

WHB MADNESS MAKEOVER CONTEST – SPONSOR NUTTER HOME LOANS & Growing Days Home - a retail store and design company by HGTV host Tamara Day.

## CONTEST RULES

**MADNESS MAKEOVER CONTEST by Nutter Home Loans and Growing Days Home - a retail store and design company by HGTV host Tamara Day.**

NO PURCHASE IS NECESSARY TO ENTER CONTEST TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. **Eligibility** – WHB listeners submit entry on WHB.com. Ten submissions will be selected and asked to submit a video of themselves in their entertainment room of their home telling why they could use an expert update. Finalists must provide a video to be considered to win. WHB and Sponsors will select ten finalists based off their entries. Entries require name, valid email, phone, and home address, and why your entertainment space needs help. Entrants must be 18 or older to enter, own their home, and live within the 5 county metro Kansas City area: KS- Johnson and Wyandotte Counties, MO- Jackson, Clay, and Platte Counties.
2. **Sponsor** - the giveaway is sponsored by Nutter Home Loans and Growing Days Home- a retail store and design company by HGTV host Tamara Day and facilitated by WHB.
3. **Agreement to Official Rules Participation in the Contest** constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. There is no cash substitute.
4. **Entry Period for giveaway- contest begins 3/15/21 and ends 3/28/21 at 12:00AM CST.** Submissions will be accepted for the duration of the period through WHB.com.
5. **Prize Selection and Winner Notification - on 4/2/21 Ten (10) finalists will be selected from valid entries and notified to submit video entry by 4/6 to be considered for the prize.** The prize winner will be selected from videos received from those contacted and notified 4/8. Winner must have until 9PM on 4/12/21 to accept prize via response to the email in writing or it will be forfeited and go to the alternative winner. Alternative winner will be notified on 4/13/21 they won via email provided. The prize must be accepted by 9PM on 4/19/21 or winning will be forfeited and merchandise for the prize will be given to a charity. Winner will be selected at the sole discretion of the sponsors and station where they will evaluate both request and video itself. Winner accepts that prize includes an in-home consultation and film crew who would be able to enter to film consultation and final makeover with homeowner present in video. WHB and sponsors would own distribution rights for the video. All participants will follow COVID safety guidelines by wearing a mask and distance.
6. **Prize** – 1 winner selected to win an entertainment room makeover in their home. The total prize value is \$9,795. It includes \$795 Tamara Day e-Design services, in-person design consultation by Tamara Day \$2000, Growing Day's rugs and lighting (\$1,200 retail value) selected from Growing Days warehouse, and Contractor Services provided by TBD (up to \$3000 in materials and labor). WHB partners will also provide furniture (\$2000) and TV allowance (\$800).
7. **General Conditions** - in the event the operation, security, or administration of the contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the giveaway to address the impairment and then resume the giveaway in a manner that best conforms to the spirit of these official rules or (b) terminate the sweepstakes and, in the event of termination, award the prize to a charity. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contestor to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and

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any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

8. **Release and Limitations of Liability** By participating in the contest, entrants agree to release and hold harmless the Sponsors, and each of their respective subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the giveaway; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) video and/or entry downloads or uploads, (e) any other errors or problems in connection with the prize, including, without limitation, errors that may occur in the administration of the prize, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any giveaway-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, misuse of the prize (including any incremental purchase or services related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages to its sponsors and affiliates in relation to entry and the prize.
9. **Disputes** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Missouri. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Missouri, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Missouri.
10. **Privacy Information** collected from entrants is subject to collective sponsor's privacy policy located on their respective websites.
11. **Winner** – will be announced by WHB and a video of the winner in the updated room in the home will be available to the public and available for distribution by WHB and its sponsors.
12. **7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize Winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be notified by email via the email address that is provided during the registration process to this Promotion ("Official Notification") **The potential Grand Prize Winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within five (5) days of Official Notification (or any attempt thereof), in order to claim the prize. If any Instant Win Potential Winner or the Grand Prize Winner cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, the Instant Win Potential Winner or Grand Prize Winner forfeits the prize.** In the event that any Instant Win Potential Winner, or Grand Prize Winner, of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible

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entries. There will be a maximum of three (3) alternate drawings for a prize, after which the prize will remain unawarded. Unclaimed prizes valued at \$25 or less will not be awarded. Instant Win Game Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion

13. For All Prizes: Terms and conditions of gift cards apply. There is no cash equivalent, and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason.
14. Release: By receipt of any prize, Instant Win Potential Winners and Grand Prize Winner agree to release and hold harmless Sponsor, General Mills, Inc., Merkle Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.