

\$10K A DAY GIVEAWAY
OFFICIAL RULES

NO PURCHASE NECESSARY

1. NAME OF SPONSOR / ADMINISTRATOR

Sponsor: ESPN Radio, a division of ABC Radio Network Assets, One ESPN Plaza, Bristol, CT 06010.

Administrator: Source Marketing, LLC d/b/a Doner CX, Cloverleaf Commons, 51 Dutilh Road, Suite 340, Cranberry Twp., PA 16066.

2. ELIGIBILITY

The \$10K A DAY Giveaway (“**Sweepstakes**”) is open to legal residents of the fifty (50) United States, including the District of Columbia (EXCLUDING PUERTO RICO AND OTHER UNITED STATES TERRITORIES), age eighteen (18) and older at the time of entry who have a two-way text-messaging capable device as of November 10, 2022. Employees of Sponsor, Administrator, their respective parents, affiliates, subsidiaries, and each of their respective advertising and promotion agencies and their immediate family members and/or those living in the same household of each are not eligible. This Sweepstakes is void where prohibited by law and is subject to all federal, state, and local laws and regulations.

Any individuals (including, but not limited to, employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play.

"Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

3. HOW AND WHEN TO ENTER

The Sweepstakes begins on November 10, 2022 at 6:00 a.m. Eastern Time (“ET”) and ends on December 7, 2022 at 1:00 p.m. ET (the “**Promotion Period**”). The Promotion Period consists of four (4) separate random drawings each day of the Promotion Period that *Keyshawn, JWill & Max* have a live broadcast during the Promotion Period.

To enter, listen to the *Keyshawn, JWill & Max* broadcast on ESPN2 or ESPN radio during the live broadcast each day at 6:00 a.m. ET. For each separate hour of each day’s live broadcast, a unique “Winning Word” will be announced, for a total of four (4) Winning Words each day. Each day is an “**Entry Period**”. To receive one (1) entry for the random drawing associated with a Winning Word, entrants must text the Winning Word to 777000 before 1:00 pm ET of that day to receive one (1) entry into the random drawing associated

with that Winning Word. Listeners may receive a total of one (1) entry per Winning Word regardless of how many phones and/or phone numbers an entrant might have.

Text message entries for each Winning Word will be a separate entry pool. One (1) potential winner will be randomly selected from all entries timely received containing each correct Winning Word. Entries do not roll over to subsequent Winning Word drawings. Entries must contain the correct Winning Word and be received by 1:00 pm Eastern Time of the Entry Period, in order to be a valid entry into the appropriate drawing.

Only texts to the specified number count as an entry. Standard carrier-messaging and data charges may apply to each text message sent and received. Text messaging is not supported by all devices and/or carriers and may not be available in all areas. Free text messaging may be available through online services. By entering via text message, entrant grants consent to: (1) text the cell phone used an acknowledgement message; and (2) text or call your cell phone should you be selected as a potential winner. Please consult your carrier for plan details and applicable charges. Text messages may be sent through an automatic telephone dialing system to the mobile number provided. Consent is not required to purchase goods or services. Sponsor is not responsible for any changes of an entrant's phone number.

By entering the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects.

Sponsor can provide no technical support and accepts no responsibility for insuring the receipt or successful submission of your entry. Mass entries or entries generated by use of automated methods will be disqualified. If for any reason the Sweepstakes is not capable of running as planned, including unauthorized intervention, fraud, technical failures or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or any problems or technical malfunctions of any telephone network or lines, or any combination thereof.

Caution: Any attempt to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law. Except as otherwise contemplated by these Official Rules, and to the extent entrants may otherwise elect at the time of Entry, information provided by you for these Sweepstakes is subject to Sponsor's privacy policy located at <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/> .

In the event of a dispute, any SMS entries will be deemed to have been submitted by the Authorized Account Holder of the phone number submitted at the time of registration, provided that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to a phone number by their wireless carrier. Any entrant who attempts to participate with multiple phone

numbers, or under multiple identities will be disqualified from participation in the Sweepstakes.

4. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

One (1) potential winner will be randomly selected from all eligible entries received per Winning Word per Entry Period; four (4) potential winners will be selected from each Entry Period. Random drawings will be conducted at the Sponsor's sole discretion, whose decisions are final in each instance. Potential winners will only be selected once per broadcast. The odds of winning any drawing depend on the number of eligible entries received for each Winning Word.

