

CLUSTER OF RADIO STATIONS IN WILKES-BARRE, PENNSYLVANIA

“GAS AND GROCERIES” CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station WMGS, WBHT, WBSX, WSJR (collectively “Station”), owned and operated by Cumulus Radio LLC 600 Baltimore Drive, Wilkes-Barre, Pennsylvania 18702, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the “**Gas and Groceries**” 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, 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 **30 days** or a prize valued at \$500 or more in the **90 days**, and whose immediate family members or household members have not won a prize from the Station in the last **30 days** or a prize valued at \$500 or more in the **90 days. Void where prohibited by law.** Employees of Cumulus Radio 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 **8:00am ET on November 19, 2018** and will run through **5:00pm ET on December 14, 2018** (the “Contest Period”). This Contest will not be played on Thanksgiving Day (November 22) or Black Friday (November 23). The Station’s computer is the official time keeping device for this Contest.

3. **How to Enter.** To enter:

Entering this Contest is a two (2) step process. **STEP ONE:** Listen to a Participating Station for the Winning Hour of the Day to be announced during the 8:00 am hour. Winning hour of the day will be announced between 8:00 am and 8:59 am. Then listen again to the Participating Station during the winning hour of the day’s hour later that same day. The winning hour of the day will fall between 11:00 am and 5:00 pm. Once the cue-to-call sounds during that winning hour of the day, then timely submit the correctly-spelled Secret Keyword using one (1) of the methods listed below during the Contest Round in order to receive one (1) entry into the corresponding Contest Round:

STEP TWO: Listeners may either (i) text in an entry to short code 68683 using a mobile device or (ii) enter via the Free Alternative Method of Entry. Limit One (1) Entry per person/telephone number/email address per each Secret Keyword, regardless of the method of entry. Entry by sending a text message will not improve your chance of winning:

(i) **Text Entry Method.** When listeners hear the Secret Keyword announced, participants should send a text message with the correct Secret Keyword to short code 68683 (the one (1) correctly texted Secret Keyword is an “Entry”). All entries must be correctly spelled and received into the texting system no later than sixty (60) minutes past the winning hour of the day when a Secret Keyword is announced, in order

to be eligible to win that hour/Contest Round's prize. Incorrect, misspelled, late and/or texting system rejected entries will not be entered to win. 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. **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. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. Limit one (1) entry per person per phone number.** Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry by using multiple/different telephone phone numbers, identities, or any other methods will void that participant from further participation in the Sweepstakes.

(ii) **Free Alternative Method of Entry.** To enter a Contest Round without sending a text message timely visit the Participating Station's website located at www.magic93fm.com, www.979x.com, www.97bht.com or www.nashfm937.com, and fully complete the Entry Form by (a) correctly typing in the Secret Keyword, (b) including a telephone number (cell phone or landline), including area code, and (c) timely submitting the designated Secret Keyword. You must successfully submit the Secret Keyword correctly spelled and your complete and accurate registration information no later than sixty (60) minutes past the winning hour of the day when a Secret Keyword is announced in order to receive a valid entry. Limit One (1) Entry per person/telephone number/email address per each Secret Keyword given regardless of which method of entry is used, as outlined above. Any attempt by any participant to submit more than one (1) entry per Secret Keyword 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. **Additional Details Regarding Entering the Contest**

- a. **Listeners may participate one (1) time each weekday, per telephone number/email address, during the Contest Period, regardless of the entry method used by Participant.** The Station will qualify participants one (1) time per weekday during the Contest Period. Listeners are allowed to text in or fill in the online form, but not both, once per day during the Contest Period. The Daily Prize Winner will be chosen from all the entries who correctly text in and all entries who enter via the free alternative 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 sixty (60) minutes past the winning hour of the day after the Secret Keyword is announced. The maximum amount of correct entries possible from a single telephone number/email address/per person is limited to One (1) Entry per person/telephone number/email address, regardless of the method of entry. Therefore, multiple entries of the same Secret Keyword via text and/or the free alternative method of entry will not increase the chances of winning.
- b. **May Spell the Secret Keyword.** The 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 the Station choose to spell

out a Secret Keyword on any given day then the Station may vary whether or not it spells a Secret Keyword during any subsequent days of the Contest.

- c. **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 internet based stream or app, listeners who listen to the Station online or via an app may hear the Secret Keyword cue to enter later than listeners listening to the 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.

4. d. **Bounceback Text Message.** Participants may receive a bounce back text message (a response due to Participant participating) from the Station with confirmation of 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. 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. 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. Any and all fees arising out of the transmission of a text message shall be the sole and exclusive responsibility of the Participant. Multiple participants are not permitted to share the same telephone number. **Winner Selection.** After the entry period has ended and no later than two (2) hours after the entry period has ended, Station will select one (1) Entry 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 up to four (4) Stations, who will then be deemed the potential Daily Prize Winner, subject to verification of eligibility and compliance with these Contest Rules. The potential Daily Prize Winner will be contacted by the Station from the number of 570-824-9000 and using the telephone number that submitted the Entry or the telephone number that was provided on the completed form for 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.** The Station will make up to two (2) telephone call attempts within a three (3) minute timeframe, as determined in the Station's sole discretion. The potential Daily Prize Winner's 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 potential Daily Prize Winner, telephone numbers answered by voicemail will be immediately disqualified. Should a number be answered by a voicemail on the second attempt or the person is unavailable for any reason, the Station may select another potential Daily Prize Winner in its sole discretion. This process will continue until a potential Daily Prize Winner who entered the Contest answers the telephone. Station is not obligated to and will not leave a voicemail or other message when contacting a potential Daily Prize Winner. The potential Daily Prize Winner may be awarded the prize (subject to verification of eligibility and compliance and continued compliance with the terms of these rules). 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, 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 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 telephone call after the random drawing, as outlined above. 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. 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.** Up to nineteen (20) Prizes will be awarded in this contest. On Mondays, Tuesdays, Wednesdays and Fridays during the Contest Period the Grand Prize Winner will receive \$100 in free gas via gift card provided by Vantage Trust Federal Credit Union and \$100 in free groceries provided by Gerrity's Supermarkets. **ARV** of Prizes awarded on Mondays, Tuesdays, Wednesdays, and Fridays is two hundred dollars (**\$200**). On Thursdays during the Contest Period the Grand Prize is a \$500 gift card for gas provided by Vantage Trust and a \$500 gift card for groceries provided by Gerrity's Supermarkets. **ARV of Grand Prizes awarded on Thursdays is \$1000.** One (1) winner will be chosen on Thursday, **November 29 and December 6. On Thursday, December 13, two (2) Grand Prize winners will be chosen. 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 during the Contest Period and listeners participating at any given time.

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.

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 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.

8. **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.
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.** 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.
11. **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.
12. **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.
13. **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.

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.

CONTEST SPONSOR: Cumulus Radio LLC, WMGS, WBHT, WBSX, WSJR. 600 Baltimore Drive, Wilkes-Barre, PA 18702.