

2025 KOHLER Services + ESPN Wisconsin Ugly Shower Contest (The "Contest")

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **SPONSOR AND ADMINISTRATOR:** "Sponsor" is Kohler Co., 444 Highland Drive, Kohler, Wisconsin 53044. "Administrator" is ESPN Milwaukee & Good Karma Brands, LLC, 301 W. Wisconsin Avenue, Suite 200, Milwaukee, Wisconsin 53203. Sponsor and Administrator are solely responsible for all aspects of this Contest. ESPN Milwaukee, ESPN, Inc., the Walt Disney Company, and Hearst Communications are not sponsors or administrators of this Contest.

2. **ELIGIBILITY:** The Contest is open to legal residents of the State of Wisconsin, eighteen (18) years of age at the time of entry. Officers, directors, and employees of Sponsor and Administrator, and members of their immediate families (biological, step, or in-law) including parent, grandparent, child, sibling, or spouse of any of the foregoing (regardless of where they live) or households of any of the above, whether related or not, IRS dependents, and household members of Sponsor and Administrator and their respective parents, affiliates, subsidiaries, advertising, promotion, and web design agencies, and all other entities involved in the creation, administration, or fulfillment of the Contest, are not eligible to enter or win. Employees of GKB, its subsidiary and affiliated entities, GKB's advertising and promotional agencies, its participating sponsors, other radio stations in the Milwaukee metropolitan area and the members of their immediate families (spouse, parents, siblings, or children) and/or households (whether related or not) are ineligible to participate or win. This promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Listeners are eligible to win a prize in a Promotion conducted by GKB only once every seven (7) days and only once every thirty (30) days if the prize is valued over \$600. Only one (1) winner per household is permitted in any GKB promotion. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

3. **CONTEST PERIOD:** The "Contest Period" will begin on April 1, 2025, at 12:00 AM Central Time ("CT") and ends on April 30, 2025, at 11:59 PM CT ("Closing Date").

4. **ENTRY:** To enter the Contest, an individual must visit <https://www.goodkarmabrands.com/wisconsincontests> to upload a photo of their bath or shower and complete an entry form by providing their name, mailing address, email address, and phone number. Bath or shower spaces must be well-lit, clean, and free of clutter.

The awarding of the Prizes, as defined below, is subject to the eligibility and forfeiture provisions set forth herein.

Limit one (1) entry per person.

5. **ENTRY TERMS:** Only eligible entries actually received before the Closing Date will be included in the Contest drawing.

6. **PARTICIPANT'S PERSONAL INFORMATION:** Any information collected from participants is subject to Sponsor's Privacy Policy located at <https://www.kohlercompany.com/privacy/> and the Administrator's Privacy Policy located at <https://goodkarmabrands.com/privacy-policy/>. As a condition of entering the Contest, each participant gives consent for Sponsor and Administrator to obtain and deliver his or her name, telephone number, email address,

mailing address, social media handle, and other information to third parties for the purpose of administering this Contest, market research, and complying with applicable laws, regulations, and rules.

7. SELECTION OF WINNERS & WINNER NOTIFICATION: On or about May 5, 2025, at 5:00pm CT, five (5) finalists will be selected from all eligible Entries (the "Finalists"). On or about May 16, 2025, at 5:00pm CT, one (1) Grand Prize Winner (the "Winner") will be selected from the Finalists.

Finalists will be selected based on certain criteria and a judging process. Judging criteria may include, but is not limited to, the ugliness of the shower including color, design, age of shower, and/or any cracked / damaged elements.

Sponsor's decisions will be final in all matters pertaining to the judging. Administrator or Sponsor will notify a potential Winner by email or phone — via the same email or phone number provided with the Entry. Three (3) attempts will be made within one 24-hour period to contact the potential Finalists. If a potential Finalist does not respond to Sponsor within the 24-hour allotted time-period, Sponsor will select another potential Finalist from all eligible entries, and the same process will be repeated until five (5) Finalists are selected, and the Prizes are awarded. A 30-minute in-home consultation may be scheduled while notifying potential Finalists for the week of May 5, 2025.

Sponsor is not responsible for contacting an entrant if that entrant has changed contact information and failed to provide Sponsor the proper contact information when such information is required. At the sole discretion of the Sponsor, forfeiture of a Prize and the selection of an alternate Finalist may result from any of the following: (a) the potential Finalist's failure to respond to notification within the specified response period; (b) the potential Finalist's failure to provide Sponsor with satisfactory proof of age, identity, and residence; or (c) any non-compliance with these Official Rules.

