

**WODE AND WCTO'S "BROWN DAUB CRACK THE VAULT" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio stations WODE and WCTO (each a "Station," and together "Stations"), owned and operated by Cumulus Radio LLC, 2158 Avenue C, Suite 100, Bethlehem, PA 18017, during available business hours Monday through Friday, each Station's website at www.999thehawk.com and www.catcountry96.com or by sending a self-addressed, stamped envelope to the above address.

The Stations will conduct the **WODE and WCTO's "Brown Daub Crack The Vault"** contest (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

Eligibility. This Contest is open only to legal U.S. residents, excluding Florida and New York residents, who are age 18 or older at the time of entry with a valid Social Security number and who reside in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, who have not won a prize from the Station in the last seven (7) calendar days or a prize valued at \$500 or more in the last seven (7) calendar days, and whose immediate family members or household members have not won a prize from the Station in the last 7 days or a prize valued at \$500 or more in the 7 days. **Void where prohibited by law.** Employees of Stations, Brown Daub Dealerships ("Brown Daub"), Cumulus Radio LLC, Million Dollar Media, LLC, each of their respective parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Station's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Contest Period.** The Contest will begin at **12:01am ET on Monday, November 16, 2020** and will run through **11:59pm ET on Wednesday, December 2, 2020** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.** To enter:

(i) **Text Entry:** Submit a text entry using your mobile phone by 'texting' the designated key word, **'DUCK'** to the short code, **'67664'** along with your guess of the number of rubber duckies displayed at Brown Daub 512 in Bath, PA. Standard text messaging rates will apply. Maximum of one entry per person via text entry. Text entries must be received by 11:59pm ET on December 2, 2020. **Standard text messaging rates, as established by an individual's wireless carrier, may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. Limit one (1) entry per person per phone number.** Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry by using multiple/different telephone phone numbers, identities, or any other methods will void that participant from further participation in the Contest.

(ii) **Email Entry:** To submit an entry via email, send an email to contest@999thehawk.com or contest@CatCountry96.com with the phrase "Brown Daub Bank Vault Contest" in the subject line. In the body of the email, enter your first and last name, complete street address (no P.O. Boxes), city, state, zip code, daytime telephone number (including area code), and date of birth along with your guess of the

number of rubber duckies displayed at Brown Daub 512 in Bath, PA. Normal time rates, if any, charged by Internet service provider will apply. All email entries must be **submitted by 11:59 p.m. ET on December 2, 2020**. Incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for lost or stolen entries boxes, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. **Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.** In the event of a dispute as to any e-mail or text-entry registration, the authorized account holder of the e-mail address or mobile phone used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The "authorized mobile phone account holder" is the natural person listed on the account by the cellular service provider, associated with the mobile phone number used to submit the text entry. All entries received become the property of the Sponsor and will not be returned.

a.

4. **Winner Selection.** On or about 9am on Thursday, December 3, the Stations will identify ten (10) potential finalists in a random drawing among all eligible entries who have come closest to guessing the correct number **without going over number** of rubber ducks displayed at Brown Daub in Bath, PA. Maximum of one finalist per household. Each selected finalist ("Finalist") may be eligible to participate in the Grand Prize Contest (described below) and will be notified initially by phone of their selection. Any Finalist that cannot be reached or contacted to confirm their selection after an initial phone call to the number listed on their entry, may be disqualified and an alternate Finalist may be selected and notified, time permitting. During the finalist notification phone call, potential Finalist must confirm their eligibility, and indicate their willingness and ability to attend the Grand Prize Contest on December 5, 2020 at Brown Daub 512. Any selected Finalist who does not meet the eligibility requirements, does not wish to participate in the Grand Prize Contest, or who is unable or unwilling to attend the Grand Prize Contest will be disqualified. An alternate Finalist will then be randomly selected from all remaining eligible entries received, and notified per the procedures outlined above, time permitting. Only Finalists selected and notified by Stations will be eligible to participate in the Grand Prize Contest. All other entrants are ineligible. Finalist selection and participation is non-transferable. No other individual may participate on behalf of a selected Finalist. Decisions of judges in the selection of Finalists, and all matters related to this Contest are final. Selected Finalist(s) must be present at the date, time and location as specified by the Stations to participate in the Grand Prize Contest. Any Finalist who fails to appear by the required deadline as stated by Stations will be disqualified. Stations reserve the right in their sole discretion to change the date, time or location of the Grand Prize Contest. Finalists will be notified of any changes at the time of their selection and/or notification. **Stations reserve the right, in their sole discretion to randomly select replacement Finalists for any disqualified Finalists from anyone in attendance from the crowd on the day of the Grand Prize Contest. Difficulties with getting to location to enter or participate in the Grand Prize Contest are not the responsibility of Stations.**