Each Entry Period's potential winners will be selected once the Entry Period has ended at 1pm ET, and are subject to live *Keyshawn, JWill & Max* broadcast schedules during the Promotion Period.

Potential winners will be contacted via text or call at the phone number associated with the text message entry. Failure to respond to the initial verification text message within twenty-four (24) hours or return of the notification as undeliverable after two (2) attempts may result in disqualification. Potential winners will be required to (a) link to a website from the initial verification text and provide name, email address, and mobile phone number as verification of winner selection in order to begin the formal prize acceptance process and (b) electronically sign and return "**Prize Claim Documents**" within twenty-four (24) hours of email receipt. Prize Claim Documents will be sent via DocuSign to the email address provided and include (1) an affidavit of eligibility including verification of age; (2) a validly executed IRS Form W-9, because winner is responsible for any and all taxes due on the prize; and (3) a publicity release where permitted before being certified as a winner. Refusal to fully complete, execute and return the Prize Claim Documents within the specified time may result in disqualification and forfeiture of prize. If a potential winner is disqualified for any reason, the prize will not be awarded to an alternate winner and will remain unclaimed. The awarding of a prize is at Sponsor's sole discretion and subject to winner's compliance with any and all verification requirements set forth by Sponsor.

5. PRIZES & APPROXIMATE RETAIL VALUES

Eighty (80) Prizes are available (one (1) Prize available for each Winning Word; four (4) total Prizes available per Entry Period).

Each Prize consists of \$2,500 payable to the confirmed winner.

Total ARV of All Available Prizes: \$200,000.

No substitutions or transfer of Prizes will be allowed, except at Sponsor's sole discretion. No more than the advertised number of Prizes will be awarded. Limit one (1) Prize per household during the entirety of the Promotion Period.

All applicable federal, state, and local taxes on Prize are the sole responsibility of each winner. Unclaimed prizes will not be awarded. Winners **will receive a 1099 tax form from the Sponsor or Administrator for the actual retail value of the Prize on or about the January following awarding of Prize.**

6. LIMITATIONS AND LIABILITY

Acceptance of a prize shall be construed as and signify the prize winners' agreement and consent that Sponsor may use the winners' names, voices, addresses (city and state only), likenesses, written statements, oral statements, biographical information and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, except where prohibited by law. Winners shall have no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of their names, voices, addresses (city and state only), likenesses, written statements, oral statements, biographical information and/or prize information. By participating in this Sweepstakes, Participants agree to be bound by the Official Rules and the decisions of the Sponsor and Administrator which are final and binding in all respects.

Sponsor provides no warranty, representation, or guarantee of any kind for any prize. If by reason of a printing, production, announcement, computer, or any other error resulting in more prizes claimed than the number set forth in these official rules, all Participants making purportedly valid claims will be included in random drawing(s) to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

By entering the Sweepstakes, Participants agree to indemnify, release and hold harmless Sponsor, the Administrator, and their affiliates, parents, and subsidiaries; their respective advertising, promotion and production agencies; and the employees, officers, directors, agents and representatives of each of the foregoing (collectively, "**Releasees**") from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property, including but not limited to property damage, negligence of any Releasee, personal injury and/or death, which may be sustained in connection with the Sweepstakes, the receipt, ownership or use of, or travel associated with Prizes or while preparing for, participating in, and/or traveling to or from any Prize-related activity.

In the event Sponsor is prevented from continuing with the Sweepstakes as advertised due to any event beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. In the event the Sweepstakes is terminated for any reason, Sponsor will award the Prize(s) via random drawing from among all valid entries received up to the time of the action taken by the Sponsor.

7. DISPUTES

This Sweepstakes is governed by the laws of the United States and the State of Connecticut, without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this

Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Connecticut having jurisdiction. Further, in any such dispute, under no circumstances will entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with entering), and entrant further waives all rights to have damages multiplied or increased.

8. OFFICIAL RULES/WINNERS' LIST

For names of winners or an additional copy of these Official Rules, send an email to espnradio@donercx.com with the subject line "\$10K A DAY Giveaway" and your specific request, e.g. "Winners' List" or "Rules". Winners' list to be available on or about 12/31/2022. Requests must be received within 30 days of the last day of the Promotion Period.

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