## CUMULUS MEDIA RADIO STATION GROUP'S

## "WIN PAUL RODGERS MIDNIGHT ROSE LP" NATIONAL CONTEST OFFICIAL RULES

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

Sponsor will conduct **Cumulus Media Radio Station Group's "WIN PAUL RODGERS MIDNIGHT ROSE LP" National 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 OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.
- 2. Eligibility. This National Contest is open only to legal U.S. residents who are age eighteen (18) or older at the time of entry and who reside in the Designated Market Area ("DMA," as defined by Nielsen Audio). A complete list of all Participating Stations can be found at the end of these Contest Rules. Void where prohibited by law. Employees of the Participating Stations, Sponsor, its parent company, affiliates, subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving a Station's DMA, 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 National 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 Sponsor's decisions, which are final and binding in all matters related to the National Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. Contest Period. The National Contest will begin at 12:01a.m., ET on September 18, 2023 and will run through 11:59 p.m., PT on September 24, 2023 (the "Contest Period"). Sponsor's computer is the official time keeping device for this National Contest.
- **4. How to Enter.** To enter:
  - Online Visit the website of one (1) of the Participating Stations, as listed below, in the DMA where you reside and click on the "Contest" link and complete an entry form. All entries must be received by 11:59 p.m., PT on September 24, 2023. Limit one (1) entry form per person, per day, per Participating Station during the National Contest Period, regardless of how many email addresses a person may have and use. 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.
- 5. Winner Selection. On or about September 25, 2023, Sponsor will select eight (8) entry forms for the Prizes described below in a random drawing of all valid entry forms received from all Participating Stations during the Contest Period. The 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 National Contest and the selection of the potential winners are final and binding in all matters related to the National Contest. Failure to respond to the initial verification contact within twenty-four (24) hours of notification will result in disqualification and forfeiture of the prize.
- VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE NATIONAL CONTEST. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Specifically, at the time of entry the potential winner MUST be domiciled in a DMA of a Participating Station whose website the potential winner used to enter. Potential winners will be notified by telephone call after the date of the random drawing. Potential winners will be required to sign and return to Sponsor, 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 their 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 the prize. In the event that a potential winner of a Contest 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. A winner who accepts a prize cannot rescind their acceptance and/or return the prize.
- 7. Prizes. Up to seven (7) Runner Up Prizes will be awarded in this Nationwide Contest. Each Runner Up Prize consists of one (1) Paul Rodgers *Midnight Rose* vinyl LP album and one (1) autographed album artwork insert. Approximate Retail Value ("ARV") of each Runner Up Prize is Fifty Dollars (\$50). One (1) Grand Prize will be awarded in this Nationwide Contest. The Grand Prize consists of one (1) Paul Rodgers *Midnight Rose* vinyl LP album, one (1) autographed album artwork insert, and one autographed tambourine. ARV of the Grand Prize is One Hundred Dollars (\$100). Total aggregate ARV of all prizes

awarded in this Contest is up to Four Hundred Fifty Dollars (\$450). Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize depend on a number of factors including the number of eligible entries received by all Participating Stations during the Contest Period and listeners participating from all Participating Stations at any given time. The odds of winning this Contest and the number and identity of radio stations participating in this Contest may change during the Contest Period, including in the event of the sale or purchase of radio stations during the Contest Period. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

