretion.

Photo entries, as well as any comments that may be posted to any photo entries in this contest, must not contain or convey any content that the Station determines at its sole discretion, subjectively or otherwise, (i) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) to be racially, ethnically, or otherwise offensive or objectionable, (iii) to encourage unlawful behavior, (iv) to infringe upon the brand names, trade-marks, trade names, logos, or any other intellectual property that may belong to a third party, or (v) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. Station shall not be required to make the same determination based on the foregoing for every photo and may treat each photo entry differently, in its sole discretion, even if the problematic content is similar. Station may reject any entry in its sole discretion.

BY ENTERING THIS CONTEST AND SUBMITTING PHOTOGRAPH, THE ENTRANT IS REPRESENTING TO STATION THAT THE USE AND DISTRIBUTION OF SUCH PHOTOGRAPH WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS.

By entering this contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. Entrants waive any right to make any claim against Station or any contest sponsors with respect to any comments - disparaging or otherwise - made regarding such Entrant's entry.

Station and contest sponsors are not responsible for a contestant's inability to acquire transportation to a location to use or accept the prize, personal circumstances prohibiting participation in a contest or

other circumstances beyond their control. Winners may make no substitution or transfer of prize. Nothing in any contest is intended to create or imply any contractual, fiduciary or other rights for the contestant or obligations, except as expressly stated by Station.

Station acts as an agent only and does not control the various aspects of prize including but not limited to event, or lodging.

Entrant acknowledges and agrees that the contest rules are available to entrant, that entrant has had an opportunity to review the rules before entering this contest and the entrant agrees to be legally bound by the contest rules.

Official General Contest Rules for NRG Media, LLC radio stations (the “Station”)

Void where prohibited.

These General Contest Rules apply to all contests or promotions conducted by the Station, unless amended, modified or superseded by rules for specific contests, events or promotions. In the event any specific contest rule conflicts with any of the General Contest Rules provided here, the specific contest rules will control. Station reserves the right, in its sole discretion and without any resulting responsibility or liability, to cancel, modify or suspend any contest or to amend or modify these rules and regulations at any time for any reason. All changes to contest rules will be made available by Station as appropriate and in Station’s sole discretion.

By participating in a contest on Station, its website, mobile apps, social media pages or by other means of participation, entrants agree to the General Contest Rules given here and the specific rules, terms and conditions provided for that particular contest as stated, whether in place of or in additions to these rules.

HOW TO ENTER:

No purchase is necessary to enter. Purchase will not improve chances of winning. The contest or promotion will take place during the dates and times specified as announced on-air. Station may change the dates and/or terms of the contest without prior notice.

Depending on the contest, the Station will designate one or more methods of entering including, but not limited to the following:

a. Telephone Entry. Entrants may be asked to call in on a designated telephone line (the phone number will be given on the air) at a particular time or times. At the time that calls are solicited, the method for winning will be announced. Winners will be selected in accordance with the criteria announced when calls are solicited. The decision of the judges or station personnel will be final as to all matters, including (a) the order in which calls were received and (b) whether any answer required to be given is correct.

Listeners to Station’s over the air broadcast signal may have an advantage over listener’s to Station’s on-line audio stream (if any) because Station’s internet audio stream is slightly delayed from the broadcast signal.

If a winner is required to call-in when their name is announced on-air to win, only the actual person who entered can win and must be the person who calls in. Persons having the same name will be disqualified if not the actual entrant.

Station and sponsors are not responsible for the inability of caller to complete the call during the call-in portion of the contest whether due to telephone equipment malfunctions; disconnections; busy lines; faulty, misdirected, or misdialed telephone communications; or other circumstances. Only calls to the designated telephone number will be eligible to win.

b. Mail Entry. If a contest accepts mail (postal) entries, Station and its sponsors are not responsible for the late, misdirected, lost, misplaced, illegible, mutilated, tampered with, postage-due or incomplete entry forms for any reason, and such entries will be deemed invalid and disqualified. Entries must be received at the designated address by the announced deadline.

c. Internet Entry. In the event a contest accepts website, email, social media or other internet based entries, participants must accurately complete all required fields and information or entry will be deemed invalid and disqualified. Station and its sponsors shall have no liability for any electronic, computer, Internet, website or any other computer-related malfunctions, or service outages or delays caused by network congestion, viruses, sabotage, satellite failures, electrical or phone line outages, natural disasters, or acts of nature or man. Use of robotic, automatic, programmed or similar entry or voting modes is prohibited and will be void. In case of an identity dispute, the registered user of the email account on the date of entry will be the recognized entrant. Station is not liable for any injury or damage to entrant's or any other person's computer or hardware related to or resulting from participating in or downloading any information necessary to participate in the contest.

If the contest is conducted using Facebook, Facebook or its entities have no liability or responsibility for any claim arising in connection with participation in Station's contests or any prize awarded. Station's contests are in no way sponsored by, endorsed or administered by, or associated with, Facebook.

If the contest is conducted using a mobile app, neither Google, nor Apple or their entities have any liability or responsibility for any claim arising in connection with participation in Station's contests or any prize awarded. Station's contests are in no way sponsored by, endorsed or administered by, or associated with, Google or Apple.

