

104.1 KRBE'S "THE NUTCRACKER MARKET – KRBE SHOP TIL YOU DROP" SWEEPSTAKES OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station 104.1 KRBE ("Station"), owned and operated by Cumulus Media Holdings Inc. or one of its subsidiary companies, 9801 Westheimer, Houston, Texas 77042, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **104.1 KRBE "The Nutcracker Market – KRBE Shop Til You Drop" Sweepstakes** (the "Sweepstakes") 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 Sweepstakes is open only to legal U.S. residents age eighteen (18) years or older at the time of entry with a valid and current government issued identification and valid Social Security Card and who reside in the Station's listening area (in Harris and surrounding counties), who have not won a prize from the station in the last 60 days or a prize valued at \$500 or more in the last 90 days. 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 Sweepstakes 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Sweepstakes Period. The Sweepstakes will begin at **12:01AM CDT on October 9th, 2017** and will run through **11:59PM CDT on November 10th, 2017** (the "Sweepstakes Period"). The Station's computer is the official time keeping device for this Sweepstakes.

4. How to Enter. There are two (2) ways to enter this contest.

(1) **On-Air:** Listen to the station between October 9th, 2015 and November 9th, 2015 for the DJ to announce a specific keyword. Listeners can text that keyword to 37530 for a chance to be entered into the sweepstakes. The 104th text received will be contacted by the Station. In order to be selected as a prize winner, entrants must answer their phones when the station makes their first attempt to contact the entrant. All phones must be answered by a live person, not by a voicemail, and the winning entrant must answer or be immediately available to speak. Any phones answered by voicemail will be disqualified and the Station will, in their own discretion select another text entrant to contact. This process will continue until one entrant is found to answer their phone. The person who answers the phone, and speaks with the station will be announced as the potential prize winner (subject to verification of eligibility and compliance with the terms of these rules) and will receive the announced prize of a four pack of tickets to The Nutcracker Market and will become a finalist for the grand prize VIP package. A minimum of six (6) persons may qualify through this entry method. **Time Delay Between Over-the-Air Analog Signal and Other Signal Delivery:** Due to the time delay that exists between a Cumulus radio station's analog over-the-air signal and its online webcast, listeners who listen to a Cumulus radio station online may hear Contest or Sweepstakes information or a 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 winning a Contest Sweepstakes may be diminished. **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.** Multiple participants are not permitted to share the same telephone number. 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 entries, all of which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the telephone number 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. 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. 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. 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 Sweepstakes.

(2) **Online:** Visit the Station's website www.krbe.com during the Contest Period and click on the "Contest" link, (ii) click on the "**The Nutcracker Market – KRBE Shop Til You Drop**" Contest link, and (iii) complete an entry form. All entries must be received by 11:59PM CDT on November 7th, 2017 to be eligible for the prize drawing. **Limit one (1) entry per person per day per email address.** 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. Winner to receive four pack of tickets to The Nutcracker Market and will become a finalist for the grand prize VIP package. One (1) entrant may qualify through this entry method.

5. Winner Selection: For entry method 1: A potential winner will be announced by the KRBE On-Air Personality within 10 minutes of contest solicitation, or within an administratively-feasible time after the 104th text is received by the station, whichever occurs later. The winning entrants will be contacted using the phone number from which they texted the announced keyword from 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 winners are final and binding in all matters related to the Contest. Failure to answer the first contact by the Station will result in disqualification. All calls made by STATION personnel must be answered by a "LIVE" person, not by voicemail, in order to be announced as the winner of the prize announced. Any phone that is answered via pre-recorded voicemail will be deemed disqualified and the KRBE On-Air Personality, will select, at random another phone number. This process will continue until a phone is answered by a "LIVE" person. The winning entrant will be contacted using the telephone number that submitted the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Station's decision as to the administration and operation of the Sweepstakes and the selection of the potential winner is final and binding in all matters related to the Sweepstakes. A minimum of six (6) persons will qualify through this method. **For Entry Method 2:** Sweepstakes winner will be determined via a random drawing from all eligible entries on or about November 7th, 2017. The winning entrant 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 or the specific Contest or Sweepstakes rules). Stations decisions as to the administration and operation of this Sweepstakes and the selection of potential winners is final and binding in all matters related to this Sweepstakes. Failure to respond to the initial verification contact within three (3) days of notification will result in disqualification.

6. Verification of Potential Winner. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. The potential winner must continue to comply with all terms and a condition of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winner will be notified by telephone call after the date of random drawing. 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 within the required time period will be deemed to have accepted the 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 sweepstakes 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. Prizes Offered: QUALIFYING PRIZES: Seven (7) total prizes will be awarded in this Contest. Six (6) through entry method 1 and one (1) through entry method two. Each qualifier will receive two (2) tickets to The Houston Ballet Nutcracker Market on November 9-12, 2017 at NRG Center. **ARV of Each Qualifying Prize: \$50. GRAND PRIZE:** One (1) grand prize will be awarded during this contest. The grand prize winner will be upgraded and will receive (1) pair of tickets to the exclusive Nutcracker Market Preview Party on November 8th, 2017, one (1) pair of four-day priority passes to the Nutcracker Market, a set of lashes from Amazing Lash Studios and a \$250 Shopping Card. **ARV \$930.** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received by Station during the Sweepstakes Period. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason. One (1) Grand Prize awarded in this sweepstakes.

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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes, provided that if it is not possible to award another entry due to discontinuance or completion of the Sweepstakes, 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 Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes, 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 within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Contest Sponsor identified below.

CONTEST SPONSOR: Susquehanna Radio Corp., 104.1 KRBE, 9801 Westheimer Rd., Suite 700, Houston, TX, 77042.

Appendix A

The Station will conduct the **104.1 KRBE's "THE NUTCRACKER MARKET KRBE SHOP TILL YOU DROP" CONTEST** substantially as described in the Official Contest rules. **A maximum of six (6) persons may qualify through this method.**

WEDNESDAY November 1, 2017: One qualifier on or about 8a.m.

THURSDAY November 2, 2017: One qualifier on or about 7a.m.; One qualifier on or about 1p.m.

FRIDAY November 3, 2017: One qualifier on or about 2p.m

MONDAY November 6, 2017: One qualifier on or about 7a.m.

TUESDAY November 7, 2017: One qualifier on or about 8a.m.