

**ALT 92.3's "ASHLEY O's 30th BIRTHDAY" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station WZRH-FM ("Station"), owned and operated by CUMULUS NEW ORLEANS LLC located at 201 St. Charles Avenue, Suite 201, New Orleans, Louisiana 70170, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **ALT 92.3's "ASHLEY O's 30th BIRTHDAY"** 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 **(30) Thirty days** or a prize valued at \$500 or more in the **(60) Sixty Days**, and whose immediate family members or household members have not won a prize from the Station in the last **(30) Thirty days** or a prize valued at \$500 or more in the **(60) Sixty Days. Void where prohibited by law.** Employees of CMP NOLA 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. **A person may only qualify one (1) time during this Contest. Only one (1) Qualifier per immediate family and/or household member. Once a member of an immediate family or household qualifies, no other persons are eligible to participate in this Contest.**

2. **Contest Period.** The Contest will begin at **8:00 a.m. CT on May 20, 2019** and will run through **5:59 p.m. CST on June 1, 2019** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest. The on-air entry method will not be played on Memorial Day, Monday, May 27, 2019.

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

(i) **On-Air:** Listen to The Woody Show **weekdays May 20, 2019 to May 31, 2019** from 5:00 a.m. to 10:00 a.m. during the Contest Period for the "Birthday Word of the Day". The On-Air portion of this Contest will not run on Memorial Day, Monday, May 27, 2019. Listeners should send a text message with the daily keyword to 68683 during the Contest Period to enter. A minimum of six (6) Qualifiers will be selected daily (5/20 – 5/31, Monday through Friday) from text message entries, as determined by the Station in its sole discretion, to be eligible for the Grand Prize drawing. **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 per day.** 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 Contest.

(ii) **Last chance:** Attend the Final Event Saturday June 1st 2019 from 3:00 p.m. to 6:00 p.m. at Gnarly Barley Brewing located at 1709 Corbin Road, Hammond, LA 70403. **Limit one (1) entry per person. All entries must be received by 3:20 p.m. CST on June 1, 2019** to be eligible for the Grand Prize drawing.

Incomplete or illegible entry forms, as determined in the Station's sole discretion, will be considered not entered for purposes of this Contest. PLEASE PRINT.

4. **QUALIFIER SELECTION.** The Station will select one hundred (100) Total Qualifiers via the following methods:

(i) **Text: Up to sixty (60) Qualifiers from Text In registration will be chosen** to receive an invite to the final drawing Saturday June 1st at Gnarly Barley Brewing. A minimum of six (6) Qualifiers will be selected daily (5/20 – 5/31, Monday through Friday) from text message entries, as determined by the Station in its sole discretion, to be eligible for the Grand Prize drawing. The Text Qualifiers will be chosen and contacted daily from May 20, 2019 to May 31, 2019. If for any reason after ALL of the (60) sixty Text Qualifiers required for the Final drawing are NOT properly checked-in and present that day the Station reserves the right to choose multiple entries from the Last Chance registration box that day at the Final Drawing in order to reach (100) one hundred TOTAL Qualifiers who are properly checked-in and present. All qualifiers MUST be present in order to be eligible for final drawing.

(ii) **On Location: At least forty (40) Qualifiers from on Site registration box from Gnarly Barley Brewing will be chosen** to participate in the final drawing Saturday June 1, 2019 at Gnarly Barley Brewing. The On location Qualifiers will be chosen on or about 3:30 p.m. CST June 1, 2019. If for any reason after ALL of the (60) sixty Text Qualifiers required for the Final drawing are NOT properly checked-in and present that day the Station reserves the right to choose multiple entries from the Last Chance registration box that day at the Final Drawing in order to reach (100) one hundred TOTAL Qualifiers who are properly checked-in and present. All qualifiers MUST be present in order to be eligible for final drawing.

5. **Winner Selection.** All Qualifiers must attend the Final Event Saturday June 1, 2019 from 3:00 p.m. to 6:00 p.m. at Gnarly Barley Brewing located at 1709 Corbin Road, Hammond, LA 70403 and check in no later than 3:20 p.m. In order to WIN the Grand Prize ALL Qualifiers MUST present a current, valid government issued photo ID and check in with the Station no later than 3:20 p.m., CST and remain present throughout the Final Event conducted at Gnarly Barley Brewing located at 1709 Corbin Road, Hammond, LA 70403 Saturday June 1, 2019 from 3:00 p.m. to 6:00 p.m. **NO PROXIES WILL BE ALLOWED FOR ANY REASON.** Should a Qualifier not check-in by the stated deadline, not have a current, valid government issued photo ID, and/or leave the premises after properly checked-in, then he/she will be immediately disqualified and will no longer be eligible to win the Grand Prize. When qualifiers arrive at the venue they will be instructed to go to the Birthday Drawing Area to check in, presenting a current, valid government issued photo ID, and complete an entry form with all required information including: name, cell phone number, email address, and date of birth BEFORE 3:20pm CT on Saturday June 1st 2019. **Limit one (1) entry per qualifier.**

