

CUMULUS RADIO STATION GROUP'S "LET'S ROCK WITH THE BLACK KEYS" NATIONWIDE CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of any of the participating radio stations set forth below (individually a "Station" and collectively, the "Stations"), owned or operated by Cumulus Media New Holdings Inc. ("Sponsor") or one of its subsidiaries during normal business hours Monday through Friday, or by sending a self-addressed, stamped envelope to Sponsor at the address below.

Sponsor will conduct **Cumulus Radio Station Group's "Let's Rock with The Black Keys" Nationwide 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.

2. Eligibility. This Nationwide Contest is open only to legal U.S. residents who are age 21 or older at the time of entry with a valid Social Security number who resides in the Designated Market Area ("DMA," as defined by Nielsen) of a Participating Station, as listed below. A complete list of all Participating Stations can be found at the end of these Contest Rules. Employees of the Participating Stations, Sponsor, its parent company, affiliates, subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving a 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 Nationwide 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 Nationwide Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Contest Period. The Nationwide Contest will begin at **12:01a.m., ET on December 16, 2019** and will run through **2:59 a.m., ET on December 28, 2019** (the "Contest Period"). The Sponsor's computer is the official time keeping device for this Nationwide Contest.

4. How to Enter.

- (i) **Text Entry Method.** Send a text message to short code 64636, with the secret keyword, correctly spelled, that will be announced on one (1) or more participating Cumulus radio Station(s) in your DMA, (all Participating Stations are listed below) during the Contest Period; OR
- (ii) **Free Alternate Method of Entry.** To enter the Contest without sending a text message during the Contest Period, visit the website <http://digitalivy.com/BMKRGO> and fully complete the Entry Form by (a) correctly typing in the secret keyword (b) including a telephone number (cell phone or landline), including area code, (c) email, (d) city, state, and zip code, and (e) date of birth. You must successfully submit the Secret Keyword(s) correctly spelled and your complete and accurate registration information in order to receive a valid entry.

All entries must be received by 2:59 a.m., ET on December 28, 2019, to be eligible for the grand prize drawing. You can enter this Contest more than once. **Standard text messaging rates, as established by an individual's wireless carrier may apply, and Sponsor assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Sponsor. By entering the Nationwide Contest using the texting entry method, you consent to the receipt of a bounce-back confirmation text. 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. Any attempt by any participant to submit additional entries by using multiple/different/alternate telephone phone numbers, identities, or any other method will void that participant from further participation in the Nationwide Contest. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor 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 Sponsor and will not be returned. No mail-in entries will be accepted.

TEXTING IN THE ENTRY WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING.

5. Winner Selection. On December 28, 2019, after 9:00 a.m. ET, Sponsor will select one (1) entry for the Grand Prize in a random drawing from among all valid entries received from all Participating Stations, as listed at the bottom of these Contest Rules, during the Contest Period and from both entry methods outlined above in Section 4. All texting entries and online entries will be pooled together to select the Winner. 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). Sponsor's decisions as to the administration and operation of the Nationwide 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 24 hours of notification will result in disqualification.

6. Verification of Potential Winner. THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE NATIONWIDE 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 call after the date of the random drawing. The potential winner will be required to sign and return to Sponsor, 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 Contest prize is disqualified for any reason, Sponsor 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 Nationwide Contest. The Grand Prize consists of (i) round-trip airfare for winner and guest from winner's closest city airport to Chicago, IL (airport determined by Sponsor); (ii) two (2) nights hotel stay, single room double occupancy, for winner and guest; (iii) two (2) tickets to The Black Keys January 16 show; and (iv) two (2) meet and greet passes with the Black Keys. **Approximate Retail Value ("ARV") one thousand five hundred (\$1,500). 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 by all Participating Stations during the Contest Period and listeners participating from all Participating Stations at any given time. The odds of winning this Contest and the number and identity of radio stations participating in this Contest may change during the Contest Period, including in the event of the sale or purchase of radio stations during the Contest Period. 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 January 15 - 17, 2020. 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. If in the judgment of the Sponsor, air travel is not required due to winner's proximity to the trip destination, ground transportation will be substituted for roundtrip air travel at the Sponsor's sole discretion. In that instance, Winner shall not receive the difference in air travel expense versus ground transportation expenses. 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 (21) 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 of any redemption

