

**WODE, WEEX, WCTO, WWYY, WLEV's "SERVICE ELECTRIC \$50,000 JACKPOT" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of any of radio stations: WODE, WEEX, WCTO, WWYY, and WLEV (individually a "Station" and collectively, the "Stations"), located at 2158 Avenue C, Suite 100, Bethlehem, PA 18017, during available business hours Monday through Friday, each Station's website at www.999thehawk.com, www.catcountry96.com, www.wlevradio.com, and/or www.lvfoxsports.com or by sending a self-addressed, stamped envelope to the above address .

The Stations will conduct the **WODE, WEEX, WCTO, WWYY, WLEV's "Service Electric \$50,000 Jackpot"** contest (the "Contest") substantially as described in these rules.

Each Station is conducting this Contest 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 twenty-one (21) years or older at the time of entry with a valid Social Security number and who reside in the Stations' Designated Market Area ("DMA") as defined by Nielsen Audio, who have not won a prize from any 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 any 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 Stations' 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 **8:00 a.m., ET on Monday, February 15, 2021** and will run on through **11:59 p.m., ET on Sunday, February 28, 2021** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. To Enter:

(i) **Text Entry Method.** During the Contest Period, join the VIP Text Club at 67664 or 64636 or 68683 or 68255 using a mobile device to receive a bounce back message with a code for a free spin on the virtual Service Electric \$50,000 Jackpot Machine. All new and current members will receive one code for the virtual Service Electric \$50,000 Jackpot Machine. **OR**

(ii) **Free Alternative Method of Entry.** To enter a Contest without sending a text message during the Contest Period, timely visit the website <http://www.???????> and fully complete the Entry Form by including a telephone number (cell phone or landline), including area code. You must successfully submit your complete and accurate registration information no later than 11:59 p.m. ET on the Sunday, February 28, 2021.

YOU MAY ENTRY ONCE, 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.

Commented [OB1]: Is this a phone app they will have to download?

Commented [KJ2R1]: No, they will use phone w/ internet to access link which is a webpage to use code

Commented [OB3]: Please include.

Commented [KJ4R3]: Waiting on Barry to link it to our backend before we can include the link

Commented [OB5]: If they get a text through online method of entry, they need to include cell phone only. Landline won't work, correct?

Commented [KJ6R5]: Correct may not use a landline phone, must have cell to text

Commented [KJ7R5]: Changing dates of contest

Commented [OB8]: Do they get an email with a code? e

Commented [KJ9R8]: Alternative method is email with a code

4. **Additional Details Regarding Entering the Contest**

a. **Listeners may participate to enter once, per telephone number, during the Contest Period.** Each Station will qualify participants up to one (1) time during the Contest Period. Listeners are allowed to text in or enter online, but not both, once during the Contest Period. Everyone that enters will receive a bounce back message or an email with a code and link for a free spin on the virtual Service Electric \$50,000 Jackpot Machine. **The maximum number of entries possible from a single person/telephone number/email address, is one, regardless of the method of entry and regardless of how many email addresses and/or telephone numbers a person may possess and use.**

Commented [OB10]: Please confirm. Can they spin online? Or does it have to be the phone app?

Commented [KJ11R10]: The link is online and do not need a separate app

b. **Bounce back Text Message.** If participants enter the Contest via text messaging, a participant will receive a bounce back text message from Station with code and link for a free attempt on the insurance-based virtual jackpot machine, 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. **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.**

c. **Complete and Timely Submitted Information.** Entries must contain ALL 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.*

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 Period 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. Stations are 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.

Winner Selection. Everyone entering the Contest will receive a bounce back message (if entered by text) or email (if entered online) with a code and link and will have one (1) attempt on the virtual insurance-based Service Electric \$50,000 Jackpot Machine, subject to verification of eligibility and compliance with these Contest Rules. An attempt constitutes receiving a unique code to initiate game play. In order to win a prize, the exact match of all the required winning logos must appear on the screen once all digital reels have stopped spinning. Grand prize-winning logos are 3 Service Electric logos on the win line. Secondly prize will be 3 matching fruits on the win line. Potential prize winner(s) who attempts a free spin on the virtual Service Electric \$50,000 Jackpot Machine should contact the Station if they win a prize. Grand prize message will read: Congratulations! You are the \$50,000 GRAND PRIZE WINNER! Please contact KJ Zabala, Promotions Director at k.j.zabala@cumulus.com for redemption instructions within 48 hours. Please make sure you provide your name, email address, phone number and unique code and you will be contacted within 48 hours. Secondary prize winner message will read: HOLY COW! You're a winner! Please contact k.j.zabala@cumulus.com for redemption instructions within 2 days. You will need to provide your name, email address, phone number and unique code and you will be contacted within 2 days after. **POSSIBLE GRAND PRIZE WINNER ANSWER THE TELEPHONE AND MUST AGREE TO HAVE THE TELEPHONE CONVERSATION RECORDED BY THE STATION AND MUST 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 possible grand 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 grand prize telephone number must be answered by a live person, and the person who texted in or submitted online the Entry must be immediately available. On the second (2nd) attempt to reach the**