5. **Grand Prize Contest.**

The predetermined winning (4) digit number for this grand prize contest (“Grand Prize Contest”) will be randomly pre-selected and placed in a sealed master envelope. The winning number will be programmed into the keypad and locking mechanism of the “bank vault” that will be used for all Grand Prize Contest attempts. Each Finalist will be given one opportunity to attempt open the “bank vault.” In order for it to be a valid attempt, each Finalist must complete the following in the presence of the Grand Prize Contest administrator:

- a) Print and sign their full name, email address along with their four (4) digit number guess on the first unoccupied line of the provided registration sign-in binder.
- b) After completing the registration binder, the contestant must enter their four (4) digit number guess exactly as recorded on the registration form into the digital keypad on the “bank vault”, **followed by the * key on the keypad.** (Example – if the contestant’s number guess is recorded as 1-2-3-4 on the registration form, then they must enter 1-2-3-4-* on the bank vault keypad. The *-key acts as an ‘enter’ button.)

Finalists are responsible for correctly entering their (4) digit number guess into the keypad exactly as recorded in the registration binder. No prize will be awarded for any attempt that is incorrectly entered into the keypad. Any attempt initiated without the presence of the Grand Prize Contest administrator will be void.

Claiming the Grand Prize: In order to claim the Grand Prize Contest prize, a Finalist must record the winning four (4) digit number (*as contained in the sealed master envelope*) in the registration binder, then unlock and open the “bank vault” only by means of entering that winning number into the keypad.

- a) The act of opening the “bank vault” door due to tampering, malfunction, damage, physical force or any means other than by entering the winning number into the keypad **does not** constitute a winning attempt. .
- b) The four (4) digit number recorded by the Finalist in the official registration binder and entered by that Finalist into the key pad on the “bank vault” must exactly match the predetermined winning four (4) digit number that was randomly pre-selected for the Grand Prize Contest, and that is contained in the sealed security envelope. The grand prize **will not** be awarded as a result of any of the following reasons including, but not limited to:
 - i. Any number recorded by the Finalist on the registration form and entered into the digital keypad that does not match the predetermined winning number contained in the sealed master envelope;
 - ii. Any tampering, malfunction, damage, or use of physical force that causes the “bank vault” to unlock or open;
 - iii. Finalist t who records the winning number on the registration form, but fails to correctly enter that number into the keypad.

A Grand Prize Contest that is temporarily postponed or permanently cancelled due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Stations and/or Cumulus Radio LLC (“Sponsor(s)”), will not be rescheduled. Neither Stations nor Sponsors make any representation or warranty about the safety of the Grand Prize Contest in light of COVID-19, and Sponsors cannot guarantee that any person will not be exposed during a Grand Prize Contest. By attending the Grand Prize Contest, participants acknowledge the risk of large group gatherings and assume all risks of attending a Grand Prize Contest, including any and all repercussions associated with attending the Grand Prize Contest.

6. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST FINALISTS AND WINNERS IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE

FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential finalists and winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential finalists may be notified by email and/or telephone call after the end date of the contest. The potential finalists will be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the contest prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, Station may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

7. **Prizes.**

- a) **Finalist Prize:** All eligible Finalists who are present at the Grand Prize Contest will be eligible to claim the prize (the “Finalist Prize”). The Finalist Prize is a prize pack from Cumulus Radio LLC and Brown Daub. **The approximate retail value (“ARV”) of the Finalist Prize is fifty dollars (\$50).** Exact prize and value to be determined by the Stations in their sole discretion.

