

Performance Automotive – Top Performers Contest

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Contest Administrator: KSL Media, KSL TV, KSL NewsRadio, and KSL.com 55 North 300 West, Salt Lake City, Utah 84180.

Contest Sponsor: Performance Automotive, 2215 S 500 W Bountiful, UT 84010.

1. HOW TO ENTER

- a. These rules govern the Performance Automotive Top Performers Contest ("Contest"), which is being conducted by KSL ("Station"). The Contest begins on September 1, 2026, and ends on December 31, 2026 ("Contest Dates"). Nominators (defined below) may enter via online only.
- b. To nominate a homeowner for entry in the Contest, the person submitting the homeowner ("Nominator") may nominate a homeowner ("Nominee") by entering online beginning on September 1, 2026 at 12:01 a.m. MT and ending on December 31, 2026, at 11:59 p.m. MT ("Entry Period") as follows:
 - i Each entry consists of an entry form and an essay (500 words or less) ("Submission"). To enter online, visit ksl.com/contests and follow the links and instructions to enter the Contest and complete and submit the Submission during the Entry Period outlined above. Online Nominators are subject to all notices posted online including the Station's Terms of Use and Privacy Policy. Each Nominator may enter only one Submission per eligible Nominee. Multiple Nominators are not permitted to share the same email address. Submissions submitted may not be acknowledged or returned. Proof of entry of a Submission shall not be deemed proof of receipt by the Contest Administrator.

ii FORMAT AND CONTENT OF THE ESSAY. The essay should:

- Explain the nominee's community impact, character and dedication, and a compelling story.
- Judging criteria will be based on: Community Impact (40%), Character and Dedication (30%), Compelling Story (20%), Overall Impression (10%).
- The information provided by the Nominator about the Nominee must be truthful.
- Be at least 100 words in length and not exceed 500 words in length.

- Be written in English.
- c. Nominators may be provided with an opportunity to opt-in for membership/participation as part of the Submission process, but membership/participation is not required to enter the Contest.
- d. Submissions will not be made available for viewing by the general public.

2. ELIGIBILITY RESTRICTIONS

- a. Both Nominator and Nominee must reside within the Station's designated listening area. Nominee must be at least 18 years of age and the legal owner of the residence whose roof is to be replaced or repaired. Commercial properties are not eligible for this Contest.
- b. Each Nominator may submit only one (1) Submission per Nominee per month.
- c. The following individuals are NOT eligible to enter the Contest as either a Nominator or a Nominee, even if they meet the age and residency requirements above:
- Winners can only win once during the entry period (September 1 2026-December 31, 2026).
 - Employees (full-time, part-time, or temporary) of KSL Media station, Bonneville International Corporation, other area radio stations, or the Contest Sponsor.
 - Immediate family members of such employees, including current or former spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and step-relatives (in any of the categories listed).
 - Any individual legally residing in the same household (that is, at the same address) as an employee described above, including but not limited to significant others and partners.
 - Any individual who has won a prize having a value greater than \$500 in a contest or Contest administered by Contest Administrator during the ninety-day period preceding the day on which this Contest begins.
- d. The winning Nominee ("Winner") must provide valid government-issued photo identification and their complete address, date of birth, email address, and phone number. A valid residential address is required ("Winner's Residence"); a P.O. box is not sufficient.
- e. As explained below, the Winner will be notified by email and must sign an Affidavit of Eligibility and Release within fourteen business days thereafter. Failure to respond and provide the required documentation may result in forfeiture of the prize, and the Contest

Sponsor and Administrator shall have the option to award the prize to an alternate winner.

- f. By accepting the prize, the Winner gives permission to Contest Sponsor and Administrator to use Winner's name, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. The Winner agrees to execute any document reasonably required by the Contest Administrator to effectuate such permission and failure to do so shall give rise to Contest Administrator's right to execute any and all such documents as the Winner's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.
- g. The prize will be awarded only upon confirmation of eligibility and completion of the required releases.
- h. The Contest Sponsor or Administrator may discard without notice to the Nominator any Submission that does not satisfy the eligibility requirements, contains false information, or is deemed suspicious, objectionable, or in poor taste, as determined by the Contest Sponsor or Administrator, in their sole discretion.
- i. By participating, Nominator and Winner agree to comply with these Official Rules and to accept the decisions of the Contest Sponsor and Administrator as final and binding in all respects.

3. JUDGING CRITERIA/REVIEW PERIOD

- a. A judging panel consisting of one employee of Performance Automotive, and two additional judges selected by the contest administrator. ("Judges") will judge each eligible submission and select one winner by the last day of each month, September 2026 through December 2026.

Judging criteria of the essay will be based on: Community Impact (40%), Character and Dedication (30%), Compelling Story (20%), Overall Impression (10%).

4. PRIZES

- a. Four prizes will be awarded. Each prize consists of \$500. The Approximate Retail Value ("ARV") of the prize is \$500. The Contest Sponsor is responsible for the delivery and installation of the prize to the Winner's Residence.
- b. The Winner will be responsible for any taxes or other fees or expenses associated with the receipt and use of the prize. The prize is not transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time.
- c. The Contest Sponsor and Administrator assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Contest Administrator reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Contest Administrator corrupt

Commented [RC1]: Does something need to be added to state when install must be completed by? Or if Sponsor has right to choose roof materials OR Winner must select roof materials for list provided by Sponsor?

