



WINNER ACCEPTANCE & RELEASE AGREEMENT

You have been selected to receive a prize from **The Kim Komando Show or Kim's Podcast or The Current** daily newsletter. The prize is free. If you accept the prize you are also accepting the following terms and conditions. Please read them carefully, Then, complete and sign the last page, return to us and keep a copy for your records.

TERMS AND CONDITIONS

In these terms and conditions, "I", "me" "you," or "your" means the person who has been selected to and /or has received the prize. The "Show" means and includes The Kim Komando Show, Podcast or The Current, Kim's daily free newsletter. "WestStar " is used to denote WestStar Merchandising, Inc. and its related companies.

The decision to present a prize, determine the prize to be given, and select the person or persons to be prize recipients are solely within the Show's discretion.

I acknowledge and agree that the Show is not acting as the manufacturer or distributor of the prize. The Show acquired the prize for the purpose of presenting it to a member of the Show's audience. With regard to any claim that I may have as a result of the possession or use of the prize, I agree that I shall look solely to the prize's manufacturer or others in the chain of production, distribution and/or service.

I acknowledge that the Show has not made any representations regarding suitability for any purpose or warranties of any kind with respect to the prize. I further acknowledge and agree that the Show is not responsible for the safe arrival of the prize. I agree to fully and forever release, discharge and hold harmless the Show and WestStar, from any and all liability, damage, loss, injury, expense (including reasonable attorney's fees and

expenses of litigation) in connection with any claims, suits, actions, demands or judgments under any theory of law and liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of the acceptance or use of any prize (or any part thereof) awarded and accepted by you from the Show, WestStar, its Affiliates, or Sublicensees, concerning or in any way related any product, process, or service that is made or used, together with its owners, shareholders, officers, employees, affiliates, assigns, volunteers and heirs and from any and all claims, demands, actions, suits, losses, expenses, costs and liabilities of any nature whatsoever which the Show had, now has or may hereafter have against any of them arising out of or in any connection with the prize. Should any prize be recalled for any reason of safety or for any other reason whatsoever, neither the Show nor WestStar is under any obligation to inform you of such recall.

I acknowledge and agree to be solely responsible for any and all taxes (if any) that may be payable due to my receipt of the prize. If deemed necessary by the Show, we may ask, and you hereby agree to provide your Taxpayer ID number in the event that your receipt of the Prize is taxable.

The Show reserves the right to disclose your name and circumstances for your selection of the prize as noted in the paragraph below.

I hereby irrevocably grant to the Show and WestStar and those acting with its authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, photograph, likeness, voice, biographical and personal background information, statements, and, without limitation, any photograph, film, video or audio tape that may be taken of or with me or of such materials (the foregoing, collectively, the "Content"), without future compensation, consideration, notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, use and permit to be use the Content or any part thereof, whether along or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, graphics, video, or audio segments of any nature), in any media whatsoever.

The foregoing terms and conditions are constructed and enforced in accordance with the laws of the State of Arizona without conflict of law principles. Any dispute arising from your receipt, possession, or use of the prize is exclusively subject to mediation, to be held in Maricopa County, Arizona before a single mediator.

By participating in this contest and accepting any prize, the winner agrees to grant WestStar MultiMedia Entertainment, Inc. ("WestStar") the irrevocable, perpetual, worldwide, and royalty-free right to use their name, likeness, photograph, voice, audio, video, and any other representation or content submitted as part of the contest collectively, "Materials") for promotional, marketing, advertising, and other commercial purposes.

This grant includes, but is not limited to, the right to publish, reproduce, distribute, modify, display, and create derivative works of the Materials in any media format now known or hereafter developed, without further notice, approval, or compensation to the

winner.

WestStar retains full discretion over the use and timing of promotional materials and reserves the right to edit or alter the Materials as necessary. By accepting the prize, the winner releases WestStar from any claims or liabilities arising from the use of the Materials as described herein.

I (my parent/legal guardian if I am from a State/Province that deems me to be a minor) have been given a full opportunity to review and analyze this disclaimer with an attorney or other advisor of my choice. I fully and completely understand all of the terms of this disclaimer and sign it voluntarily, freely and knowingly.