

## Contest and Promotion Rules for ESPN New York

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

Unless otherwise specified Good Karma Broadcasting LLC, ESPN New York, 880 3rd Ave, New York, New York 10022 (“GKB”), these rules cover routine contests and promotions conducted by GKB. These rules may be amended by separate specific rules for major contests or promotions conducted by GKB or its sponsors.

The contest or promotion (the “Promotion”) will take place during the dates and times specified in the official rules of the Promotion (the “Promotion Period”) or as announced by GKB. GKB may change the dates and/or terms of the Promotion without prior notice. [Any material changes will be broadcast on the Station and, if applicable, posted on its website located <https://goodkarmabrands.com/espn-new-york/>]

Due to delays in the online streaming of GKB’s broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in certain Promotions. Entrants are encouraged to listen to ESPN New York on-air. GKB is not responsible for online streaming delays.

To be eligible to enter or participate in the Promotion, GKB listeners/customers must follow the instructions set forth in the official rules of the Promotion or as announced and must fulfill all of the eligibility requirements of the Promotion. Unless otherwise specified, the Promotion is open to all persons who are legal U.S. residents age 21 years and older unless otherwise noted and who reside in the New York Metropolitan (NY, NJ, PA and CT) area. Void where prohibited or restricted by law. Employees of GKB, its subsidiary and affiliated entities, its advertising and promotional agencies, its participating sponsors, other radio stations in the New York Metropolitan area and the members of their immediate families (spouse, parents, siblings, or children) and/or households are ineligible to participate or win. Participants are eligible to win a prize in a Promotion conducted by GKB only once every seven (7) days, and participants are eligible to win a prize in a Promotion conducted by GKB only once every thirty (30) days if the prize is valued over \$600. Only one winner per household is permitted in any GKB-conducted Promotion. For on-air Promotions, there is no limit to the number of times a listener may attempt to call-in or text; however a listener may only qualify once.

Entrants are required to provide truthful information and GKB will reject and delete any entry that it discovers to be false or fraudulent. GKB will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

Promotion prizes and their values will be indicated when GKB announces the Promotion. Unless otherwise announced, all prizes or prize certificates must be picked up at the offices of GKB - ESPN New York, 880 3rd Ave, New York, New York 10022. Prizes may be claimed during regular business hours (between 9:00am and 5:00pm, Monday through Friday). Promotion winner(s) will be required to present valid government-issued photo identification and provide winner’s complete address, date of birth and phone number to claim a prize.

Unless otherwise permitted by GKB, winner(s) must claim his or her prize(s) in person, and a prize cannot be claimed by third parties on behalf of the winner. If a Promotion is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the prize. Failure to comply with these requirements will result in the forfeiture of the prize. The winner(s) will forfeit any prize(s) or prize certificate(s) not claimed within thirty (30) days of winning. Unless otherwise specified or required by law, if a prize is not claimed, no alternate winner will be selected and the prize will become the property of GKB. GKB, solely at its discretion and only with the consent of the winner, may opt to deliver the prize to the winner by mail or overnight courier. In such event, the winner assumes the risk of the prize's loss and GKB will not be responsible for the safe arrival of the prize or prize certificate. There is no substitution, transfer or cash equivalent for prizes, except that GKB may, at its sole discretion, substitute prizes of comparable value or cash. Each prize is expressly limited to the item(s) announced by GKB and does not include taxes, gratuities or any other expenses. Other restrictions may apply.

Decisions of GKB management with respect to the Promotion are final.

Potential winner(s) will be selected and notified of their prize in the manner announced by GKB. Promotion winner(s) must execute and return any required Affidavit of Eligibility and/or Release of Liability Prize Acceptance Form within ten (10) days of winning or being notified of winning or prize will be forfeited and an alternate winner may be selected. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

Payments of all federal, state and local taxes related to the award of a prize are solely the responsibility of the winner(s). The winner(s) 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 or for any prizes awarded by GKB in a calendar year with an aggregate value of \$600 or more and such winnings will be reported to the IRS. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize.

By participating in the Promotion, the winner(s) agrees to have his or her name, voice and likeness used in any advertising or broadcasting material related to such Promotion, without further compensation, and (where permitted by law) to sign a publicity release confirming such consent prior to acceptance of the prize.

Prior to awarding any prize(s) or prize certificate(s), GKB in its sole discretion may require the winner(s) of such prize(s) (and his or her travel companion(s), if any) to sign a liability release, which holds harmless GKB and its affiliated entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns against any and all claims or liability arising directly or indirectly from the prize(s) awarded or participation in the Promotion. GKB is not responsible for (i) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays, busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from

completing his/her telephone call or from sending a text message (if applicable, message and data rates may apply, and GKB is not responsible for any fees incurred by an entrant for this method of entry); or (iii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.

GKB reserves the right to cancel, terminate, suspend, or modify the Promotion as it deems necessary if it is not capable of completion as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. GKB reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize or equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of GKB, any event related to the Promotion or prize is delayed, rescheduled, postponed, cancelled or has a change of venue, GKB reserves the right, but is not obligated, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize. GKB is not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize.

GKB, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of GKB's website. Failure to comply with the rules of the Promotion may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If GKB makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, GKB reserves the right to disqualify that entrant from entering and/or winning future Promotions.

For the official rules of a Promotion, send a self-addressed stamped envelope for receipt by the end of the Promotion Period to ESPN New York, 880 3rd Ave, New York, New York 10022, Attn: Promotion Rules. For the names of the prize winners send a self-addressed stamped envelope for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion for which you are requesting the rules or winner list. Official rules and winner lists (when completed) shall also be available during regular business hours at the main offices of GKB and may be posted online at <https://goodkarmabrands.com/espn-new-york/>.

If you are accessing these rules on GKB's website or entering the Promotion on said website, you are deemed to agree to such website's Terms of Use Agreement located at <https://goodkarmabrands.com/terms-of-use/> and to the use of your personal information as described in the Privacy Policy located at <https://goodkarmabrands.com/privacy-policy/>.