WODE, WEEX, WCTO, WWYY, WLEV "PAY YOUR HOLIDAY BILLS" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of any of radio stations: WODE, WEEX, WCTO, WWYY, WLEV and/or the websites of each of these participating radio stations set forth in Exhibit A hereto (individually a "Station" and collectively, the "Stations") located at 2158 Avenue C, Suite 100, Bethlehem, PA 18017, during available business hours Monday through Friday, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the WODE, WEEX, WCTO, WWYY, WLEV "Pay Your Holiday Bills" contest (the "Contest") substantially as described in these rules.

Participants acknowledge that the Contest is one (1) Allentown, PA Contest made up of five (5) Stations, as outlined in the attached <u>Exhibit A</u>. Each Station is conducting this Contest concurrently and simultaneously. By participating in this Contest, 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, age eighteen (18) years 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 7 days or a prize valued at \$500 or more in the last 7 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 last 7 days. Void where prohibited by law. Employees of Stations, Cumulus Radio 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 or around 5:00 a.m., ET on Monday, January 11, 2021 and will run on weekdays only through 11:59 p.m., ET on Sunday, January 31, 2021 (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.
- 3. **To Enter:** Entering this Contest is a two (2) step process. Listen to a for the secret keyword ("Secret Keyword") to be announced and then timely submit the correctly spelled Secret Keyword using one (1) of the methods listed below during each Contest round in order to receive one (1) entry into the corresponding Contest round:

Step One: Tune into and listen to a Station during the Contest Period. A Station may announce a different Secret Keyword per each week during the Contest Period (each a "Contest Round"), once per week, at approximately the top of the hour, from 5:00 a.m. through 5:00 p.m. (including within the 5:00 p.m. hour). ation will announce one (1) Secret Keyword during each of the possible three (3) Contest Rounds during duration of Contest. There will be one (1) different Secret Keyword announced during each week during the Contest Period. The Secret Keyword announced during a particular Contest Round will be the same Secret Keyword announced on all Stations during that same Contest Round.

<u>Step Two:</u> Listeners may either (i) text in an entry into a particular Contest Round to short code 67664 or 64636 or 68683 or 68255 using a mobile device or (ii) enter via the Free Alternative Method of Entry, but not both methods. There is no limit of entries per person/telephone number/email address per Contest Round, regardless of the method of entry chosen by a listener but only one entry will count towards submission. <u>Entry</u> by sending a text message will not improve your chance of winning.

(i) <u>Text Entry Method.</u> When listeners hear the Secret Keyword for a particular Contest Round, participants should <u>send a text message with the correct Secret Keyword to short code of either:</u> 67664 or 64636 or 68683 or 68255 (the one (1) correctly texted Secret Keyword is an "Entry"). All Secret Keywords for all Contest Rounds (up to one (1) entry per week during the Contest Period) must be correctly spelled and received into the texting system no later than 11:59 p.m. ET on Sunday of that same week that the Secret Keyword was announced, in order to be eligible to win a particular Contest Round's Prize. <u>Incorrect, misspelled, late, and/or texting system rejected entries will not be entered to win.</u> The text messaging method of entry is designed to work with most of the United States major wireless carriers, but the Station makes no guarantee that any particular wireless service provider will participate or that a wireless carrier's texting service will timely or accurately deliver the text message via the short code.

OR

(ii) <u>Free Alternative Method of Entry.</u> To enter a Contest Round without sending a text message during a designated a Contest Round, timely visit the website https://digitalivy.com/1YRGAB and fully complete the Entry Form by (a) correctly typing in the Secret Keyword for one (1) of the three (3) Secret Keywords announced during that week, (b) including a telephone number (cell phone or landline), including area code, and (c) timely submitting up to one (1) Secret Keyword(s) announced during that particular week. You must successfully submit the Secret Keyword(s) correctly spelled and your complete and accurate registration information no later than 11:59 p.m. ET on the Sunday of the same week that the Secret Keyword was announced in order to receive a valid entry. Incorrect, misspelled, late, and/or system rejected entries due to any technical misfunction will not be entered to win.

