

CUMULUS BROADCASTING-FORT WALTON BEACH “HEROES & HARD WORKERS AWARD” CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station WFTW, WKSM, WNCV, WYBZ and WZNS (“Stations”), 225 NW Hollywood Boulevard, Fort Walton Beach, FL, during available business hours Monday through Friday, on the Stations’ websites (WFTW: www.WFTW.com), (WKSM: www.WKSM.com), (WNCV: www.WNCV.com), (WYBZ: www.NASHFM1055.com) or (WZNS: www.Z96.com) or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **Cumulus “Heroes & Hard Workers Award”** Contest (the “Contest”) substantially as described in these Official Rules:

1. **Eligibility.** This Contest is open to businesses (including offices, facilities, non-profit organizations, retail stores, and the like) (each, a “Local Business”) located within Walton, Okaloosa, or Santa Rosa Counties, Florida, in the Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio, that are nominated by one or more Station listeners (each, a “Nominating Listener”). The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes each Local Business’s and each Nominating Listener’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 the prize is contingent upon fulfilling all requirements set forth in these Official Rules and as otherwise instructed by Station from time to time during the Contest.

Employees of Station, Cumulus Broadcasting LLC, and each of their 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 **12:01 a.m. CT on Monday, September 20, 2021** and will run through **11:59 p.m. CT on Tuesday, March 8, 2022** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.
3. **How to Enter.** During the Contest Period, each Nominating Listener must:
 - Visit one of the Stations’ websites, located at www.wftw.com, www.wksm.com; www.wncv.com, www.NASHFM1055.com, or www.Z96.com
 - Click on the “Contest” link
 - Click on the “Heroes & Hard Workers Award” contest link
 - Complete the nomination form for the Nominating Listener’s nominated Local Business, including the Local Business’s name, address, phone number, and how the nominated Local Business has made an impact in our community. All nominations must be received by 11:59 p.m. CT on March 8, 2022 for the Local Business to be eligible for a chance to win a prize. 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 nomination, the Station will select an alternate Local Business.

4. **Winning Local Business Selection.** On or about 8:00 a.m. CT on the Wednesdays listed below (each, a “Selection Day”), Station will select one (1) Local Business in a random drawing from among all Local Businesses with at least one valid nomination from Nominating Listeners received by Station through 11:59pm CT the immediately prior day (each selected Local Business, a “Winning Local Business”). **LIMIT ONE PRIZE PER LOCAL BUSINESS.**

Selection Days:

October 13, 2021

November 10, 2021

December 8, 2021

January 12, 2022

February 9, 2022

March 9, 2022

5. **Prizes.** There will be six (6) Winning Local Businesses (one for each Selection Day). Each Winning Local Business will receive:

- (a) Gift card(s) provided by Eglin Federal Credit Union. Approximate retail value (“ARV”): \$250;
- (b) One (1) “Heroes & Hard Workers Award” customized plaque courtesy of The Trophy Center in Fort Walton Beach, FL. ARV: \$100;
- (c) Two (2) twelve-packs of Mountain Dew soft drinks. ARV: \$12; and
- (d) Two Station t-shirts. ARV: \$30.

The ARV of each prize is Three Hundred Ninety-Two Dollars (\$392).

THE TOTAL ARV OF ALL CONTEST PRIZES IS: TWO THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$2,352).

Each Winning Local Business is responsible for all taxes associated with prize receipt and/or use. Odds of winning a 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, in 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, for which each winner is responsible. 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.

If any prize or a portion of any prize is postponed, cancelled, or otherwise unavailable due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Station or any Sponsor, then no substitution shall be provided. Station and any Sponsors make no representation or warranty about the safety of any prize. By accepting and using a prize, each winner acknowledges and assumes all risks of accepting and using the prize, and any other the risks associated with the prize.

6. **Entry Conditions and Release.** By entering or otherwise participating in this Contest, each Nominating Listener and each Local Business 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 Broadcasting LLC, Cumulus Media New Holdings Inc., and each of their 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.
7. **Publicity.** Participation in the Contest constitutes each Local Business’s and each Nominating Listener’s consent to the Station’s (and its designees’) use the Local Business’s (and its staffs’) and each Nominating Listener’s names, trademarks, likenesses, photographs, voices, biographical information, entries, and/or opinions for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
8. **Taxes.** Any 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 Winning Local Business.
9. **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.
10. **Limitations of Liability.** The Released Parties are not responsible for: (a) 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; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that 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.

11. **Disputes.** Each Local Business, each Nominating Listener, and each individual participating in any way in this Contest agrees that: (a) 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; (b) 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; (c) 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 (d) under no circumstances will a Local Business or any individual casting a Vote 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.** 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.
12. **Privacy.** Information collected from Local Businesses and from Nominating Listeners 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.
13. **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 SPONSORS: Eglin Federal Credit Union, Various Locations in Fort Walton Beach, FL area; The Trophy Center, 529 Eglin Parkway NE, Fort Walton Beach, FL 32547; and Buffalo Rock, 8801 Grow Drive, Pensacola, FL 32514

CONTEST SPONSOR: Cumulus Broadcasting LLC, 225 NW Hollywood Boulevard, Fort Walton Beach, FL 32548