

RESCUE MY ROOF CONTEST TERMS AND AGREEMENT

2026 KTIV – JC ROOFING & INSULATING, INC. - “Rescue My Roof” Contest

1. PROMOTION DATES

- a. The Rescue My Roof Contest (“Promotion”) will begin on _____, 2026 and end on _____, 2026.
- b. The deadline for entries is 11:59 pm _____, 2026.
- c. The winner will be announced on _____, 2026.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all legal residents of the U.S. who are 18 years of age or older at the time of entry and who live in the counties in the KTIV viewing area in Iowa as subsequently agreed upon by the parties to this Agreement (the “Eligible Participant Area”).
- b. Only one winning Homeowner is permitted.
- c. Participants are required to provide truthful information and KTIV will reject and delete any entry that it discovers to be false or fraudulent. KTIV will disqualify any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.
- d. The winner must own the home selected for the roof replacement and must be able to provide verification of ownership (the “Homeowner”).

3. ENTRY

- a. To participate in the Promotion, participants (“Participants”) may enter via the methods prescribed by KTIV as the party exclusively responsible for the promotion, marketing and advertising of the Promotion, and for the solicitation and collection of entries from Participants.
- b. Participants can nominate a deserving homeowner or their own home in the Eligible Participant Area.

4. PRIZES

- a. Repair, replacement, or installation of one (1) residential roof, or any part thereof, not to exceed Ten Thousand Dollars (\$10,000) in value performed by JC Roofing & Insulating, Inc. (sometimes referred to herein as the “Work” or the “Prize”). NO CASH VALUE. TOTAL APPROXIMATE RETAIL VALUE OF PRIZE NOT TO EXCEED \$10,000. The

actual value of the Prize, not to exceed \$10,000, will be determined in the sole and absolute discretion of JC Roofing & Insulating, Inc. following and in accordance with the procedures set forth in Section 4(c) below.

b. All expenses incurred by JC Roofing & Insulating, Inc. ("JC Roofing") to complete the Work, including permits, will be included in the Prize value.

c. A representative from JC Roofing will meet with the Homeowner to set up a free estimate, discuss job details, and sign a job contract ("Contract") and a Winner Certification of Eligibility and Release before any part of the Work is commenced. The Winner Certification of Eligibility and Release shall be in the form attached hereto as Exhibit A. The terms of the Contract, including the scope of the Work set forth therein, shall be consistent with the terms herein and shall also include such terms as are required by JC Roofing in its sole and absolute discretion. The Work includes labor and materials as determined by JC Roofing, up to the Prize value cap, but excludes (unless expressly included in the Contract): structural repairs, mold remediation, interior repairs, electrical work, solar removal/reinstallation, gutter work, any work required due to pre-existing code violations not directly related to the roof replacement, and any other work excluded at the sole and absolute discretion of JC Roofing.

d. If the Homeowner fails or refuses to provide the signed Contract or the signed Winner Certification of Eligibility and Release to KTIV and JC Roofing within three (3) days of being provided with such documents, the Homeowner shall be deemed to have forfeited the Prize and KTIV and JC Roofing shall be released from any and all obligations associated therewith as to the Homeowner.

e. If the first place Homeowner declines or otherwise forfeits the Prize, the Prize will default to the second-place entry, and KTIV and JC Roofing shall be released from any and all obligations associated therewith as to the first place Homeowner. If second place Homeowner declines or otherwise forfeits the Prize, the Prize is then permanently forfeited, and KTIV and JC Roofing shall be released from any and all obligations associated therewith as to the second place Homeowner, all other participants in the Promotion, and all other parties.

5. PROMOTION AND WINNER SELECTION

a. KTIV shall be responsible for the promotion, marketing and advertising of the Promotion pursuant to a separate agreement between KTIV and JC Roofing regarding the specific promotion, marketing and advertising associated herewith.

b. KTIV shall ensure that the contest terms herein related to all Participants and Homeowners shall be effectively communicated such that all Participants and

Homeowners are on notice of the terms and conditions that are associated with their participation in the Promotion.

c. Following the deadline for entries, all entries and related information shall be provided by KTIV to JC Roofing.

d. The first place Homeowner and the second place Homeowner will be chosen exclusively by JC Roofing in its sole and absolute discretion.

c. JC Roofing reserves the right to request additional information from any applicant for the purpose of determining the first place Homeowner and the second place Homeowner.

