

NASH FM 97.3's "ATHLETE ON THE WEEK" ONLINE CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio station KHKI ("Station"), 4143 109th Street, Urbandale, Iowa 50322, during available business hours Monday through Friday, on the Station website www.nashfm973.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **NASH FM 97.3's "Athlete of the Week" Online Contest** (the "Contest") substantially as described in these rules, and by participating, each entrant 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 high school students in good standing who reside in and attend high school within the Station's Designated Market Area ("DMA") as defined by Nielsen Audio and who are a member in good standing of such student's high school-sponsored varsity or junior varsity interscholastic sport at the time of entry (each, a "Local Student-Athlete"), who are nominated by one or more Station listeners who have the right to submit on behalf of the Local Student-Athlete (each, a "Nominating Listener"). Participation constitutes each Local Student-Athlete's and each Nominating Listener'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 the prize is contingent upon fulfilling all requirements set forth in these Official Rules and as otherwise instructed by Station from time to time during the Contest. **LIMIT ONE NOMINATION PER LOCAL STUDENT-ATHLETE.**

Local Student-Athletes and Nominating Listeners who are less than 18 years of age at the time of entry must have parental/legal guardian consent. Nominating Listeners and Local Student-Athletes are eligible if they have not won a prize from the Station in the last 30 days or a prize valued at \$500 or more in the last 30 days, and if their immediate family members or household members have not won a prize from the Station in the last 30 Days or a prize valued at \$500 or more in the 30 days. **Void where prohibited by law.** Employees of Station, Cumulus Radio LLC, and each of their parent companies, 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 entry period will begin at **12:00 AM CT on Monday, September 30, 2024** and will run **each week (Monday 12:00am CT through Sunday 11:59pm CT) (each, a "Contest Week")** through **Sunday, July 27, 2025** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.
- 3. How to Enter.** During a Contest Week, a Nominating Listener must:
 - Visit the Station's website, located at www.nashfm973.com
 - Click on the "Athlete of the Week" contest link

- Complete the nomination form and submission for the Nominating Listener's nominated Local Student-Athlete, including the following and any other information requested or required on the form:
 - (a) Nominating Listener's name, phone number, and email address, and relationship to Local Student-Athlete.
 - (b) Local Student-Athlete's name, school, sport, grade, and email address.
 - (c) A written statement ("Statement") of no more than 250 words describing why the Local Student-Athlete deserves to win the prize.

Each Nominating Listener (on behalf of itself and the Local Student-Athlete) represents and warrants that the Statement: is not obscene, defamatory or libelous; is an original work, not previously published; and will not violate or infringe the rights of any third party, including, without limitation, copyright, trademark, trade secret, and the rights of privacy and publicity.

All nominations must be received by 11:59pm CT each week through the Contest Period for the Local Student-Athlete to be eligible for a chance to win that week's prize.

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 nomination, the Station will select an alternate Local Business.

4. **Weekly Winner Selection.** On or about 10:00 AM CT on each Thursday during the Contest Period Station will review all eligible Statements submitted during the immediately previous Contest Week. A panel of at least two (2) Station-appointed judges will select one (1) Local Student-Athlete to win the prize for that Contest Week based on the following criteria applied to each eligible Statement: (a) 33.5% athletic achievement; and (b) 33% academic achievement; and (c) 33.5% character and community involvement (the "Judging Criteria"). Each winning Local Student-Athlete (each, a "Weekly Winner") and/or respective Nominating Listener 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 or failure to claim the prize within three (3) days of verification as a winner will result in disqualification and forfeiture of the prize.
5. **Grand Prize Winner Selection.** On or about Monday August 4, 2025, Station will review again all Statements submitted for all Weekly Winners. A panel of at least two (2) Station-appointed judges and one (1) Home Run Plumbing appointed judge will select one (1) Local Student-Athlete from among all Weekly Winners to win the Contest based on the Judging Criteria. The winning Local Student-Athlete among the Weekly Winners is the "Grand Prize Winner".
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) to claim the 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. Unclaimed prizes may not be awarded.

7. Prizes.

A. **Weekly Prizes.** Forty-three (43) weekly prizes (one for each Contest Week) will be awarded in this Contest. Each Weekly Winner will receive:

- (i) Twenty-Five Dollars (\$25) value in Sweet Deals gift certificates; and
- (ii) One (1) Trophy Cup provided by Home Run Plumbing

The approximate retail value ("ARV") of each Weekly Winner prize is Fifty Dollars (\$50 US).

B. **Grand Prize.** In addition to the Weekly Prize, one (1) Grand Prize Winner will receive:

One Thousand Dollars (\$1,000) courtesy of Home Run Plumbing

TOTAL ARV OF ALL CONTEST PRIZES IS: Three Thousand One Hundred Fifty Dollars (\$3,150 US)

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a prize depend on a number of factors including the number of eligible entries received during the Contest Period and the Judging Criteria.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, in 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.

If any prize or a portion of any prize is postponed, cancelled, or otherwise unavailable due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Station or any Sponsor, then no substitution shall be provided. Station and any Sponsors make no representation or warranty about the safety of any prize. By accepting and using a prize, each winner acknowledges and assumes all risks of accepting and using the prize, and any other risks associated with the prize.

8. Entry Conditions and Release. By entering, each Nominating Listener and Local Student-Athlete 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, Sponsor, Cumulus Media New Holdings Inc., and each of their 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 entrant’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 Nominating Listener’s and Local Student-Athlete’s participation in the Contest and/or acceptance, use, non-use or misuse of the prize.

- 9. Publicity.** Participation in the Contest constitutes Nominating Listener’s and Local Student-Athlete’s consent to use by the Station and its agent of Nominating Listener’s and Local Student-Athlete’s name, likeness, photograph, voice, opinions, Statement, entry, 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.
- 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 acting in an unsportsmanlike or disruptive manner, in connection with the Contest or otherwise. 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: (a) any incorrect or inaccurate information, whether caused by Station, Sponsor, entrants, Nominating Listener, Local Student-Athlete, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from 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 fewer or only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
- 13. Disputes.** Each Nominating Listener and Local Student-Athlete agrees that: (a) 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; (b) 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; (c) 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 (d) under no circumstances will Nominating Listener and Local Student-Athlete 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 Nominating Listener and Local Student-Athlete 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.

14. Entrant's Personal Information. Information collected from Nominating Listener and/or Local Student-Athlete 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.

15. 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: Cumulus Radio LLC, 4143 109th Street, Urbandale, Iowa 50322

PRIZE SPONSOR: Home Run Plumbing, 12 Ellefson Dr, De Soto, IA 50069