Commented [OB12]: Please confirm re email. If they enter online –

Commented [KJ13R12]: They would get an email w/ link and code if they entered online

Commented [OB14]: This is not clear to me. How do they know whether it's secondary or grand? Need to provide more details here.

Commented [KJ15R14]: If 3 of kind Service Electric logos line up on the win line wins the grand prize and a message will appear they are a winner. If 3 of a kind fruit match on the win line, they will a secondary prize which would include prizes such as a free spin or coupon for free bag of Herr's Chips or Free McDonald's item.

Commented [OB16]: Will the potential winner call the station or will be called by the station? Revise please.

Commented [KJ17R16]: GP Winner will email first and then we will call winner for possible recording it

potential Grand Prize Winner, telephone numbers answered by voicemail will be immediately disqualified and not eligible to win the potential Grand 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 Grand Prize Winner for that Contest Round in its sole discretion. Station is not obligated to and will not leave a voicemail or other message when contacting a potential Prize Winner, either on the first or second attempted phone call by the Station. 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.

5. 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 should notify the station by email after receiving the prize message 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.

6. Prizes.

a. Secondary Prize. Up to 4500 secondary prizes (each, a "Secondary Prize") will be awarded in this Contest. There is a 15% odds of winning a Secondary Prize. Secondary Prize is either a free spin for another chance to win the grand prize, PA Lottery \$2 ticket, or any other prize, as determined by Station in its sole discretion valued up to \$5. Approximate retail value ("ARV") of each Secondary Prize is Five Dollars (\$5.00). Winners are responsible for all taxes associated with prize receipt and/or use. **ARV of all Secondary Prizes during this Contest Period is up to Fifty-Five Thousand Dollars (\$55,000.00).**

b. Grand Prize. One (1) grand prize (the "Grand Prize") may be awarded in this Contest. The Grand Prize is Fifty Thousand Dollars (\$50,000.00). It is likely that no, zero (0) Grand Prizes will be awarded in this Contest. Odds: 10,000,000:1. If no Contestant succeeds in spinning the required winning logos to win the Grand Prize, no Grand Prize will be awarded. All taxes on any prize awarded are the sole responsibility of the winner.

In order to claim a prize, the identified person must (a) complete an affidavit of eligibility and a liability/publicity release (except where prohibited) and return to Station and (b) provide a copy of a current government issued photo ID to Station. A prize must be claimed within thirty (30) days of being verified as eligible to win. Odds of winning a Prize depend on a number of factors including the number of eligible entries received by Station during any Contest Period and the number of listeners participating at any given time from all of the Stations. Each prize is non-transferable and no substitution will be made, except as provided herein at the Stations' discretion.

There is no substitution, transfer, or cash equivalent for prizes, except that the Stations may, in their 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.

Commented [OB18]: Please include.

Commented [OB19]: What does a "free spin" mean, another shot at winning the grand prize? Provide explanation please.

Commented [KJ20R19]: Yes, another chance at winning the grand prize

7. 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 Stations, Cumulus Radio LLC, Cumulus Media New Holdings, Inc., 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.

8. 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.

9. 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.

10. 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.

11. Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Stations, 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; (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.

Commented [OB21]: Where did this come from? It’s not in the general form and there is no Secret Keyword announced here.

Commented [KJ22R21]: I must have forgotten to remove

12. 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.

13. Entrant's Personal Information. Information collected from participants is subject to Stations' Privacy Policy, which is available on each 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.

14. 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.

PRIZE PROVIDER: Service Electric Cable TV & Communications, 2260 Ave A, Bethlehem, PA 18017.

CONTEST SPONSOR: Cumulus Radio LLC, 2158 Avenue C, Suite 100, Bethlehem, PA 18017.

