

93Q PET COSTUME CONTEST 2018
OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station WNTQ (“Station”), 1064 James St., Syracuse NY 13203 during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address. The Station will conduct the 93Q Pet Costume 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 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 valued at \$500 or more in the last 90 days, and whose immediate family members or household members have not won a prize from the Station valued at \$500 or more in the last 90 days. **Void where prohibited by law.** Employees of Cumulus Media New Holdings Inc., 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 10:00 a.m. ET on Saturday October 27, 2018 and will run through approximately 11:59 a.m. ET on Saturday October 27, 2018 (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.

3. How to Enter. Entrant and pet in costume must register in person at the 93Q Pet Costume Contest tent at Billy Whittaker Cars And Trux, Route 11, Central Square NY between 10:00 a.m. and 10:59 a.m. on Saturday October 27, 2018. In addition to competing for best overall Grand prize, entrant must select one of six categories in which to be judged. They are: Best pop culture reference, Pet/owner combo, Multiple pet entry, Cutest pet, Most original, and Most unique pet.

4. Winner Selection. At approximately 11:00 a.m. and continuing until all eligible registered entries are judged, a panel of judges will evaluate each entry as they are individually shown to the judges and audience on stage. The judges will take a few minutes to confer and then announce the winners, based solely on their own collective opinions.

5. Verification of Potential Winner. POTENTIAL CONTEST WINNER 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 will 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. Prizes. There will be (7) prizes awarded in this contest. Best Overall Grand Prize: \$500 cash, 1-year supply of oil changes, gift basket (total \$645 value,) Best Pop Culture Reference: \$100 cash, (1) 2-wheel computerized wheel alignment (total \$200 value,) Pet And Owner Combo: \$100 cash and 1-year supply of oil changes (total \$220 value,) Multiple Pet Entry: \$100 cash and 1-year supply of oil changes (total \$220 value,) Cutest: \$100 cash and 1-year supply of oil changes (total \$220 value,) Most Original: \$100 cash, \$150 car detail and 1 oil change (total value \$280,) Most Unique Pet: \$100 cash, \$100 gas card, and 1 oil change (total value \$230.) Prizes provided by Billy Whittaker Cars And Trux.

7. Entry Conditions and Release. By entering, each participant agrees as follows: (a) to 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) to 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 participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of any prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; (c) participant is the true and rightful owner of the Photograph and has the full right and authority to enter this Contest in favor of the Released Parties; (d) to give to the Released Parties and their licensees, successors, and assigns a non-exclusive, worldwide and perpetual license to use, re-use, broadcast, and publish the Photograph, as well as participant's name, biographical and other information in whole or in part, as part of a composite, retouched or distorted in character or form, for any reason that the Released Parties deem necessary without compensation, including for advertising, promotional, and related purposes in connection with the activities or promotion of the Contest, unless prohibited by law; and further agrees to release, discharge, and hold the Released Parties harmless from any and all claims participant may have against the Released Parties in connection with the use of the Photograph, participant's name, and/or city of residence, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations thereto; and (e) to 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 participant's participation in the Contest and/or participant's acceptance, use, non-use or misuse of any prize.

8. **Publicity.** Except where prohibited by law, 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.
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 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.
11. **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.
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, 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-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 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.

- 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 after October 28, 2018 by sending a self-addressed stamped envelope to the Contest Sponsor identified below.

CONTEST SPONSOR: Cumulus Media Holdings Inc., WNTQ, 1064 James Street, Syracuse, NY 13203