YOU MAY ENTRY AS MANY TIMES PER CONTEST ROUND, REGARDLESS OF WHICH METHOD OF ENTRY IS USED AND REGARDLESS OF HOW MANY EMAIL ADDRESSES AND/OR TELEPHONE NUMBERS A PERSON MAY POSSESS AND USE, AS OUTLINED ABOVE; THERE WILL ONLY BE ONE (1) ENTRY COUNTED. TEXTING IN THE ENTRY WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING.

4. Additional Details Regarding Entering the Contest

- a. <u>Listeners may participate to enter as often as possible, per telephone number, during the Contest Period.</u> Each Station, as outlined at the end of these Contest Rules in <u>Exhibit A</u>, will qualify participants up to one (1) time per week during the Contest Period. Listeners are allowed to text in or email, but not both, as many times as per each Contest Round, up to one (1) separate Contest Round each week, for an unlimited total of entries per week (Monday through Sunday) during the Contest Period (each correct Secret Keyword an "Entry" and collectively "Entries"). The one (1) Weekly Prize Winner will be chosen from all cumulative entries who correctly text in and all entries who enter via the free alternative method of entry to a particular Contest Round across Allentown, from all Stations who participate in a particular Contest Round, and whose text or completed entry form, if entering via the free alternative method of entry, is received no later than 11:59 p.m. EST on the Sunday of that same week that a specific Secret Keyword is announced. The maximum number of correct entries possible from a single person/telephone number/email address, per Contest Round is unlimited per person per Contest Round, regardless of the method of entry and regardless of how many email addresses and/or telephone numbers a person may possess and use.
- **b.** Contest Round Times May Vary. Actual Contest Round start times may vary. Individual Stations may first announce a Secret Keyword as early as five (5) minutes before the top of the hour and as late as fifteen (15) minutes past the top of the hour.
- C. REGARDLESS OF THE ACTUAL TIME(S) AT WHICH ANY PARTICIPATING STATION ANNOUNCES A SECRET KEYWORD, ENTRIES FOR A PARTICULAR CONTEST ROUND WILL ONLY BE ACCEPTED FROM AS EARLY AS FIVE

- (5) MINUTES BEFORE THE DESIGNATED CONTEST TIME AS LISTED IN <u>EXHIBIT A</u>, AND AS LATE AS 11:59 P.M. EST THAT SAME WEEK THAT A SPECIFIC SECRET KEYWORD IS ANNOUNCED.
- **d.** <u>May Announce Only Once or More Than Once.</u> A Station may, but is not obligated to, announce a particular Secret Keyword more than once; provided however, the number of times in which any Station may announce a Secret Keyword in any Contest Round may vary by individual Station(s) and/or by subsequent Contest Round(s) on that same Station.
- **e.** <u>May Spell the Secret Keyword.</u> A Station may, but is not obligated to, spell out the correct spelling of a Secret Keyword once or more than once; provided however, should a Station choose to spell out a Secret Keyword during a particular Contest Round such Station may vary whether or not it spells a Secret Keyword during any subsequent Contest Round(s) on that same Station.
- **TIME DELAY BETWEEN OVER-THE-AIR ANALOG SIGNAL AND INTERNET BROADCAST:** Due to the time delay that exists between a Station's analog over-the-air signal and a Station's online internet based stream or app, listeners who listen to a Station online or via an app may hear the Secret Keyword cue to enter later than listeners listening to a Station's analog over-the-air signal. As a result, the odds of an online listener winning a prize in this Contest may be diminished.
- **g. Bounceback Text Message.** If participants enter a Contest Round via text messaging, a participant may receive a bounce back text message (a response due to participant participating via the text messaging entry method) from Station with confirmation of Contest Round entry or letting the participant know they were not entered due to untimely or an incorrect entry, but will receive no additional offers, information or message content. Texts to the short code or an incorrect short code may result in one or more automatic bounce back messages, for which participants may incur a fee from his/her provider.
- h. <u>Complete and Timely Submitted Information.</u> Entries must contain <u>ALL</u> information requested, must be timely submitted, and must comply with all Content submission requirements set forth herein in order to be a valid entry. By participating in the Contest, participants agree that the Station may contact them via telephone at the number provided during registration or by text message, at the telephone number from which the text message entry was received.