Members of Station's listener club may have an advantage in winning over non-members, depending on the specific contest and methods of entry permitted.

d. Text Message Entry. If a contest accepts text message entries, station does not charge a fee for text entries. Entrant's normal text plan charges may apply. Station assumes no responsibility for charges incurred for text-messaging, including (without limitation) charges resulting from any bounce back messages or contest notices from the Station.

If there is any dispute about the identity of an entrant, the registered user of the text message account on the date of entry will be the recognized entrant.

Station assumes no responsibility for, and does not guarantee in any way, the availability or performance of any mobile, text or data service, including liability for transmission delays or message failures. Station does not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. Standard text and data rates will apply. The Station is not responsible for service outages, message failures, transmission

delays or any other factor affecting the availability or performance of the text messaging service.

All entries, in whatever format, become the property of Station and will not be acknowledged or returned. Station may store and use any of the entries for any lawful purpose whatsoever, without further compensation to the entrant.

Entries that are determined by Station to contain false or fraudulent information in any way will be disqualified and the person making such an entry barred from further participation in the contest.

ELIGIBILITY:

Contests are open to legal residents of the United States who are 18 years of age or older (unless otherwise specified) and who reside in the Station's metropolitan statistical area as defined by Nielsen. Employees of Station, NRG Media, other radio stations in Station's metropolitan statistical area; their affiliates, subsidiaries, successor companies; contest sponsors, advertising and promotion agencies, contest prize suppliers, participating advertisers and Immediate Family Members of anyone so situated are not eligible to participate in any contest on Station. "Immediate Family Members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption or guardianship, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related. If minors are permitted to participate in the contest, a parent or guardian of any participant who is a minor at the time of entry must sign a release on behalf of the minor to be eligible to receive a prize, and Station reserves the right to refuse to award a prize to or on behalf of a minor.

Contestants and Immediate Family Members of contestants who have won a prize valued at \$25 or greater on Station within the last 30 days are not eligible to participate or win. For contests that extend beyond 30 days, contestants and Immediate Family Members may win only one prize per contest level or per contest, depending on the specific promotion.

DISQUALIFICATION AND PENALTIES:

Station, in its sole discretion, reserves the right to disqualify any person for (i) violating any of these rules, (ii) tampering with the entry process or the operation of Station electronic site, (iii) gaining an unfair advantage in participating in the contest, (iv) obtaining winner status using fraudulent means, or (v) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior. Furthermore, any resale or auction or attempt to resell or auction complimentary prizes, if any, will result in disqualification for all future contests.

Entries from individuals who determined to not be eligible to participate will be disqualified at Station's discretion.

PRIZES, NOTIFICATION AND REDEEMING PRIZES

Winners for each contest will be selected and ties broken as described in the specific rules announced on-air or published on the Station website. Odds of winning depend on the number of entries received and the manner of conducting the contest.

Prizes are specified within individual contest rules. Prizes are non-transferable and non-exchangeable. No substitution or cash equivalent will be made. Station reserves the right to substitute a prize of equal or greater value. If prize is tickets to a performance, Station is not responsible for any cancellation or rescheduling of the performance for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the performance not be rescheduled or vouchers not issued.

Prize is deemed forfeited if not claimed by winner within 30 days of winning or within its period of usability. Forfeited prizes will be disposed of at the discretion of Station management. Prizes may only be claimed at Station's studio during office hours Monday through Friday between 8:30 am and 5:00 pm, unless alternate arrangements are agreed upon by winner and Station. Winner assumes the risk of the alternate method of claiming the prize. Prizes cannot be claimed by a third-party on behalf of the winner.

Winners must provide proof of age, photo identification, and a valid taxpayer identification number or social security number before any prize will be awarded. Station reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in Station's sole discretion.

In addition, winner agrees to execute an affidavit of eligibility, indemnification and release of liability regarding winner's participation in the contest and receipt and use of the prize before any prize is awarded.

All federal, state and local laws and regulations apply. Winner is solely responsible for all federal, state and local taxes including any sales taxes. Prior to the delivery of any prize, Station reserves the right to collect from the winner any taxes or fees it deems appropriate. Any person winning over \$600 in prizes during any one year period will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. Any additional costs relating to the prizes, and incurred as a result of accepting the prizes, are the sole responsibility of the winner.

Failure to execute any required documents or comply with any of the terms will result in forfeiture of the prize.

RELEASE AND LIMITATION OF LIABILITY:

Unless prohibited by law, contestant's participation in contest constitutes permission and consent for Station, NRG Media and contest sponsors, without any further obligation or compensation to the contest participant, to use participant's name, voice, biographical data and likeness for promotional purposes in any media in any form now known or hereinafter invented.

Station, NRG Media, their subsidiaries and affiliates, their officers, directors, agents, stockholders, insurers, and employees, and their advertising and promotional agencies and sponsors assume no responsibility or liability whatsoever for damages, loss or injury resulting from participating in any contest or acceptance or use of any prize.

ADDITIONAL TERMS AND CONDITIONS:

Station reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants. Station shall not be responsible for any administrative errors involved in the execution of any contest. Copies of the Official Rules for any contest may also be attained by sending a self-addressed stamped envelope with the identity of the contest inquiry to the individual station studio address. For a list of

contest winners, send a self-addressed, stamped envelope to the individual station studio address, and include the name of the contest.