6. ADDITIONAL PROMOTION CONDITIONS

a. Selection of the winning Homeowner shall be in the sole and absolute discretion of JC Roofing, and all Participants, by participating in the Promotion, agree that there are no criteria, conditions, or merit, other than as specifically set forth herein, upon which the selection of the winner is based, and that such winner will be chosen in the sole and absolute discretion of JC Roofing, and all Participants agree to forever release and hold harmless the Released Parties (defined below) from any and all claims associated with the process employed for selecting the winner of the Promotion.

b. Payments of all federal, state and local taxes are solely the responsibility of the Homeowner, and Homeowner acknowledges that receipt of the Prize may have tax consequences for which the Homeowner is solely responsible to understand and to pay.

c. Participating in the Promotion and acceptance of a prize constitutes a winner's permission for KTIV and JC Roofing, or their agents to photograph, film and record each Homeowner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, KTIV may, where legal, require the Homeowner to sign a publicity release confirming such consent as a condition to and prior to acceptance of the Prize.

d. Prior to awarding any Prize, KTIV and/or JC Roofing in its sole discretion may require verification of winning Homeowner's identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, all Participants and Homeowners agree to release and hold harmless KTIV and JC Roofing, its sponsor(s) and promotional partner(s), its advertising and promotion

agencies, any social media platform utilized in the conduct of the Promotion, and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the Prize or participation in the Promotion.

h. To the fullest extent permitted by law, by participating in the Promotion, Participants understand and agree that:

i. The Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

ii. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

iii. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will Participants or Homeowners be permitted to obtain awards for attorneys' fees, and they hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

iv. Any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State of Iowa, without regard to the conflicts of laws and rules of that State;

vi. If for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial, and all Participants and Homeowners submit to the jurisdiction of the District Court for Woodbury County, Iowa, and waive all objections to the jurisdiction or venue of such court.

j. The invalidity or unenforceability of any provision of these contest terms, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

7. MISC.

- a. Each party represents and warrants that they have the full power and authority to enter into this Agreement and to perform the obligations contained herein.
- b. The terms of this Agreement shall be binding and enforceable upon the parties of this Agreement and all their respective beneficiaries, assigns, heirs, agents, and representatives.
- c. If any of the terms of this Agreement are determined by any court of competent jurisdiction to be illegal or invalid, the invalid part shall be severed from the remaining parts, paragraphs, terms, or provisions and have no effect on those remaining parts, paragraphs, terms, or provisions.
- d. This Agreement supersedes all prior proposals, promises, agreements, understandings and representations made by the Parties, whether oral, written or implied, with regard to the matters herein resolved and settled. The Parties agree that this Agreement is the entire agreement between the Parties. The Parties acknowledge they have carefully read and understand this document and its terms. This Agreement shall not be modified except by written instrument executed by the Parties.
- e. This Agreement shall be construed in accordance with, and be deemed governed by, the laws of the State of Iowa.
- f. The headings in this Agreement are for convenience only and do not constitute a part of this Agreement. They shall not affect the meaning or interpretation of any terms or provisions within this Agreement.
- g. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed original signatures for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have affixed their signatures on the date first written below.

KTIV

Print name and title

Date

JC ROOFING & INSULATING, INC.

John Cain, President

Date

Exhibit A

WINNER CERTIFICATION OF ELIGIBILITY AND RELEASE

**Please read this release before you sign it.
By signing this release you will be waiving legal rights.**

_____, 2026

KTIV
2929 Signal Hill Drive
Sioux City, IA 51108

JC ROOFING & INSULATING INC.
717 W. 16th Street
South Sioux City, NE 68776

To Whom It May Concern:

I (“Winner”) hereby acknowledge receipt of the following prize: Repair, replacement, or installation of one (1) residential roof, or any part thereof, not to exceed Ten Thousand Dollars (\$10,000) in value (sometimes referred to herein as the “Work” or the “Prize”). NO CASH VALUE. TOTAL APPROXIMATE RETAIL VALUE OF PRIZE NOT TO EXCEED \$10,000. The actual value of the Prize, not to exceed \$10,000, will be determined in the sole and absolute discretion of JC Roofing & Insulating, Inc. (“JC Roofing”) following and in accordance with the procedures set forth herein. All expenses incurred by JC Roofing to complete the Work, including permits, will be included in the Prize value. Winner must be a homeowner who can provide verification of ownership.

