

K-EARTH 101 You and Who 2026 Contest Official Rules

These contest rules are specific to the above contest conducted by Audacy California, LLC d/b/a KIRTH (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 the rules for all contests are published on the Station’s website at <https://www.audacy.com/kearth101/contest-rules>. **To the extent the general contest rules differ from these rules, these rules will govern and control with respect to this contest.**

How to Enter

1. No purchase or payment of any kind is necessary to enter the KIRTH You and Who Contest (the “**Contest**”).
2. Must be eighteen (18) years of age or older and a legal resident of Los Angeles County, CA or Orange County, CA at time of entry submission to enter or to win any prize in this Contest (each, an “**Entrant**,” collectively, the “**Entrants**”).
3. To enter, from Tuesday, May 26, 2026 at 12:00am (PT) through 11:59am (PT) on Thursday, August 27, 2026, go to <https://www.audacy.com/kearth101>, click on the You and Who 2026 Contest link and complete and submit the on-line entry form with:
 - a. Entrant’s full legal name, age, address, telephone number, and email address.
 - b. The full legal name, age, address, telephone number, and email address of the person, age eighteen (18) or older and a resident of the United States, whom the Entrant would like to nominate in connection with this Contest (the Entrant’s “**Who**”). Entrants may not designate themselves as their Who.
 - c. A short essay in two hundred (200) words or less describing the Entrant’s Who. If the Essay exceeds two hundred (200) words, only the first two hundred (200) words will be read, but the entry will not be disqualified for exceeding that limit. Station is not responsible for independently verifying statements made in any Essay. Essays will not be judged, but submission of an Essay is required to complete an entry.
 - d. Failure to submit all of the above items in one submission/entry may result in immediate disqualification of such entry.
4. Essays submitted in this Contest must be original works created by the person submitting such essay. In the event it comes to Station’s attention before or after Winner selection in this Contest that any such Essay includes any plagiarized material, such Entrant and their Who shall be disqualified and any and all prizes will be forfeited.
5. **By entering this Contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes on-air 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 disparaging comments made on-air regarding such Entrant’s entry.**
6. **By submitting an Essay to the Station, each Entrant authorizes the Station to post such Essay and/or Entrant’s and Who’s name to the Station’s website at www.Kearth101.com and/or to read it on-air. Station reserves the right to edit an Essay in its sole discretion. Not all essays will be posted to the Station’s website and/or read on-air.**
7. **PRIOR TO ENTERING THIS CONTEST, EACH ENTRANT IS RESPONSIBLE FOR OBTAINING THE CONSENT OF ANY OTHER PERSONS INVOLVED, INCLUDING THE ENTRANT’S WHO, TO PERMIT STATION TO READ AND/OR POST THE ENTRANT’S ESSAY TO THE EXTENT IT INCLUDES SUCH PERSON’S NAME OR PERSONAL INFORMATION. BY ENTERING, EACH ENTRANT REPRESENTS AND WARRANTS THAT THE ENTRANT HAS OBTAINED ALL RIGHTS, PERMISSIONS, AND CONSENTS NECESSARY TO PROVIDE SUCH INFORMATION TO STATION AND TO AUTHORIZE**

STATION'S USE OF SUCH INFORMATION AS DESCRIBED IN THESE CONTEST RULES. BY ENTERING THIS CONTEST, ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM MADE BY ANY PERSON RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE ENTRANT.

