## WBNQ, B104, WJBC, AND NASH ICON'S "KEYS TO PARADISE" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio stations WBNQ, WBWN, WJBC-AM, WJBC-FM (collectively, the "Stations"), 236 Greenwood Ave., Bloomington, IL 61704, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Stations will conduct the **WBNQ**, **B104**, **WJBC**, and **NASH Icon** "**Keys to Paradise**" 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 twenty one (21) years [19 in Alabama and 21 in Mississippi] or older at the time of entry with a valid Social Security number and who reside in the following Illinois counties: Peoria, Woodford, Tazewell, Livingston, McLean, Logan, DeWitt, or Piatt, who have not won a prize from the Stations in the last 14 days or a prize valued at \$500 or more in the last 90 days, and whose immediate family members or household members have not won a prize valued at \$500 or more in the last 90 days. Void where prohibited by law. Employees of Cumulus Media., its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Stations' Designated Market Areas, as defined by Nielsen Audio, 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 Stations' 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 7:30am CT on May 28, 2018 and will run through 5:00pm CT on August 26, 2018 (the "Contest Period"). The Stations' computer is the official time keeping device for this Contest.
- 3. **How to Enter.** To enter:
  - (i) <u>Registration Box</u>: Visit any of the following locations, complete an entry form and deposit it in the designated registration box: (i) O'Brien Hyundai of Normal, 600 Greenbriar Dr., Normal, IL, or (ii) O'Brien Kia of Bloomington, 1608 Morrissey Dr., Bloomington, IL 61704. **Limit one (1) entry per person per location per week.** To be eligible for the Grand Prize, all entries must be deposited in the designated registration boxes by 5:00pm CT on August 26, 2018. To be eligible for the Weekly Prize, all entries must be deposited in the designated registration boxes before the weekly drawing.
- 4. Winner Selection.
  - (i) Weekly Prize Winner. The Stations, collectively, will select one (1) entry per week by random drawing every Monday during the Contest Period at approximately 11:00am CT (beginning on June 4, 2017), from all entries received by the Stations during the immediately prior week to be the potential winner of a Weekly Prize (as defined below). For instance, the drawing on Monday June 4, 2018 will be from entries received from May 28, 2018 through Saturday, June 2, 2018. The winning entrant 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). Stations' 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 three (3) days of notification will result in disqualification.
- (ii) Grand Prize Winner. On or about 12:00 pm CT on September 1, 2018, at O'Brien Kia of Bloomington, 1608 Morrissey Dr., Bloomington, IL 61704, Stations, collectively, will select one (1) entry by random drawing from among all valid entries received by Stations during the Contest Period (including the Weekly Prize winner entries), to be the potential winner of the Grand Prize (as defined below). The winning entrant 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). Stations' 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 three (3) days of notification will result in disqualification.
- Verification of Potential Winner, THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS 5. IS SUBJECT TO VERIFICATION BY STATIONS 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 Stations, 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, Stations may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.
- 6. **Weekly Prizes.** Up to thirteen (13) Weekly Prizes will be awarded in this Contest. The weekly prize (the "Weekly Prize") will vary per week, but each will have a minimum value of at least twenty five U.S. dollars (\$25). Each Weekly Prize is non-transferable and no substitution will be made except as provided herein at the Stations' sole discretion.
- 7. **Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The grand prize (the "Grand Prize") is a trip for two (the winner and a guest) to Cancun, Mexico, consisting of (i) round-trip coach airfare for two from St. Louis, MO to Cancun, Mexico; and (ii) four (4) nights single-room, double-occupancy hotel accommodations in the Iberostar Cancun Hotel. **ARV** One Thousand Six Hundred Ninety Eight Dollars (\$1,698). Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize and any Weekly 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 Stations may, at their 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.

<u>The Grand Prize Trip must be taken on the dates of October 26, 2018 – October 30, 2018.</u> 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 Stations' sole discretion. Winner and guest must have a passport valid through March 2019.

- 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 Stations, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Stations, 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 Stations and their 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, 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.** Stations reserve 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 Stations' reasonable control impairs the integrity or proper functioning of the Contest, as determined by Stations in their sole discretion. Stations reserve 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, Stations reserve the right to seek damages from any such person to the fullest extent permitted by law. Stations' 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 Stations, 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, Stations reserve the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

- Disputes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or 13. 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 Stations' 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 Stations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Stations are located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Stations are located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Stations are located.
- 14. **Entrant's Personal Information.** Information collected from entrants is subject to Stations' 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 Stations to be used, disposed of or destroyed in its sole discretion. Stations are 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 Stations' websites.
- 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 Stations identified below.

**CONTEST SPONSOR:** Cumulus Radio Corporation, WBNQ, B104, WJBC, and NASH Icon, 236 Greenwood Ave., Bloomington, IL 61704

O'Brien Hyundai of Normal, 600 Greenbriar Dr., Normal, IL

O'Brien Kia of Bloomington, 1608 Morrissey Dr., Bloomington, IL 61704