A representative from JC Roofing will meet with the Winner to set up a free estimate, discuss job details, and sign a job contract (“Contract”) and this Winner Certification of Eligibility and Release before any part of the Work is commenced. The terms of the Contract shall be consistent with the terms herein and shall also include such terms as are required by JC Roofing in its sole and absolute discretion. If the Winner fails or refuses to provide the signed Contract or the signed Winner Certification of Eligibility and Release to KTIV and JC Roofing within three (3) days of being provided with such documents, the Homeowner shall be deemed to have forfeited the Prize and KTIV and JC Roofing shall be released from any and all obligations associated therewith as to the Homeowner.

If the first place Homeowner declines or otherwise forfeits the Prize, the Prize will default to the second-place entry, and KTIV and JC Roofing shall be released from any and all obligations associated therewith as to the first place Homeowner. If second place Homeowner declines or otherwise forfeits the Prize, the Prize is then permanently forfeited, and KTIV and JC Roofing shall be released from any and all obligations associated therewith as to the second place Homeowner, all other participants in the Promotion, and all other parties.

I hereby acknowledge receipt of the Prize as the Winner in the **KTIV / J.C. ROOFING RESCUE MY ROOF** contest or promotion (the "Contest").

I understand and agree to be solely responsible for any and all taxes (federal, state, county, and local) and fees which may be payable due to my receipt and use of the Prize. I further understand that the Prize is for my use, and cannot be transferred, sold, or assigned to another person.

I represent that I have complied with all the rules and regulations of the Promotion and that I have perpetrated no fraud or deception in entering the Promotion or claiming the Prize. I further represent that I am not an employee of, nor is any of my immediate family an employee of, KTIV or J.C. Roofing, its affiliated companies or advertising agencies.

I agree to return to the JC Roofing any Prize which may be awarded to me if any statement made by me in this release is false.

I acknowledge that KTIV, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion, and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties"), which may indirectly owns, programs and/or provides other services to KTIV, and the officers, directors agents and employees of such Released Parties, are not acting as the contractor, manufacturer or distributor for the Prize. The Released Parties, acting as a consumer, acquired the Prize for the purpose of awarding the Prize to a winner in the Contest. With respect to any claims I may have as a result of the possession or use of the Prize, I covenant that I shall look solely to the contractor, manufacturer or distributor of the Prize and not the Released Parties. I acknowledge that the Released Parties have not made any representations or warranties with respect to the Prize.

I agree to INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS and COVENANT NOT TO MAKE A CLAIM OR SUE THE RELEASED PARTIES of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims") which I may have or hereafter have against the Released

Parties by reason of any injuries or damages that I may sustain, whether to my person, property or reputation, as a result of or incident to my participation in the Contest or the Prize.

I agree that if I commence, join in, or in any way seek relief through any suit arising out of, based upon or relating to any of the Claims released hereunder, or in any way assert against Released any of the Claims released hereunder, then I will pay to the Released Parties, in addition to any other damages caused to the Released Parties thereby, all costs including but not limited to attorney's fees, incurred by the Released Parties in defending or otherwise responding to said suit, action or claims.

I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP MY LEGAL RIGHT TO SUE THE RELEASED PARTIES AND/OR TO SEEK COMPENSATION FROM THE RELEASED PARTIES FOR ANY INJURIES OR DAMAGES THAT I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASED PARTIES OR MY PARTICIPATION IN THE CONTEST OR USE OF THE PRIZE.

I HAVE READ THIS RELEASE AND AGREE TO ALL OF ITS TERMS.

(signature)

Telephone

Address:

Date: _____

Social Security No.: _____