8. **Essay entries must not contain any indecency, profanity or obscenity as determined by Station in its sole discretion. Essay 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. BY ENTERING THIS CONTEST AND SUBMITTING AN ESSAY, THE ENTRANT IS REPRESENTING TO THE STATION THAT THE USE AND DISTRIBUTION OF SUCH ESSAY WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS.**
9. **WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION (OR ITS SPONSORS) IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT OR THE WHO.**
10. At the time of entry, Entrant may also choose, but is NOT obligated, to upload and submit a photograph of themselves and their Who. **Submission of photo is for entertainment purposes only, is NOT REQUIRED for entry, and is NOT a determining factor in winning.** By choosing to submit a photo for entertainment purposes, the Entrant represents and warrants that (i) they own the rights to, or have obtained permission to use the photo submitted; (ii) any person depicted in the photo is eighteen (18) years of age or older; (iii) they give consent to use of the photo by Station in any manner it sees fit with no compensation to the Entrant; and (iv) authorizes the Station to post the photo on the Station website(s), Facebook page or via other social media sites. **If choosing to submit a photo, Entrant MUST also upload a signed copy of the "Consent & Release" form which can be found attached to these Contest rules and linked on this Contest's page at www.Kearth101.com, signed by EVERY person depicted in the photo (no matter how far away or obscure they are in the photo)** The photo must be in jpg, jpeg, or png format and no larger than 20MB. Photo must not contain any indecency, profanity or obscenity as determined by Station in its sole discretion, or depict any registered trade/servicemark or other copyrighted material other than those owned or licensed by the Entrant or the Station or a Contest Sponsor.

How to Win

11. On or about 12:00 p.m. (PT) on Thursday, August 27, 2026, one (1) entry will be randomly selected from among all eligible entries received. The selected Entrant will be deemed the potential **"Grand Prize Winning Entrant,"** subject to verification of eligibility and compliance with these Contest rules.
12. Immediately following the random drawing, Station will attempt to contact the potential Grand Prize Winning Entrant by telephone at the phone number listed on the entry form. The potential Grand Prize Winning Entrant will have two (2) hours from Station's attempted notification to respond. If the potential Grand Prize Winning Entrant does not timely respond, he or she will forfeit the Grand Prize. Station will be required to attempt contact only once.
13. If the potential Grand Prize Winning Entrant is found to be ineligible, fails to comply with these Contest rules, or does not timely respond to Station's notification, such person will be disqualified. Station is not obligated to select a replacement Grand Prize Winning Entrant, but reserves the right to do so in its sole discretion, time permitting. If Station selects an alternate

Grand Prize Winning Entrant, such alternate will be selected by random drawing from among the remaining eligible entries received.

14. After verification of the Grand Prize Winning Entrant's eligibility and compliance with these Contest rules, Station will attempt to contact the Who identified in the winning entry using the information provided in the entry form. If such person is verified as eligible and in compliance with these Contest rules, that person will be deemed the "Designee", and will be awarded the Designee Prize (*as described in Section 19 below*), in this Contest.
15. If Station is unable to contact the potential Designee after multiple attempts and a reasonable amount of time, as determined by Station in its sole discretion, or if the potential Designee is determined to be ineligible, fails to comply with these Contest rules, or fails to timely complete required documentation, the potential Designee will be disqualified, will forfeit the Designee Prize, and no Designee Prize will be awarded.
16. At no point is any Grand Prize Winning Entrant entitled to receive more than one (1) prize in this Contest, and no Grand Prize Winning Entrant may designate an alternate or substitute Designee.

Prize(s)

17. There will be up to, but no more than, two (2) prizes awarded in this Contest.
18. The one (1) verified Grand Prize Winning Entrant will receive one (1) company check in the amount of \$25,000.00 issued in the name of the Grand Prize Winning Entrant only, (the "**Grand Prize**").
19. The one (1) verified Designee will receive one (1) company check in the amount of \$25,000.00 issued in the name of the Designee only (the "**Designee Prize**").
20. The Grand Prize Winning Entrant and the Designee, if any, must each present all required documentation and sign all required releases and tax forms. Prize checks will be mailed to the Grand Prize Winning Entrant and the Designee, respectively, approximately eight (8) to ten (10) weeks after Station receives all required paperwork from each applicable recipient.
21. Each winner is solely responsible for paying any and all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the Contest rules, and may be issued an IRS Form 1099-MISC for all prizes won from the Station and/or of any of its parent entities, subsidiaries, and/or affiliates in any calendar year where the aggregate value of all such prizes won exceeds the threshold dollar amount for prizes and awards received from a single entity in a calendar year as designated by the IRS for such applicable calendar year (e.g., if a person wins \$2,000 or more in prizes from the Station and/or of any of its parent entities, subsidiaries, and/or affiliates in the 2026 calendar year, such person will be issued an IRS Form 1099-MISC for the 2026 calendar year).