Grand Prize Winner Selection Drawing at the Grand Prize Event: Once the (60) sixty text qualifiers check-in they will be assigned a number between (1) one and (60) sixty that will be printed on a piece of paper, assigned in the order qualifiers check-in on site. Once ALL attending Text Qualifiers are checked in on or about 3:25pm CST on Saturday June 1st 2019 the Station will select as many On Location entries as needed to reach (100) one hundred TOTAL Qualifiers. These additional Qualifiers will be assigned numbers up to (100) one hundred, with their designated number printed on a piece of paper. Once (100) one hundred total Qualifiers are assigned numbers, Station will begin the ball Drawing. If

for any reason there are less than (100) one hundred Qualifiers/Last Chance registrations present for the event, the Station will remove the necessary amount of numbers/balls to display a number equal to the number of Qualifiers properly checked-in and in attendance at the event. ALL QUALIFIERS MUST REMAIN PRESENT THROUGHOUT THE ENTIRE GRAND PRIZE EVENT IN ORDER TO WIN. Throughout the event, a raffle barrel will be used to randomly select balls numbered (1) one to (100) one hundred to eliminate Qualifiers. Once the Station has reached (5) five Qualifiers remaining, (1) one previously eliminated Qualifier, who is still present at the Grand Prize Event, will be selected at random to re-enter Final Drawing. Station will return the corresponding numbered ball to the raffle barrel and proceed with eliminations at random to reach the Final Grand Prize Winner.

- If for any reason a Qualifier is disqualified Station reserves the right, in its sole discretion to randomly select eligible, as defined in Section 1 above, replacement Qualifiers from Last Chance registrations in attendance on the day of the Contest to make sure there are (100) one hundred TOTAL Qualifiers.

- In the event of an error in the preparation of the contest materials including the (100) one hundred numbered balls and Printed Numbers, or any tampering that results, then the station administrator will conduct a random drawing from the final Qualifiers that completed the Qualifier check in registration forms at the final event that day June 1st 2019 to determine the Grand Prize Winner.

The last remaining Qualifier after all eliminations at random will be determined the Grand Prize Winner. In order to claim the grand prize, they 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).

Station's 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.

6. **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.
7. **QUALIFYING PRIZES: ALL one hundred (100) QUALIFIERS** present and participating in Final Drawing at Gnarly Barley receive a station - or sponsor - provided prize. **ARV** varies, but will be between \$10.00 and \$500.00.
8. **Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The Grand Prize consists of (i) round-trip airfare for winner and guest from winner's closest city airport to San Francisco, CA (airport determined by Sponsor); (ii) two (2) nights hotel stay, single room double occupancy, for winner and guest; (iii) two (2) tickets to August 15 Alice Merton, Young The Giant, Fitz & The Tantrums at Greek Theatre. **Approximate Retail Value ("ARV") two thousand dollars (\$2,000). The actual retail value**

of the Grand Prize Trip may vary depending on the point of departure, travel itinerary, airfare fluctuations at the time of awarding/booking, and/or accommodations. Any difference between the above stated ARV and the actual retail value of the Grand Prize will not be awarded. Winner will be informed of the Actual Retail Value at the time the Grand Prize is redeemed. Winner acknowledges that he/she will be provided a 1099 on the actual retail value, and Winner is responsible for all taxes associated with prize receipt and/or use. 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. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

Grand Prize Trip must be taken August 14 – 16, 2019. Should Winner be unable to travel for any reason, then the Winner forfeits the Grand Prize and at that time the Sponsor may select an alternate Winner in its sole and exclusive discretion and in compliance with these Contest Rules. Travel dates to be mutually agreed upon by winner and Sponsor. Winner and guests must travel on the same itinerary. Winner's guest must be twenty-one years of age or older. Grand Prize Trip is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. If Winner elects to partake in any or all portions of his/her Prize with no Guest, the Prize will be awarded to Winner and each participating Guest and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation or any redemption.

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.

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 Radio, LLC, 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.
10. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to use by the Station and its agent 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.

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 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.
13. **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.
14. **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.
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 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.

16. **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.

CONTEST SPONSOR: CMP NOLA LLC, WZRH-FM: 201 St. Charles Avenue Suite 201, New Orleans, LA 70170.