

**96.9 THE FOX'S "20<sup>TH</sup> BIRTHDAY BASH" CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station WWWW ("Station"), owned and operated by Cumulus Broadcasting LLC. or one of its subsidiary companies, 491 S Washburn, Suite 400, Oshkosh, WI 54904, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **96.9 The Fox "20<sup>th</sup> Birthday Bash"** 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, age twenty-one (21) or 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 **thirty (30) days** or a prize valued at \$500 or more in the **last thirty (30) days**, and whose immediate family members or household members have not won a prize from the Station in the last **thirty (30) days** or a prize valued at \$500 or more in the **thirty (30) days**. **Void where prohibited by law.** Employees of Cumulus Broadcasting LLC, its 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 **12:00 p.m., CT on March 14, 2019** and will run through **5:00p.m., CT on March 30, 2019** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.** You will automatically be entered into the Contest once you complete one of the following:

(i) **On-Air:** Listen to the Station weekdays at during the Contest Period. The Station will announce that it is time to call in to win access to the party. Be the ninth caller to win access for them and one (1) guest to attend our 96.9 The Fox 20<sup>th</sup> Birthday Bash on March 30, 2019. **Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:** Due to the time delay that exists between the Station's analog over-the-air signal and the Station's online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station's analog over-the-air signal. As a result, the odds of an online listener entering this Contest on-air may be diminished.

(ii) **Online:** Visit the Station's website [www.fox969.com](http://www.fox969.com) during the Contest Period, click on the "Contest" link, click on the "96.9 The Fox Birthday Bash" Contest link, and complete an entry form. All entries must be received by 11:59 pm CT on March 27, 2019 to be eligible for the drawing. **Limit one (1) entry per person per email address.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Station 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 the telephone number by the wireless carrier or 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 Station and will not be returned. Station 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 Selection. *Attend the Grand Prize Event Selection of Website and Texting Entrants.*** A total of fifty (50) entrants will be selected to attend the 20<sup>th</sup> Birthday Bash: twenty-five (25) will qualify on-air and twenty-five (25) will be selected via the online entry by a random drawing. Email entrants will be notified if they have been selected to attend the Birthday Bash on March 28, 2019 at or around 10:00am CT. Email entrants will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Station’s decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within forty-eight (48) hours of notification will result in disqualification.

***Grand Prize Event.*** During the 96.9 The Fox 20<sup>th</sup> Birthday Bash scheduled for Saturday, March 30, 2019 (unless otherwise stated on-air due to weather), Station will select entries in a random drawing from among all valid entries received by Station between 7:00pm and entered 8:00pm CT for various prizes and/or for entrants to compete in contests for the chance to win prizes. ***Contestants must fill out a contestant entry form upon registering at the event, be and remain present at all times in order to win any prize.*** Should a person not identify or present himself or herself within sixty (60) seconds of his/her name being called, then that person will be deemed no longer present and immediately disqualified, and will no longer be eligible to win any prize, even if he/she presents later and/or returns to the premises. Each winner/contestant must be present to participate and/or be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). **NO PROXIES WILL BE ALLOWED FOR ANY REASON.** Station’s decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest.

5. **GRAND PRIZE EVENT. How To Enter To Win Prizes at the 96.9 The Fox 20<sup>th</sup> Birthday Bash.** Attend the Birthday Bash at Fletch’s Local Tap House, 566 N Main St, Oshkosh, WI 54901 on Saturday, March 30, 2019, and enter the event via guest list obtained by one (1) of the means outlined above in Section 3, between 7:00pm CT and 8:00pm CT and complete the contestant entry form provided at check-in to be eligible for prizes. Only one (1) entry per person will be accepted. **YOU MUST REGISTER NO LATER THAN 8:00 PM AND REMAIN PRESENT TO WIN ANY PRIZE.**

6. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS 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 may be notified by email and/or telephone call after the date of random drawing and/or winner determination. 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 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.**

**Grand Prize.** One (1) grand prize will be awarded at the Birthday Bash. The grand prize is a trip to Nashville, Tennessee to see lovelytheband. Trip Details, including travel and lodging to be finalized by Red Music and will coordinate with the winner on travel and lodging details **ARV two-thousand four-hundred dollars (\$2,400)** as provided by Red Music. Travel dates to be mutually agreed upon by winner and Atlantic Records. Winner and guest must travel on the same itinerary. Winner's guest must be eighteen (18) years of age or older. Grand Prize Trip is non-transferable and no substitution will be made except as provided herein at the Station's sole discretion

**Runner-Up Prizes.** Additional prizes will be awarded throughout the night via random drawing to participate in games with Station on-stage. *Contestants must be present to win.*

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 Station, Cumulus Media Inc., and its 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 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, 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: (1) 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; (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, 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: (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 state court located in the Station's listening area; (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 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.

**PRIZE PROVIDERS: Cumulus Broadcasting LLC, WWWX, 491 S Washburn St, Suite 400, Oshkosh, WI 54901; Red Music, 25 Madison Ave, New York, NY, 10010**

**CONTEST SPONSOR: Cumulus Broadcasting LLC., WWWX 491 S Washburn, Suite 400, Oshkosh, WI 54904.**