

CUMULUS RADIO'S "DAN + SHAY FLYAWAY" SWEEPSTAKES OFFICIAL RULES

A complete copy of these rules can be obtained at the office of any of the participating radio stations set forth below ("Stations"), owned and/or operated by Cumulus Media Holdings Inc. ("Sponsor"), during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to Sponsor at address below.

Sponsor will conduct the **Cumulus Radio's "Dan + Shay Flyaway" Sweepstakes** (the "Sweepstakes") substantially as described in these rules, and by participating, each participant agrees as follows:

NO PURCHASE IS NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.

1. Eligibility. This Sweepstakes is open only to legal U.S. residents who are age 21 or older at the time of entry and who reside in the Designated Market Area ("DMA") of a participating Station, as defined by Nielsen. Void where prohibited by law. Employees of the Stations, Sponsor, its parent company, affiliates, subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving a Station's listening area, and the immediate family members and household members of 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 Sweepstakes 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 Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sweepstakes Period. The Sweepstakes will begin at **12:01am ET on June 3rd, 2016** and will run through **2:59am ET on June 10th, 2016** (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.

3. How to Enter. You will automatically be entered into the Sweepstakes once you complete the following: (i) Visit the website for the participating Station in your DMA and click on the "Contest" link, (ii) click on the "Dan + Shay Flyaway" Sweepstakes link, and (iii) complete an entry form (each an "Entry Form"). All entries must be received by 2:59am ET on June 10th, 2016. **Limit one (1) Entry Form per person per day per email address during the Sweepstakes Period.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) Entry Form by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor and will not be returned. Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted.

4. Winner Selections. On June 10th, 2016, Sponsor will select one (1) Entry Form for the Grand Prize described below in a random drawing of all valid Entry Forms received from all participating Stations during the Sweepstakes Period. All winning entrants will be contacted using the email address and/or telephone number provided with the Entry Form and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners is final and binding in all matters related to the Sweepstakes. Failure to respond to the initial verification contact within 24 hours of notification will result in disqualification.

5. Verification of Potential Winner. **POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.** Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential winners will be notified by email and/or telephone call after the date of random drawing. Potential winners will be required to sign and return to Sponsor, within ten (10) 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. If a potential winner of any prize 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 a potential winner of a sweepstakes prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

6. Grand Prize. One (1) winner will receive the Grand Prize, which consists of round-trip coach airfare for two (2) from winner's city airport to Denver, CO; two (2) nights single-room, double-occupancy hotel room at the Brown Palace Hotel and Spa. Two (2) tickets to the July 7th, 2016 Dan + Shay concert, and two meet and greet passes. The trip package does not include any other meals, transportation, gratuities, travel insurance, baggage fees, miscellaneous airline fees, or any other expenses. Ground transportation and other expenses not specifically included in the Grand Prize description are the sole responsibility of the winner. **ARV of the Grand Prize \$2,100.** Grand Prize is non-transferable. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning Grand Prize depend on a number of factors including the number of eligible entries received during the Sweepstakes Period

and listeners participating at any given time. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

Grand Prize Trip must be taken July 7th – 9th, 2016. Winner and guests must travel on the same itinerary. Winner’s guest must be eighteen (18) years of age or older, unless winner is the parent or legal guardian of the guest. Grand Prize Trip is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion.

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 Sponsor, which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, its parent company, subsidiaries, and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all 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 Sweepstakes, 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 Sponsor 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 Sweepstakes and/or entrant’s acceptance, use, non-use or misuse of the prize.

8. Publicity. Except where prohibited, participation in the Sweepstakes constitutes winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, 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.

10. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’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 entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 entrant’s participation in the Sweepstakes or receipt or use, non-use or misuse of any prize. If for any reason an entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance or completion of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Disputes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of the winner, 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 Sweepstakes, 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 Sweepstakes, but in no event attorneys’ fees; and (iv) 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 the entrant and Sponsor in connection with the Promotion, 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 entrants is subject to Sponsor's Privacy Policy, which is available on every Cumulus radio station 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 on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion. Sponsor is not responsible for any incorrect or inaccurate information entered by website users, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to a Sponsor Station website.

14. Sweepstakes Results. A winners list may be obtained after June 27th, 2016 by sending a self-addressed stamped envelope to the Sweepstakes Sponsor identified below.

SWEEPSTAKES SPONSOR: CUMULUS MEDIA HOLDINGS INC., 3280 Peachtree Road, Suite 2300, Atlanta, GA 30305, Attn: "Dan + Shay Flyaway" Sweepstakes.

