## CUMULUS RADIO BOISE'S "JACKSONS STOMP CASH GIVEAWAY" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio stations KIZN-FM, KQFC-FM, KTIK-AM/FM, KBOI-AM (each a "Station" and collectively "Stations"), owned and operated by Cumulus Media Holdings Inc. or one of its subsidiary companies, 1419 W. Bannock St. Boise ID 83702, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Stations will conduct the **Cumulus Radio Boise's "Jacksons Stomp Cash Giveaway"** Contest (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

- 1. NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.
- 2. Eligibility. This Contest is open only to legal U.S. residents age twenty one years of age 21 at the time of entry with a valid Social Security number and who reside in the Station's listening area. Void where prohibited by law. Employees of Cumulus Media Holdings Inc., its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving each Station's listening area, 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 Sponsor'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.
- 3. Contest Period. The Contest will begin at 5:00 p.m., MST on April 4, 2016 and will run through 7:00 p.m., MST on June 16, 2016 (the "Contest Period"), provided that online entries must be received by 11:59 p.m., MST on June 12, 2016. The Grand Prize Event will take place on June 16, 2016 at Jacksons Country Stomp. MUST BE PRESENT TO WIN. The Stations' computer is the official time keeping device for this Contest.
- **4. How to Enter.** There are four (4) ways to enter for a chance to be a Qualifier to win the Grand Prize and you must complete one (1) of the following in order to be entered:
  - (i) Remote Broadcast: Attend a remote broadcast conducted by a participating Station during the Contest Period and complete an entry form. Limit one (1) entry per person per remote broadcast. At five (5) predetermined and announced remotes one (1) entrant will be automatically chosen, out of all entries received at the remote broadcast, as a Qualifier to win the Grand Prize, receive \$1,000, and will also win a pair of [two (2)] tickets to the Jackson Country Stomp. All entries must be received by the deadline stated at the remote broadcast. Participants may only win one (1) of the five (5) available remote prizes. Eligibility to win the Grand Prize is non-transferable; or
  - (ii) Text to Win. Send a text message with the keyword "STOMP" to 68683 during the dates of June 13, 2016 through June 16, 2016 from 6:00 a.m. until 10:00 a.m. during the Contest Period. Listeners may text as many times as they like during the time period. All entries must be received by 9:50 a.m. on June 16, 2016 to be eligible to be a Qualifier for the Grand Prize drawing. One (1) Grand Prize Qualifier will be chosen and will win a pair of [two (2)] tickets to the Jackson Country Stomp and be a Qualifier, eligible to win the Grand Prize. 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 Eligibility to win the Grand Prize is non-transferable; or
  - (iii). Call to Win May 31, 2016 through June 2, 2016. Listeners must listen to KIZN and/or NASH for the chance to become a semifinalist. On KIZN there will be three (3) semifinalists during the hours of 8:00 a.m., 12:00 p.m. (noon), and 5:00 p.m. The ninety-second (92<sup>nd</sup>) caller to KIZN to 208-424-9292 after hearing the cue-to-call sounder will be considered a semifinalist. On NASH there will be three (3) semifinalists during the hours of 10:00 a.m., 2:00 p.m., and 5:00 p.m. The ninety-seventh (97<sup>th</sup>) caller to NASH to 208-375-6274 after hearing the cue-to-call sounder will be considered a semifinalist. One June 3, 2016 during the 10:00 a.m. hour, Station will select one (1) Qualifier for the Grand Prize from all semifinalists received from both Stations. The Grand Prize Qualifier will be eligible to win the Grand Prize and receive a pair of [two (2)] tickets to the Jackson Country Stomp and be a Qualifier, eligible to win the Grand Prize. Eligibility to win the Grand Prize is non-transferable; or
  - (iv) Call to Win June 6, 2016 through June 9, 2016. Listeners must listen to KIZN and/or NASH for the chance to become a semifinalist. On KIZN there will be three (3) semifinalists during the hours of 8:00 a.m., 12:00 p.m. (noon), and 5:00 p.m. The ninety-second (92<sup>nd</sup>) caller to KIZN to 208-424-9292 after hearing the cue-to-call sounder will be considered a semifinalist. On NASH there will be three (3) semifinalists during the hours of 10:00 a.m., 2:00 p.m., and 5:00 p.m. The ninety-seventh (97<sup>th</sup>) caller to NASH to 208-375-6274 after hearing the cue-to-call sounder will be considered a semifinalist. One June 10, 2016 during the 10:00 a.m. hour Station will select one (1) Qualifier for the Grand Prize from all semifinalists

received from both Stations. The Grand Prize Qualifier will be eligible to win the Grand Prize and receive a pair of [two (2)] tickets to the Jackson Country Stomp. Eligibility to win the Grand Prize is non-transferable.

