

**WKRU-FM'S "FLYAWAY TO SEE AEROSMITH IN VEGAS" CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station WKRU ("Station"), owned and operated by Cumulus Broadcasting LLC, 810 Victoria St. Green Bay, Wisconsin, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **WKRU-FM Aerosmith Flyaway to Vegas** 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) 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 90 days or a prize valued at \$500 or more in the last 180 days, and whose immediate family members or household members have not won a prize from the station in the last 90 days or a prize valued at \$500 or more in the last 180 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. **There may only be one (1) Qualifier per household and/or immediate family and a person may only qualify one (1) time during this Contest Period. The first person to qualify will be the one (1) and only one (1) Qualifier per household or immediate family member and all others are ineligible to enter.**

**2. Contest Period.** The Contest will begin at **12:01a.m., CST on May 28, 2019** and will run through **9:59 p.m., CST on June 20, 2019** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

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

**(i) On-Air:** Listen to the Station weekdays between 7am and 6p.m. during the Contest Period. When the Station plays the "cue-to-call" sounder, listeners should call the Station at 920-469-7625. Caller number seven (7) to the Station, as determined by the Station in its sole discretion, will be allowed to participate and then will receive their two (2) boarding passes on the *fictitious* Big Dog airplane and a qualifying prize.

**THE PARTICIPANTS IN THIS CONTEST WILL NOT ACTUALLY WIN TWO (2) BOARDING PASSES ON ANY FLIGHT. THE FLIGHT IS FICTITIOUS AND DOES NOT EXIST. THE BOARDING PASSES IS ONLY A CONCEPT AND A DEVICE USED TO ADMINISTER THIS CONTEST. ONLY ONE (1) FLIGHT VOUCHER WILL BE AWARDED TO ONE (1) GRAND PRIZE WINNER AS DETAILED BELOW IN SECTION 4 AND SECTION 6.**

**4. Winner Selection.** Qualifiers must attend the giveaway party on **June 22, 2019** at **Bob and Jeremy's Leap In..** Checkin will start at **6:00 p.m.**, and end at **7:00 p.m.** You must check-in, presenting a current, valid government issued photo ID no later than **7:00 p.m.** Failure to check-in by **7:00 p.m.** and/or failure to present a current, valid government issued photo ID will lead to immediate disqualification, at which time the person is no longer qualified to win the Grand Prize. Once properly checked-in Qualifiers must remain present throughout the duration of the Grand Prize event in order to win the Grand Prize. **NO PROXIES WILL BE ALLOWED FOR ANY REASON.** Any person who leaves the premises and/or does not present himself/herself within thirty (30) seconds, as determined in the Station's sole discretion, of his/her name being called will be deemed no longer present for purposes of this Contest. Starting at **7:15 p.m.**, each properly checked-in qualifier, total of up to 106, will pick an envelope. Thirty (30) envelopes of the total will indicate the person in possession of such envelope will advance to the finals and is a finalist for purposes of winning the Grand Prize. The remaining envelopes will indicate the person in possession of the envelope have not advanced, thus not able to win the Grand Prize. The final 30 will then be entered in the final drawing to win. On or about 9:00 p.m., CST on June 22, 2019 Station will select one (1) entry for the Grand Prize in a random drawing from the thirty (30) finalists chosen. **Must be present to win, no proxies.**

**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 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.

6. **Grand Prize.** One (1) grand prize (“Grand Prize”) will be awarded in this Contest. The Grand Prize is a trip for two (the winner and his/her selected guest) to Las Vegas, which consists of a \$600 travel voucher; two (2) nights single-room, double-occupancy hotel accommodations. And two (2) tickets to see Aerosmith **ARV One Thousand Two Hundred Fifty Dollars (\$1,250.00)** Winner is responsible for all taxes associated with prize receipt and/or use, and any travel costs that exceed \$600, including baggage fees and/or any other fees that an airline might charge. 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. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason.

**The Grand Prize trip must be taken between 09/20/2019 and 09/23/2019. SHOULD THE WINNER BE UNABLE TO TRAVEL FOR ANY REASON, THEN THE WINNER WILL FORFEIT THE GRAND PRIZE. AT THAT TIME, THE STATION MAY, IN ITS SOLE AND EXCLUSIVE DISCRETION, CHOOSE AN ALTERNATE GRAND PRIZE WINNER, BY RANDOM DRAWING, OUT OF THE REMAINING TWENTY-NINE (29) ELIGIBLE FINALISTS.** Travel dates to be mutually agreed upon by winner and Station. Winner and guest must travel on the same itinerary. Winner’s guest must be twenty-one (21) years of age or older. **If Winner elects to partake in any or all portions of his/her Grand Prize with no Guest, the Grand Prize will be awarded to Winner and any remainder of the Grand Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Grand Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. The Grand Prize Trip is non-transferable** and no substitution will be made except as provided herein at the Station’s sole discretion.

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 use 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 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.
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 Contest Station identified below.

**CONTEST SPONSOR:** Cumulus Broadcasting LLC, 810 Victoria St. Green Bay, Wisconsin

**PRIZE PROVIDER(S):** 106.7 The Big Dog WKRU-FM