Sponsor(s)

22. The sponsor of this Contest is Audacy California, LLC d/b/a KRTH.

Other Rules Specific to This Contest

23. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Station for such Contest(s) ("Software Provider"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
 - a. Limit one (1) account with the Software Provider per email address.
 - b. Software Provider is not a sponsor of this Contest, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or

privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the “**Software Provider Policies**”).

- c. If the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes the Software Provider and the Station to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.
- d. While agreement to the Software Provider Policies may be required in order to enter the Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.
- e. Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Station in its sole and absolute discretion deems to materially and adversely affect the Contest, the Station reserves the right to (1) suspend the Contest; (2) terminate the Contest without a Winner; (3) terminate the Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Station's sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
- f. Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.

You and Who Photo Consent & Release

This CONSENT & RELEASE must be signed below by all persons who appear in the photo submitted. All references below to “I” and “my” refer to each and every person who signs the form below.

By signing below, I, the undersigned, intending to be legally bound, do hereby irrevocably agree to all of the following:

1. I authorize and consent Audacy California, LLC (“**Audacy**”) d/b/a KTRH (“**Station**”) and the Contest sponsors (collectively, “**Sponsor**”) the right to use, publish, and exploit for any and all advertising, endorsement, commercial and trade purposes whatsoever (including but not limited to advertising, promoting or publicizing the Station, Audacy, Sponsor and/or its products and services) my name, likeness, portrait, recorded voice and image, statements made by me and biographical material.
2. I represent and warrant that I own the rights to, or have obtained permission to use the photo.
3. I hereby release and discharge Audacy, all Contest Sponsors, and their respective affiliates, parents, employees, agents and all other related sponsors from any and all claims and liability for compensation, damages, or injury, including but not limited to claims for libel, false light, invasion of privacy, or other infringements of personal, property or proprietary rights of any nature, foreseen or unforeseen, associated with or arising out of the commercial or other uses of these images regardless of the nature of such use.
4. I authorize Audacy to post the photograph on the <https://www.audacy.com/kearth101> website, Facebook page or via other social media sites.
5. **I understand and agree that Station may elect to use the photo submitted for entertainment purposes and may choose to comment on, mock, poke fun at, and/or mimic any photo submitted. I waive any right to make any claim against Station or any Contest sponsors with respect to any comments - disparaging or otherwise - made regarding the photo or my depiction in the photo.**
6. I understand and agree that a photo submission is for **ENTERTAINMENT PURPOSES ONLY**, is **NOT** a determining factor in winning, and is **NOT REQUIRED** for entry in this or any other Contest.
7. I hereby waive any right that I may have to inspect and / or approve the finished product, advertising copy or printed matter and am aware that any and all photos may be edited and juxtaposed with other material.
8. I have read this release and fully understand its contents. I acknowledge that this release was willingly and voluntarily signed. I affirm that I am 18 years of age or older and that I intend to be legally bound by the terms of this release.
9. I also acknowledge and agree that electronically transmitted signatures on this Consent & Release are deemed to be and are acceptable as if they were original signatures. I agree to keep the original of this Consent & Release for at least 6 months after I submit the photo and to provide it to Audacy, upon Audacy’s request, at any time prior to 6 months after this photo is submitted to Audacy whether or not Audacy elects to post this photo.

[Signature Page Follows]



AGREED TO BY (must be signed by all persons who appear in the photo submitted in this promotion before this is submitted to Audacy):

Print Name

Signature

Street Address

City / State / Zip Code

Phone Number

Date: _____

Print Name

Signature

Street Address

City / State / Zip Code

Phone Number

Date: _____