**Winner Selection.** On June 16, 2016, upon completion of the second act's performance, at or about 7:30 p.m. all eight (8) Qualifiers must meet at the Treasure Valley Jackson Food Store tent directly inside the main entrance and check in with Station representatives in order to confirm eligibility and execute a participation wavier. Any Qualifier not checked in by 8:00 p.m. or any Qualifier who is ineligible or fails to complete a participation waiver, will be disqualified from further participation. Once the eligible Qualifiers are assembled, each Qualifier will randomly select a number from one to eight (1 to 8) from a hat in the same order in which they were selected as Qualifiers (i.e. the Qualifier whose Contest Number was called first will be first to select a number from the hat). Qualifiers will line up in consecutive order based on their selected number starting with Number 1.

At or about 8:30 p.m. MST, Qualifiers will go on stage and choose an envelope, starting with Qualifier #1 and with Qualifier #8 receiving the last remaining envelope. When Station representatives give the signal, the Qualifiers will open their envelopes and the Qualifier who has the envelope containing the Grand Prize notice will be a candidate for the Grand Prize, subject to verification of eligibility and compliance with the terms of these rules. The remaining seven (7) Qualifiers will be taken off stage (subject to verification of eligibility and compliance with the terms of these rules). The Stations' decisions as to the administration and operation of the Contest and the selection of the Finalists and winners are final and binding in all matters related to the Contest.

6. Verification of Potential Winner. POTENTIAL CONTEST WINNER ARE SUBJECT TO VERIFICATION BY STATIONS WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential winners will be required to sign and return to Stations, within three (3) days of being declared a winner, 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 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.

- 8. (i) Grand Prize. One (1) Grand Prize will be awarded in this Contest. The Grand Prize is cash in the amount of \$10,000. 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; odds of a Qualifier winning is one in eight (1:8) Winner is responsible for all taxes associated with prize receipt and/or use. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason.
  - (ii) Remote Broadcast Prize(s). There will be five (5) remote broadcast prize(s) awarded in this Contest. Each remote prize is cash in the amount of \$1,000, a pair of [two (2)] tickets to the "Jackson Country Stomp" and to be one of eight (1:8) Qualifiers for the Grand Prize. ARV of each of the five (5) prizes is \$1,060.00. Participants may ONLY win one (1) of the remote broadcast prizes. Odds of winning one (1) of the five (5) available remote broadcast prize(s) depend on a number of factors including the number of eligible entries received during the Contest Period and people participating in the remote broadcast at any given time. Winner is responsible for all taxes associated with prize receipt and/or use. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason.
  - (iii) Text to Win Prize. There will be one (1) text to win prize awarded in this Contest. The text to win prize is a pair of [two (2)] tickets to the Jackson Country Stomp and to be one of eight (1:8) Qualifiers for the Grand Prize. ARV \$60. Winner is responsible for all taxes associated with the prize and/or use. Odds of winning the text to win prize depend upon a number of factors including the number of eligible texts entries received during the Contest Period and listeners participating at any given time. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason.
  - (iv) Call to Win Prize(s). There will be two (2) Call to Win Prize(s) awarded in this Contest. Each call to win prize is a pair of [two (2)] tickets to the Jackson Country Stomp and to be one of eight (1:8) Qualifiers for the Grand Prize. ARV of each of the two (2) Call to Win Prize(s) is \$60. Winner is responsible for all taxes associated with the prize and/or use. Odds of winning one of the call to win prize(s) depend upon a number of factors including the number of eligible texts entries received during the Contest Period and listeners participating at any given time. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason.
- **9. 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.

- **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to Station's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
- **11. 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.
- 12. 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 any other promotion or 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.
- Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest, or any part of it, for any reason, Station, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Station reserves 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 connected with this 14. Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, 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-ofpocket 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 Sponsor 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.
- 15. 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 on or within, 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.
- **16. Contest Results.** A winners list may be obtained after June 23, 2016, by sending a self-addressed stamped envelope to the Contest Sponsor identified below.

CONTEST SPONSOR: CUMULUS MEDIA HOLDINGS, INC., 1419 W. Bannock Street, Boise ID 83702.