8. WINNER VERIFICATION: At the discretion of Sponsor, any potential Finalist may be required to sign and return to the Sponsor an Affidavit of Eligibility and a Liability and Publicity Release (where permitted) ("Affidavit") after being notified that she/he is a potential Finalist.

9. PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): The "Grand Prize" consists of: one (1) shower or bath remodel, including design consultation, demolition and disposal of existing bath or shower, and installation of new KOHLER® LuxStone® shower system (ARV \$17,250.00). Value of actual installation may vary depending on product chosen and particular installation costs. Grand Prize Winner must choose products within the LuxStone portfolio. The "Finalist Prize" consists of: one (1) Destination Kohler gift card (ARV \$100.00). One (1) Grand Prize and four (4) Finalist Prizes shall be awarded in total (Total ARV \$17,650.00). The prizes may be referred to individually as a "Prize" and collectively referred to as "Prizes".

The Grand Prize design consultation must take place by May 31, 2025. The Grand Prize installation must take place by July 31, 2025.

10. PRIZE RESTRICTIONS: Sponsor reserves the right to substitute a prize of equal or greater value if all or part of the advertised Prize is unavailable or cannot reasonably be provided for any reason. No substitution or transfer of Prize by Winner is permitted. Prize is not redeemable for cash. The Winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prizes, regardless of whether they, in whole or in part, are used. Any portion of the Prize not accepted by a Winner will be forfeited. The Winner may be required to provide his or her social security number or tax ID for tax reporting as Sponsor will file an IRS Form 1099 with the

Internal Revenue Service for the fair market value of each Prize. Allow 2-3 weeks for the mailing of the Finalist Prizes (gift cards).

11. **PUBLICITY:** Except where prohibited by applicable law, acceptance of a Prize constitutes that Winner's consent to Sponsor's and Administrator's use of that Winner's name, likeness, photograph, voice, biographical information, statements, and before and after photos and/or video of Winner's bathroom remodel for advertising and promotional purposes in connection with the Contest or awarding of the Prizes, in any media, worldwide, without remuneration for said use.

12. **RELEASE AND RESERVATION:** By participating in the Contest, unless prohibited by law, entrants agree to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects. Sponsor and Administrator reserve the right to cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's or Administrator's reasonable control impairs or is believed to have impaired the integrity or proper functioning of the Contest, as determined by Sponsor and Administrator in their sole discretion. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law. In the event any Winner engages in behavior that (as determined by Sponsor or Administrator in their sole and absolute discretion) is obnoxious, inappropriate, threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor and Administrator reserve the right to terminate the Contest or withdraw that Winner's Prize.

13. **WAIVER:** By entering, unless prohibited by law, participants agree to release, discharge, indemnify, defend, and hold harmless, Sponsor and Administrator, and their respective parents, subsidiaries, affiliates, and their respective officers, directors, members, employees, agents, and agencies, ("Released Parties") from and against any demands, claims, liability, costs, losses, damages, or cause of action, including, without limitation, personal injury, death, or damage to or loss of property, arising out of, in whole or part, directly or indirectly, from participating or attempting to participate in the Contest or from acceptance, possession, misuse, use, or award of the Prize, unless prohibited by law. Winners shall bear all risk of loss or damage to the Prizes after they have been delivered, unless prohibited by law.

IN NO EVENT WILL SPONSOR, ADMINISTRATOR, ANY PARTICIPATING PROMOTIONAL COMPANIES, RELEASED PARTIES, OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OR RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, LOST PROFITS, CONSEQUENTIAL, OR PUNITIVE, MULTIPLE, OR ADDITIONAL DAMAGES.

14. **DISPUTES:** Except where prohibited by applicable law, entrants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before the appropriate federal or state courts located in Sheboygan County, Wisconsin. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, indirect, lost profits, or consequential damages, or any other damages, including attorneys' fees, and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of this Contest, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. By entering,

except where prohibited by law, entrants consent to the exclusive jurisdiction and venue of the federal and state courts located in Sheboygan County, Wisconsin.

15. OFFICIAL RULES AND WINNERS LIST: For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Wednesday, April 30, 2025, to “2025 Kohler Ugly Shower Contest – Official Rules”, Attn: Promotions, GKB 301 W. Wisconsin Ave, Suite 200, Milwaukee, WI 53203. For the names of the prize winners send a self-addressed stamped envelope for receipt by Sunday, June 29, 2025, to the above address marked “2025 Kohler Ugly Shower Contest – Winners List.” The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of GKB and may be posted online at goodkarmabrands.com/wisconsincontests/.

16. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Headings are solely for convenience and will not be deemed to affect the meaning or intent of the Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. Entrants need not listen to ESPN Milwaukee to win.