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 Sponsor, which are binding and final in all matters relating to this Nationwide Contest; (b) release and hold harmless Sponsor, Cumulus Media New Holdings, Inc., and its subsidiaries, and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Nationwide 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 by law, participation in the Contest constitutes winner's consent to Sponsor'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.

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. The actual retail value of the prize will be reported on the IRS Form 1099, which may differ from the above stated ARV.

11. General Conditions. Sponsor 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 Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as

determined by Sponsor in its sole discretion. Sponsor 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, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor'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. 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, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Changes to the Contest or Changes to those Participating Stations. If, for any reason, in the sole opinion of Sponsor, this Contest or any Participating Station is not capable of running as planned by reason of an Act of God, infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, system overload or any other causes, whether discovered or suspected by Sponsor, which, in the sole opinion of the Sponsor, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest, and/or remove a Participating Station, and/or provide alternative means of entry or any other changes to these contest rules that Sponsor deems appropriate under the circumstances. In the event of termination, suspension or modification of this contest, a notice will be posted online and/or announced on-air.

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, 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 Georgia State Court located in the City of Atlanta, Georgia; (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 the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

15. Entrant's Personal Information. Information collected from entrants is subject to Sponsor's Privacy Policy, which is available on the Stations' websites 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 Sponsor to be used, disposed of or destroyed in its sole discretion. Sponsor is not responsible for any incorrect or inaccurate information entered by telephone 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 the Stations' websites and/or text messaging service.

16. Nationwide Simultaneous Contest. THE CONTEST IS ONE (1) NATIONWIDE CONTEST MADE UP OF MANY PARTICIPATING STATIONS, AS OUTLINED BELOW. SPONSOR IS CONDUCTING THIS CONTEST CONCURRENTLY AND SIMULTANEOUSLY ON SEVERAL PARTICIPATING STATIONS THAT ARE LOCATED IN VARIOUS STATES AND THOSE RESPECTIVE VARIOUS TIME ZONES WHERE A STATION IS LOCATED.

17. 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 Sponsor identified below.

CONTEST SPONSOR: CUMULUS MEDIA NEW HOLDINGS INC., 3280 Peachtree Road NW, Suite 2200, Atlanta, GA 30305, Attn: "Let's Rock with The Black Keys" Contest.
PRIZE PROVIDED BY: Warner Records

PARTICIPATING STATIONS:

Market City	Market State	Call Letters
Amarillo	TX	KZRK-FM

Ann Arbor	MI	WQKL-FM
Appleton	WI	WWWX-FM
Atlanta	GA	WNNX-FM
Atlanta	GA	WWWQ-H2
Buffalo	NY	WEDG-FM
Columbia/Jefferson City	MO	KBXR-FM
Eugene	OR	KNRQ-FM
Fayetteville	AR	KKEG-FM
Fayetteville	AR	KRMW-FM
Fayetteville	NC	WRCQ-FM
Fort Walton Beach	FL	WKSM-FM
Grand Rapids	MI	WKLQ-FM
Harrisburg	PA	WQXA-FM
Indianapolis	IN	WNDX-FM
Kansas City	KS	KCJK-FM
Lexington	KY	WXZZ-FM
Memphis	TN	WXMN-FM
Minneapolis	MN	KXXR-FM
New London	CT	WMOS-FM
New Orleans	LA	WZRH-FM
Oklahoma City	OK	KATT-FM
Peoria	IL	WIXO-FM
Saginaw	MI	WKQZ-FM
Syracuse	NY	WAQX-FM
Topeka	KS	KDVV-FM
Wilkes-Barre	PA	WBSX-FM