PARTICIPATING STATIONS:

Market City	Market State	Calls	Band	Format
Abilene	TX	KBCY	FM	Country
Albany	GA	WKAK	FM	Country
Albany	GA	WNUQ	FM	Country
Albuquerque	NM	KBZU	FM	Country
Albuquerque	NM	KRST	FM	Country
Allentown/Bethlehem	PA	WCTO	FM	Country
Amarillo	TX	KARX	FM	Country
Amarillo	TX	KPUR	FM	Country
Ann Arbor	MI	WWWW	FM	Country
Appleton	WI	WPKR	FM	Country
Atlanta	GA	WKHX	FM	Country
Beaumont	TX	KTSB KAYD	FM FM	Country
Birmingham	AL	WZRR	FM	Country
Blacksburg	VA	WPSK	FM	Country
Bloomington	IL	WBWN	FM	Country
Bloomington	IL	WJBC	FM	Country
Boise	ID	KIZN	FM	Country
Boise	ID	KQFC	FM	Country
Charleston	SC	WIWF	FM	Country
Chattanooga	TN	WOGT	FM	Country
Cincinnati	OH	WNNF	FM	Country
Colorado Springs	CO	KATC	FM	Country
Columbia	SC	WOMG	FM	Country
Columbia/Jefferson City	MO	KBBM	FM	Country
Columbus/Starkville	MS	WKOR	FM	Country
Dallas/Fort Worth	TX	KPLX	FM	Country
Dallas/Fort Worth	TX	KSCS	FM	Country
Des Moines	IA	KHKI	FM	Country

Des Moines	IA	KJYJ	FM	Country
Detroit	MI	WDRQ	FM	Country
Detroit	MI	WDRQ-H2	FM	Country
Erie	PA	WXTA	FM	Country
Fayetteville	AR	KAMO	FM	Country
Fayetteville	AR	KRMW	FM	Country
Flint	MI	WFBE	FM	Country
Florence	SC	WHLZ	FM	Country
Fort Smith	AR	KLSZ	FM	Country
Fort Smith	AR	KOMS	FM	Country
Fort Walton Beach	FL	WYZB	FM	Country
Fresno	CA	KSKS	FM	Country
Grand Rapids	MI	WTNR	FM	Country
Green Bay	WI	WPCK	FM	Country
Harrisburg	PA	WHGB	FM	Country
Harrisburg	PA	WZCY	FM	Country
Huntsville	AL	WWFF	FM	Country
Indianapolis	IN	WFMS	FM	Country
Knoxville	TN	WIVK	FM	Country
Kokomo	IN	WWKI	FM	Country
Lafayette	LA	KXKC	FM	Country
Lake Charles	LA	KQLK	FM	Country
Lake Charles	LA	KYKZ	FM	Country
Lancaster	PA	WIOV	FM	Country
Lexington	KY	WLXX	FM	Country
Lexington	KY	WVLK	FM	Country
Macon	GA	WDEN	FM	Country
Melbourne	FL	WHKR	FM	Country
Memphis	TN	WGKX	FM	Country
Montgomery	AL	WLWI	FM	Country
Muncie	IN	WMDH	FM	Country
Muskegon	MI	WLAW	FM	Country
Myrtle Beach	SC	WLFF	FM	Country
Nashville	TN	WKDF	FM	Country
Nashville	TN	WSM	FM	Country
New Orleans	LA	WRKN	FM	Country
New York	NY	WNSH	FM	Country
Oxnard-Ventura	CA	KHAY	FM	Country
Pensacola	FL	WXBM	FM	Country
Peoria	IL	WFYR	FM	Country
Reno	NV	KBUL	FM	Country
Salt Lake City	UT	KUBL	FM	Country
San Francisco	CA	KSAN	HD	Country
Savannah	GA	WJCL	FM	Country

Savannah	GA	WZAT	FM	Country
Shreveport	LA	KRMD	FM	Country
Stockton	MO	KRWP	FM	Country
Stockton / Modesto	CA	KATM	FM	Country
Toledo/Monroe	OH	WKKO	FM	Country
Toledo/Monroe	OH	WMIM	FM	Country
Topeka	KS	KTOP	FM	Country
Tri-Cities	TN	WKOS	FM	Country
Tucson	AZ	KIIM	FM	Country
Wichita Falls	TX	KLUR	FM	Country
Wichita Falls	TX	KOLI	FM	Country
Wilkes-Barre	PA	WSJR	FM	Country
Wilmington	NC	WWQQ	FM	Country
Worcester	MA	WORC	FM	Country
Youngstown	OH	WQXK	FM	Country