Commented [CW2]: Is this correct? I just want to be sure.

the administration, security, or proper execution of the Contest, or the Internet portion of the Contest.

- d. If due to a printing, production, or other error, more prizes are claimed than are intended to be awarded, the winner will be selected in a random drawing from among all verified winners.

5. WINNER SELECTION AND NOTIFICATION

- a. Odds of winning depend upon the number of eligible Submissions received during the applicable Entry Period.
- b. Winner does not need to listen to the Station or be present to win.
- c. Nominator will be notified of the selected Nominee by telephone by no later than the first day of the following month.
 - a. September entry period: September 1-30. Winner notified the week of 10/1/26
 - b. October entry period: October 1-31. Winner notified the week of 11/1/26
 - c. November entry period: November 1-30. Winner notified the week of 12/1/26
 - d. December entry period: December 1-31. Winner notified week of 1/1/27

6. CONDITIONS

- a. CHOICE OF LAW AND FORUM: This Contest is governed by the laws of the United States of America and the State of Utah, without respect to conflict of law doctrines. As a condition of participating in the Contest, Nominator and Winner agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with the Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Salt Lake City, Utah, having jurisdiction. Further, in any such dispute, under no circumstances will the Nominator or Winner be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the Nominator or Winner's actual, out-of-pocket expenses (i.e., costs associated with entering the Contest), and Nominator and Winner further waive all rights to have damages multiplied or increased.
- b. Nominators are permitted to submit one nomination per nominee per month. Any attempt by any Nominator to submit more than the stated number of Submissions by using multiple email addresses, identities, registrations and logins, or any other methods may void the Nominator's Submission, and the Nominator and the associated Nominee may be disqualified. The use of any device to automate multiple Submissions is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all Submissions by that Nominator at the Station's discretion. The Station's or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries will be deemed to have been submitted

by the Authorized Account Holder. The “Authorized Account Holder” is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address; or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the Submission process or the operation of the Contest. Failure to comply with the rules of the Contest may result in Nominator’s and Nominee’s disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that Nominator has cheated or committed fraudulent activity in connection with a Contest, the Contest Administrator may disqualify that Nominator and Nominee from entering and/or winning this and any or all future Station- administered contests and seek damages to the fullest extent permitted by law.

- c. The Contest Administrator reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Contest Administrator makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: www.ksl.com/contests within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Contest Sponsor or Administrator, any event outlined in this Contest is delayed, rescheduled, postponed or cancelled, the Contest Administrator reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- d. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller’s voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest or accepting a prize, Nominators and Winner consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- e. The Winner will be required to produce identification satisfactory to the Station. For example, Winner will be required to sign an affidavit of eligibility and release, including a publicity release, and warranty of ownership, as prepared by the Station prior to receiving their prize. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest Submission, including without limitation submitting an incomplete or fraudulent Submission, and/or failing to complete the Submission process, will result in such Submission being disqualified from such Contest. Any Nominator that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent Submission, by engaging in any “dealmaking” with or between other Contest Submissions or third parties, by creating a

public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.

- f. Participation in this Contest and/or acceptance of prize(s) constitutes agreement by Nominator and the Winner to release, forever discharge, indemnify, and hold harmless the Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.
- g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late Submissions; (v) Submissions not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Nominator(s) and/or Winner(s) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
- h. Except where prohibited, by entering the Contest, each Nominator and Winner agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Salt Lake City, Utah; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Nominator and Winner hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

7. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

- a. **ALL PRIZES ARE AWARDED “AS IS” AND THE CONTEST SPONSOR AND STATION DO NOT MAKE (AND ARE NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.**
- b. Each Nominator who enters this Contest represents and warrants as follows: (i) except as set forth herein, the essay is the Nominator’s own, produced; (ii) the essay does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the essay does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the essay does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By entering the Contest and/or acceptance of the prize, each Nominator and Winner hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements hereunder.

8. LICENSE

- a. By entering the Contest and/or acceptance of the prize, all Nominators and Winner grant an irrevocable, perpetual, worldwide non-exclusive license to Released Parties, to reproduce, distribute, display and create derivative works of the Submissions, photographs, and interviews in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no additional compensation, including, but not limited to: display on Contest Sponsor’s and Station’s owned-and-operated websites and social media sites. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the Submissions, photographs, and interviews, and to use such Submissions, photographs, and interviews as Contest Administrator shall from time to time determine in its sole discretion; and (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submissions, photographs, and interviews as may be conferred under any applicable laws, regulations or directives.

9. PRIVACY

- a. By participating in the Contest, Nominator and Winner agree to the Station’s Terms of Use Agreement and to the use of Nominator and Nominee personal information as described in the Privacy Policy located at: www.ksl.com/contests. In the event of conflict between the Station’s Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. Any information that Facebook or Instagram collects through a Submission in the Contest may be subject to Facebook’s, or Instagram’s own terms and policies.

10. COPY OF OFFICIAL RULES

- a. Copies of these rules are available at the Station's website: www.ksl.com/contests. For a printed copy of the rules or a list of winners, please send a request with a self addressed stamped envelope to the Station at 55 North 300 West Salt Lake City Utah, 84180.