- b) **Grand Prize.** A maximum of one (1) grand prize (“Grand Prize”) will be awarded to the first Finalist who successfully completes the Grand Prize Contest requirements according to these official rules. The Grand Prize Contest will end immediately following the first successful attempt, regardless of the number of completed attempts – and no additional Finalists will be allowed to participate. If the Grand Prize Contest requirements are not successfully completed during the Grand Prize Contest, then the Grand Prize will not be awarded. The Grand Prize is: a 2-year (24-month) prepaid lease on a 2020 Jeep Renegade from Brown Daub 512, with a maximum annual mileage allowance of 12,000 miles (24,000 total miles) and a maximum 2-year prepaid lease value not to exceed \$11,000 (\$458.33 per month). **The ARV of Grand Prize is eleven thousand dollars (\$11,000).** Winner accepts the vehicle AS IS and is solely responsible for any lease fees in excess of the stated amount, any damage to the vehicle, excess wear and tear, and overage costs for exceeding maximum mileage allowance per terms of prepaid lease agreement. In order to receive the Grand Prize, the winning Finalist must qualify for a standard 2-year pre-paid lease term per Jeep credit requirements, must comply with all the terms and sign all lease agreement paperwork, must present valid proof of driver’s license issued by the State of Pennsylvania and insurance. If the winner is unable to qualify for the lease, Brown Daub reserves the right, in its sole discretion, to award the cash value of the Grand Prize. The winner must accept delivery of the Grand Prize vehicle from Brown Daub designated dealer, or as otherwise specified by Brown Daub. Grand Prize Contest administrator will designate and specify available vehicle including make, model, color and options for winner’s Grand Prize award. Winner may not substitute, exchange, or apply the vehicle’s lease value towards a higher cost or alternate vehicle. Designated vehicle must be currently in designated dealer’s stock of inventory. Administrator reserves the right to award an alternate year model (i.e. 2019), if the 2020 model is not available at the time of Grand Prize award. Grand Prize winner is responsible for paying any and all sales tax on Grand Prize award at time of delivery. All other costs and expenses related to Grand Prize acceptance and use not specified herein as being provided are the sole responsibility of winner, including but not limited to tax, title, insurance, license and registration fees. Grand Prize is non-transferable and no cash redemption or prize substitution is allowed, except in Brown Daub’s sole discretion or as provided herein. Brown Daub reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

Other restrictions may apply. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein. The odds of being selected as a Finalist are based upon the total number of entries received. The odds of winning the Grand Prize Contest by entering the winning code in the vault are **1:10,000**. In the event there is no Grand Prize awarded, the odds of winning the bonus prize are 1:10 based upon all eligible Finalists being present at the Grand Prize Contest.

- c) **Bonus Prize:** In the event there is no Grand Prize finalist, Grand Prize Contest administrator will conduct a reverse drawing from among all eligible Finalists who are present at the Grand Prize Contest to select one bonus prize winner (“Bonus Prize”). The Bonus Prize is \$500 check. **The ARV of the Bonus Prize is Five Hundred Dollars (\$500).**

Prize winner(s) will be required to complete and return a W-9 form, affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid U.S. driver’s license and social security card before prize will be awarded. Winner will be issued a 1099 form reflecting the value of the prize and is responsible for paying all income taxes on prize. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation.

8. **Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Stations, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Stations, Cumulus Radio LLC, Brown Daub Dealerships, Million Dollar Media, LLC, Cumulus Media New Holdings, Inc., and each of their respective subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant’s entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant’s participation in the Contest and/or entrant’s acceptance, use, non-use or misuse of the prize.
9. **Publicity.** Except where prohibited, participation in the Contest constitutes entrant’s consent to use by the Station and its agent of entrant’s name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
10. **Taxes.** All State, Local, Federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
11. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station 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 Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an

attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
13. **Disputes.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.
14. **Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
15. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

CONTEST SPONSOR: Cumulus Radio LLC, 2158 Avenue C, Bethlehem, PA 18017.

PRIZE PROVIDER: Brown-Daub Dodge Chrysler Jeep Ram.