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 or from any subsequent call to any potential winners. Any and all fees arising out of the transmission of a text message or subsequent phone calls in the case of winners shall be the sole and exclusive responsibility of the participant. Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry per Contest Round by using multiple/different telephone numbers, identities, email addresses, or any other method will void that participant from further participation in the Contest and future Contests. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late (whether due to participant's error or technical malfunction), incomplete, invalid, unintelligible, inappropriate or misdirected entries, all of which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the telephone number used to register will be deemed to be the one (1) and only one (1) participant. The "authorized account holder" is the natural person assigned the telephone number by the wireless carrier. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. No mail-in entries will be accepted.

5. Winner Selection; Weekly Prizes. On the following Monday after all Contest Rounds have concluded, Station will select one (1) entry per each Contest Round in a random drawing from among all the valid entries cumulatively received from each of two (2) entry methods listed above from all of the **5 Stations**, **as detailed on the attached Exhibit A**, who will then be deemed the potential weekly prize winner for each Contest Round, subject to verification of eligibility and compliance with these Contest Rules.

The potential weekly prize winner(s) will be contacted by the Station from a number with a 610 or 215 area code and using the telephone number that submitted the entry or the telephone number that was provided on the completed form, in the case of the free alternative method of entry. PARTICIPANTS MUST ANSWER THE TELEPHONE AND MUST AGREE TO HAVE THE TELEPHONE CONVERSATION RECORDED BY THE STATION AND AGREE TO BE INTERVIEWED FOR ANY BROADCAST OR COMMERCIAL RELEASE CONNECTED WITH THE CONTEST, IN ORDER TO BE DETERMINED A DESIGNATED WINNER AND TO HAVE THE PRIZE AWARDED. Should a contacted participant be unwilling to be recorded and/or interviewed, for any reason, then they forfeit the prize, are disqualified, and are no longer eligible to claim the weekly prize. The Station will make up to two (2) telephone call attempts within a three (3) minute timeframe, as determined in Station's sole discretion. The potential weekly prize winner's telephone number must be answered by a live person, and the person who texted in or submitted online entry must be immediately available. On the second (2nd) attempt to reach the potential weekly prize winner, telephone numbers answered by voicemail will be immediately disqualified and not eligible to win the weekly prize. Should a number be answered by a voicemail on the second attempt, the phone call is disconnected for any reasons, or the person is unavailable for any reason, the Station may select another potential weekly prize winner for that Contest Round in its sole discretion. This process will continue until a potential weekly prize winner answers the telephone. Station is not obligated to and will not leave a voicemail or other message when contacting a potential weekly prize winner, either on the first or second attempted phone call by the Station. The potential weekly prize winner may be awarded the Weekly Prize (as defined below). Station's decisions as to the Contest are final and binding. THE STATION RESERVES THE RIGHT TO DETERMINE AN ALTERNATE WINNER IN ACCORDANCE WITH THESE OFFICIAL RULES IN THE EVENT THAT ANY WINNER IS DISQUALIFIED, CANNOT BE CONTACTED, DOES NOT CONSENT TO BE RECORDED AND/OR INTERVIEWED, AND/OR IS DEEMED INELIGIBLE FOR ANY REASON, OR IS NOT AVAILABLE TO PARTICIPATE IN ANY APPLICABLE CONTEST EVENTS HOSTED BY STATION OR THE PARTICIPATING STATION WHERE PARTICIPANT RESIDES.

- 6. Verification of Potential Winner. THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNER(S) IS SUBJECT TO VERIFICATION BY STATION, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by telephone call after the random drawing, as outlined above and subject to meeting all the requirements, as outlined above in Section 5. The potential winner 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 within the required time period will be deemed to have accepted the 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 timely 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 contest 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 for that particular Contest Round.
- 7. Prizes. Up to three (3) weekly prizes (each, a "Weekly Prize") will be awarded in this Contest. Each Weekly Prize consists of \$500 in prepaid cash equivalent American Express gift cards that may be used anywhere cards are accepted. Approximate retail value of each Weekly Prize is Five Hundred Dollars (\$500.00). Winners are responsible for all taxes associated with prize receipt and/or use. In order to claim a

