

“HEATING, COOLING HVAC GIVEAWAY” CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station KHKI, KJJY, KGGO, KBGG and KWQW (each a “Station” or collectively the “Stations”), owned and operated by Cumulus Media Holdings Inc. or one of its subsidiary companies, 4143 109th Street, Urbandale, IA 50322, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the “**Heating, Cooling HVAC 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 eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the Stations’ Designated Market Area (“DMA”) as defined by Nielsen Audio, who have not won a prize from any of the Stations 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 any of the Stations in the last 90 days or a prize valued at \$500 or more in the last 180 days. **ALL QUALIFIERS MUST PROVIDE PROOF OF OWNERSHIP OF THE RESIDENCE WHERE THE GRAND PRIZE IS TO BE INSTALLED.** 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 the 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. **There will only be one (1) Qualifier per household or immediate family member. Should more than one (1) person in a household or immediate family member qualify the first person in time to Qualifier will be deemed the only Qualifier and the subsequent person will be immediately disqualified and not eligible to win the Grand Prize.**
 3. **Contest Period.** The Contest will begin at **12:01a.m., CST on November 6, 2017** and will run through **11:59 a.m., CST on December 2, 2017** (the “Contest Period”). The contest will not run on Thursday, November 23, 2017 or Friday, November 24, 2017. The Station’s computer is the official time keeping device for this Contest.
 4. **How to Enter.** You will automatically be entered into the Contest once you complete one of the following:
 - (i) **On-Air:** Listen to radio stations KHKI, KJJY, KGGO, KBGG and/or KWQW weekdays from 6:00 a.m., CST and 7:00 p.m., CST during the Contest Period. When the Station plays the “cue-to-call” sounder, listeners should call KHKI at 515-312-0973, KJJY at 515-312-0925, or KGGO at 515-312-3695. When the “cue-to-call” sounder is given Caller seven (7) to KHKI, caller ten (10) to KJJY, caller nine (9) on KGGO, Caller seven (7) on KBGG or caller eight (8) on KWQW as determined by the Station in its sole discretion, will be entered to win and deemed to be a Qualifier for the Grand Prize. **Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:** Due to the time delay that exists between the Station’s analog over-the-air signal and the Station’s online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station’s analog over-the-air signal. As a result, the odds of an online listener entering this Contest on-air may be diminished.
 - (ii) **Remote Broadcast:** Attend the remote broadcast conducted by the Stations on December 2, 2017 that will be held at **Valley West Mall located on the corner of Valley West Drive & University Ave, West Des Moines** and enter by completing an entry form no later than 10:00 a.m., CST. On or around 10:30 a.m. sixteen (16) registrants will be chosen by random drawing and will be deemed a Qualifier for the Grand Prize. **Limit one (1) entry per person per remote broadcast.** All entries must be received by the deadline stated at the remote broadcast.
 - (iii) **Online:** (i) Visit the Station’s websites www.nashfm973.com, www.925nashicon.com, www.kggo.com, www.983vibe.com or www.1700kbgg.com during the Contest Period (ii) click on the “Heating, Cooling HVAC Giveaway” Contest link, and (iii) complete an entry form. All entries must be received by 11:59 p.m., CST on November 30, 2017 to be eligible for the grand prize drawing. **Limit one (1) entry per person per day per email address.** On the morning of December 1, 2017, the Station will randomly select a total of ten (10) entries out of all qualified entries registered online and those ten (10) persons will be Qualifiers for the Grand Prize. Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.
- Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The “authorized account holder” is the natural person assigned the telephone number by the wireless

carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted.

5. **Winner Selection.** On or about 10:45 am CST on December 2, 2017, Station will conduct a reverse drawing contest. **All Qualifiers must be present a current, valid government issued photo identification and check-in to the remote broadcast no later than 10:30 a.m. on December 2, 2017. After checking in Qualifiers must remain present throughout the entirety of the reverse drawing. Should a Qualifier not present within thirty (30) seconds, as determined by Stations in its sole discretion, then the Qualifier will be deemed no longer present for purposes of this Contest and at that time will be immediately disqualified. Winners must be present to win. NO PROXIES WILL BE ALLOWED FOR ANY REASON.** Qualifiers who fail to check-in or present a current, valid government issued photo ID by the designated time will no longer be qualified for the Grand Prize and will be immediately disqualified from the Contest at that time. All Qualifiers, from on-air, online, and from the live broadcast day of will go into a bin. When the qualifiers check in, upon arrival, they will draw a number between 1 and 226. This will be their draw number. Station personnel will then start calling out numbers that they draw from a separate bucket. As each number is drawn and announced, that person is eliminated and is no longer qualified to win the Grand Prize. This process continues until one (1) person is left standing and they are deemed the winner, subject to verification of eligibility and strict compliance with all of these Contest Rules, including proof of ownership of the residence where the Grand Prize is to be installed. Should a Winner be disqualified or unable to accept the Grand Prize for any reason, the Station will draw an alternate Winner (subject to verification) from all of those who attended and may award the Grand Prize. This process will continue until a person is found who meets all qualifications. 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.
6. **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.
7. **Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The Grand Prize is an installed furnace & AC unit from American Standard Heating & Cooling courtesy of Connett Services valued at \$8,000 **ARV \$8,000**. HVAC system must be installed by December 31, 2017. Winner is responsible for all taxes associated with prize receipt and/or use and must provide proof of ownership of the residence by way of a mortgage statement, letter from the mortgage institution, or any other such documentation sufficient, as determined in Sponsor's sole and absolute discretion. 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.
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 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.
9. **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.

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.** 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.
12. **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.
13. **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.
14. **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.
15. **Contest Results.** A winners list may be obtained after December 5, 2016 by sending a self-addressed stamped envelope to the Contest Sponsor identified below.

CONTEST SPONSOR: CUMULUS MEDIA HOLDINGS, INC., KHKI, KJJY, KGGO, KWQW, KBGG 4143 109th Street, Urbandale, IA 50322