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 tickets and/or 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 Sponsor, which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor, its subsidiaries, 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 by law, participation in the Contest constitutes winner's consent to use by the Sponsor and its agents of winner'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.
- **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. Sponsor 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 Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, 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 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, 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.
- 12. Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Station, Sponsor, 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, or disconnections in phone lines or network hardware or software; (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 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, Sponsor 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 Participating Stations. If, for any reason, in the sole opinion of Sponsor, this Contest or any Participating Station 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 Sponsor, which, in the sole opinion of the Sponsor, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest, and/or remove a Participating Station, and/or provide alternative means of entry or any other changes to these contest rules that Sponsor deems appropriate under the circumstances. In the event of termination, suspension or modification of this contest, a notice will be posted online and/or announced on-air.
- 14. Disputes. Entrant 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 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, Stations, and Sponsor 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. Entrant's Personal Information.** Information collected from entrants is subject to Sponsor'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 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 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 a Sponsor Participating Station(s)' website.
- **16. Nationwide Simultaneous Contest.** THE CONTEST IS ONE (1) NATIONAL CONTEST MADE UP OF MANY PARTICIPATING STATIONS, AS OUTLINED BELOW. SPONSOR IS CONDUCTING THIS CONTEST CONCURRENTLY AND SIMULTANEOUSLY ON SEVERAL PARTICIPATING STATIONS THAT ARE LOCATED IN VARIOUS STATES AND THOSE RESPECTIVE VARIOUS TIME ZONES WHERE A STATION IS LOCATED.
- 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 Sponsor identified below.

CONTEST SPONSOR: CUMULUS MEDIA NEW HOLDINGS INC., 780 Johnson Ferry Rd NE, Suite 500, Atlanta, GA 30342, Attn: "WIN PAUL RODGERS MIDNIGHT ROSE LP" Contest.

PRIZE PROVIDER: Sun Records, 3106 Belmont Blvd, Nashville, TN 37212

## **PARTICIPATING STATIONS:**

City	State	Station
Abilene	TX	KHXS-FM
Albuquerque	NM	KDRF-FM
Allentown/Bethlehem	PA	WODE-FM
Appleton	WI	WVBO-FM
Baton Rouge	LA	WRQQ-FM
Bloomington	IL	WJEZ-FM
Boise	ID	KKGL-FM
Buffalo	NY	WGRF-FM
Buffalo	NY	WHTT-FM
Charleston	SC	WIWF-FM
Chattanooga	TN	WSKZ-FM
Chicago	IL	WLS-FM
Cincinnati	OH	WGRR-FM
Cincinnati	OH	WOFX-FM
Colorado Springs	CO	KKFM-FM
Columbia	SC	WOMG-FM
Columbia/Jefferson City	MO	KJMO-FM
Des Moines	IA	KGGO-FM
Erie	PA	WQHZ-FM
Eugene	OR	KZEL-FM
Flint	MI	WWCK-AM
Florence	SC	WMXT-FM
Grand Rapids	MI	WLAV-FM
Green Bay	WI	WKRU-FM
Green Bay	WI	WOGB-FM
Harrisburg	PA	WTPA-FM
Indianapolis	IN	WJJK-FM
Kansas City	KS	KCFX-FM
Kansas City	KS	KCMO-FM

Lake Charles	LA	KKGB-FM
Melbourne	FL	WROK-FM
Lexington	KY	WLXX-FM
Minneapolis	MN	KQRS-FM
Montgomery	AL	WXFX-FM
Muskegon	MI	WLCS-FM
Myrtle Beach	SC	WSYN-FM
New London	CT	WMOS-FM
Oklahoma City	OK	KKWD-FM
Oxnard-Ventura	CA	KRUZ-FM
Pensacola	FL	WJTQ-FM
Peoria	IL	WGLO-FM
Saginaw	MI	WILZ-FM
San Francisco	CA	KSAN-FM
Savannah	GA	WIXV-FM
Stockton / Modesto	CA	KHKK-FM
Tallahassee	FL	WGLF-FM
Toledo/Monroe	OH	WRQN-FM
Toledo/Monroe	OH	WXKR-FM
Topeka	KS	KDVV-FM
Topeka	KS	KWIC-FM
Tri-Cities	TN	WQUT-FM
Tucson	AZ	KHYT-FM
Wichita Falls	TX	KYYI-FM
Wilmington	NC	WKXS-FM
Worcester	MA	WWFX-FM
York	PA	WSOX-FM
Youngstown	OH	WYFM-FM