Weekly Prize, the identified person must (a) complete an affidavit of eligibility and a liability/publicity release (except where prohibited) and return to Station as outlined above in Section 6 and (b) provide a copy of a current government issued photo ID to Station. The Weekly Prize must be claimed within thirty (30) days of being verified as eligible to win, i.e. the winner is told he/she is eligible and given directions about claiming the prize, and must be claimed in-person by the winner of the Contest. Upon Station's receipt of the completed eligibility and liability release forms and verification of winner's identity, Weekly Prizes will be mailed to the winner's address provided to Station with the entry. Any Weekly Prize not claimed by close of business on the thirtieth (30th) calendar day after notification will be forfeited. NO PROXIES WILL BE **ALLOWED TO CLAIM A PRIZE FOR ANY REASON.** Odds of winning a Prize depend on a number of factors including the number of eligible entries received by Station during any Contest Round and the number of listeners participating at any given time from all of the Stations listed below in Exhibit A. Each Weekly Prize is non-transferable and no substitution will be made, except as provided herein at the Station's discretion. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

- **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 Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Cumulus Radio LLC, Cumulus Media New Holdings, Inc., each Station listed below in Exhibit A, and each of their respective subsidiaries, and affiliated companies, the prize suppliers and any other organizations responsible for Station, 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 a participant's participation in the Contest and/or participant's acceptance, use, non-use or misuse of the prize.
- **9. Publicity.** Except where prohibited by law, participation in the Contest constitutes Winner's consent to use by the Station and its agent of winner's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media now known or hereinafter created, worldwide, in perpetuity without further payment or consideration.
- **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. Providing a social security number is a condition precedent to being able to claim and be awarded a Prize in this Contest.
- 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 to preempt, cancel, suspend and/or modify the Contest, or any part of it, due to a matter of local, state, national, or

international importance, as determined in Station's sole discretion, and in accordance with FCC regulations. 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: (1) any incorrect or inaccurate information, whether caused by Station, participants, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, delays in entry or participation in the Contest due to the text receiving system reaching or nearing capacity, disconnections in telephone lines or network hardware or software and/or failures of any kind of a Participant's mobile service; (3) unauthorized human intervention in any part of the entry process or the Contest, including no obligation, liability, or responsibility whatsoever if individuals who do not listen to a Station receive the Secret Keyword(s) from third parties such as other listeners or from any other source; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant'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. Changes to the Contest or Changes to those Stations. If, for any reason, in the sole opinion of Station, this Contest is not capable of running as planned by reason of an Act of God, infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, system overload or any other causes, whether discovered or suspected by Station, which, in the sole opinion of the Station, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or any Contest Round(s), Station reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest and/or Contest Round(s), and/or provide alternative means of entry or any other changes to these contest rules that Station deems appropriate under the circumstances. The odds of winning this Contest and the number and identity of Stations administering and conducting this Contest may change during the Contest Period, including in the event of the sale or purchase of radio stations during the Contest Period. In the event of termination, suspension or modification of this Contest and/or Contest Round(s), a notice will be posted online on a Station's website, as listed below in Exhibit A, and/or announced on-air for those Stations who are no longer conducting the Contest and/or participating in a Contest Round.
- 14. Disputes. Participant agrees that: (i) 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; (ii) 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 Georgia State Court located in the City of Atlanta, Georgia; (iii) 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 (iv) under no circumstances will participant be permitted to obtain awards for, and participant 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 the participant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

- 15. Participant's Personal Information. Information collected from participants is subject to Station's Privacy Policy, which is available on the Stations' websites 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 telephone 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 the Stations' websites and/or text messaging service.
- **16. Allentown Simultaneous Contest.** The contest is one (1) Allentown contest made up of five (5) participating stations. Station is conducting this contest concurrently and simultaneously on several participating stations (5 Radio Stations) that are located in Allentown, pa. BY PARTICIPATING, PARTICIPANT ACKNOWLEDGES THIS IS ONE (1) Allentown, pa CONTEST WITH FIVE (5) PARTICIPATING STATIONS.
- **17. 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, Suite 100, Bethlehem, PA 18017.

PRIZE PROVIDER: Westgate Jewelers, 2367 Schoenersville Rd # M, Bethlehem, PA 18017.

EXHIBIT A

PARTICIPATING STATIONS

Market	Station Call Letters	Simulcast Call Letters	Station Website
Allentown/Bethlehem	WODE-FM		www.999thehawk.com
Allentown/Bethlehem	WCTO-FM	WWYY-FM	www.catcountry96.com
Allentown/Bethlehem	WLEV-FM		www.wlevradio.com
Allentown/Bethlehem	WEEX-AM	WTKZ-AM	www.lvfoxsports.com