

## 95.5 NASH ICON “SUPERSTAR OF THE DAY” CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station 95.5 NASH ICON WSM-FM (“Station”), owned and operated by Cumulus Media Holdings Inc. or one of its subsidiary companies, 10 Music Circle East, Nashville, TN 37203, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the 95.5 NASH ICON “SUPERSTAR OF THE DAY” 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 Station’s listening area. 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. An individual may win an on-going contest only once per 30-day period unless otherwise specifically stated. An individual may win other seasonal or one-time contests only once for the duration of the contest. The Station reserves the right to limit the number of times an individual may enter a contest or drawing.

**3. Contest Period.** The Contest will begin at **5:01 a.m., CT on October 10, 2016** and will run through **9:59 p.m., CT on November 23, 2016** (the “Contest Period”). 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 the following:

- (i) **On-Air:** Listen to the Station daily between the hours of 5:00 a.m., CT to 9:59 p.m., CT from October 10, 2016 through November 23, 2016. Each weekday during the dates listed, the station will announce the “Superstar of the Day.” When the station plays a song from the “Superstar of the Day” in its entirety, listeners should call the Station at 615-737-9500 after the song ends. Once the song ends, caller number seven to the Station, as determined by the Station in its sole discretion, will win. **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 or digital over-the-air signal. As a result, the odds of an online listener entering this Contest on-air may be diminished.

**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 telephone upon winner determination. The potential winner will be required to sign and return to Station, within three (3) days of the date of such notice, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. 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. A winner who accepts a prize cannot rescind their acceptance and/or return the prize.

**6. Prize.** One Hundred Sixty Five (165) Prizes will be awarded in this Contest. Each prize given away is a gift card for \$190. **ARV of each prize is \$190.** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning depend on the number of eligible entries received by Station during the Contest Period. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason.

**7. 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.

**8. 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.

**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, including in the event of 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 or subsequent opportunity to participate in the Contest during the period in which the Contest is run; otherwise, Station shall have no liability therefor. 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 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 every 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 within 30 days after the contest period expires by sending a self-addressed stamped envelope to the Contest Sponsor identified below.

**CONTEST SPONSOR: CUMULUS MEDIA HOLDINGS, INC., 95.5 NASH ICON WSM-FM, 10 Music Circle East, Nashville, TN 37203.**