

# Cumulus Media Radio Station Group \$1,000,000 Bracket Challenge

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER, PARTICIPATE OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY FOR THOSE INDIVIDUALS WHO RESIDE IN A DESIGNATED STATION'S PARTICIPATING CUMULUS MEDIA NEW HOLDINGS, INC. (the "CUMULUS RADIO STATION GROUP'S") MARKETS AS IDENTIFIED BELOW, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Contest Name:** Cumulus Media Radio Station Group's \$1,000,000 Bracket Challenge (the "Contest").

**Contest Dates:** Contest registration is scheduled to begin at 12:00:00am ET on **3/2/2020** and end at 12:00:00pm (noon) ET on **3/19/2020** prior to the start of the first game in the first round of the designated tournament (the "Registration Period"). The Grand Prize Contest is scheduled to occur between 3/19/2020 – 4/6/2020 during the designated 2020 Men's College Basketball Tournament. Contest is subject to all applicable federal, state and local laws and regulations and is void outside AL, DC, GA, ID, IN, OK, PA, SC and TN, and wherever prohibited or restricted by law.

- **Designated Tournament:** 2020 Men's College Basketball Tournament being played between 3/19/2020 – 4/6/2020, with the Semi-Final and Championship games to be held in Atlanta, GA.
- **NOTE:** The 'play-in' games on 3/17/2020 and 3/18/2020 are 'byes' and not part of the prediction contest.

**Participating Radio Stations in designated Cumulus markets:** These official rules are specific to the Cumulus Media Radio Station Group's \$1,000,000 Bracket Challenge being executed by those specific participating Cumulus Media licensed radio stations in participating markets, as detailed below. Participating stations and markets are at the sole determination and discretion of Cumulus Media. Not all markets or stations will participate – check with the Cumulus Media radio station where you reside in order to determine participation. Each participating market and/or radio station shall execute its own individual and separate Bracket Challenge contest. **Participating contestants acknowledge that the Contest is one (1) Nationwide Contest made up of many participating stations, as outlined below, that are located in various states and those respective various time zones where a station is physically located.**

- NOTE: Multiple radio stations located within a particular market may participate in a single bracket within the same market, but each market shall execute a separate Bracket Challenge contest. Participating contestants shall be competing against all other contestants from all participating radio stations combined within that designated market.
- Participating Cumulus Media radio station markets and associated brackets include:
  - Allentown, PA
  - Atlanta, GA
  - Birmingham, AL
  - Boise, ID
  - Charleston, SC
  - Columbia, SC
  - Indianapolis, IN
  - Knoxville, TN
  - Memphis, TN
  - Mobile, AL
  - Myrtle Beach, SC
  - Oklahoma City, OK
  - Washington, DC

**Who May Enter:** Contest is open only legal U.S. residents of AL, DC, GA, ID, IN, OK, PA, SC and TN, who are domiciled within the broadcast listening area of a participating Cumulus Media radio station, and who are age 18 or older, 19 or older in Alabama, as of date of entry, with a valid U.S. driver's license or government issued photo ID, except the following persons who are not eligible to enter, participate or win:

- (a) Employees, officers, and directors of **Cumulus Media New Holdings, Inc., participating Cumulus Media radio stations** (collectively "Stations", **local participating Sponsors** (collectively "Sponsor(s)", **Million Dollar Media, LLC** (the "Contest Administrator"), each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.
- (b) Individuals who do not have access to an internet connection in order to visit a participating radio station website or complete the contest registration requirements; or a valid email address to register.

**How to Enter – Online Registration:** Visit the participating Cumulus Media radio station website in the radio market where you are domiciled and reside during the “Registration Period” and connect to the Bracket Challenge Contest website registration page for that participating station or market. Registrants who enter on a radio station website where they are not domiciled shall be deemed not entered for purposes of this Contest, and any activities undertaken by that contestant will be deemed void. Fully complete the online registration with all required information, including your name, complete address (*including city, state and zip*), valid email address, birth date, and phone number (*including area code*). Each registrant will designate their own ‘Screen Name’, and must enter their username (email address) and password. The designated ‘Screen Name’ will be displayed on the ‘Standings Page’ during the contest. Each registrant’s username (email address) and password will allow contestants to return to the contest site to Log-in and view their prediction, points and standings.

After having read and agreed to these Official Rules, click the submit button to submit your online registration. All entries must be fully complete for all required registration information. Any entry submitted with an invalid email address will be immediately disqualified. Any entry submitted on a website of a participating station where the contestant is not domiciled will be disqualified. **Maximum of one entry per person or per valid email address.** Any contestant submitting more than one entry, or using multiple names or email addresses to enter more than once, will void all entries by that contestant. Multiple contestants 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. Cumulus Media New Holdings, Inc. 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 Cumulus Media New Holdings, Inc. and will not be returned. Cumulus Media New Holdings, Inc. 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.

**Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry and if a contestant opts-in, contestant agrees that sponsors and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the contest, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or purchase incentives. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.**

**Bracket Prediction Deadline – Bracket Predictions must be completed and saved by 12:00:00pm (noon) ET on 3/19/2020:**

Each contestant must complete, submit and **save** their fully completed bracket prediction for the 2020 Men’s College Basketball Tournament, per the requirements outlined below. Bracket predictions must be completed, submitted and saved between:

- **3/15/2020 – Following participating team selection announcements for the designated 2020 Men’s College Basketball Tournament.**
  - NOTE: Eligible contestants may submit and save bracket pick selections prior to 3/15/2020, however, participating teams and game match-ups will not be available until 3/15/2020. (*Bracket predictions may be submitted prior to team announcements on 3/15/2020 by selecting seeding, random selection or top seeds without knowing the associated teams.*)
- **3/19/2020 – Prior to 12:00:00pm (noon) ET, prior to the start of the tournament, when registration and bracket prediction submissions will be closed.**

**NOTE – Play-in game byes:** The play-in games on 3/17/2020 and 3/18/2020 are byes, and not part of the bracket prediction challenge.

**Bracket Prediction – Team Announcements:** Once the designated 2020 Men’s College Basketball Tournament team selections have been announced on 3/15/2020 – all pre-registered or newly registering contestants must fully complete the provided Bracket Prediction form on the Picks page of the contest website for all (63) scheduled games. Any contestant who does not fully complete, save and submit a bracket prediction for all (63) games in the tournament for any reason by the required deadline at 12:00:00pm ET on 3/19/2020, shall be disqualified from the contest, and not eligible to participate or win the grand prize or bonus prize (see below).

**IMPORTANT – Save Picks:** After completing or editing your Bracket Prediction, contestants are required to click the ‘**Save Picks**’ button on the contest website to submit and save their bracket predictions selections, cumulative score prediction or to make any updates to their bracket predictions prior to the registration deadline. Any changes or completed bracket predictions made without clicking the ‘**Save Picks**’ will not be saved or submitted, and will not be eligible or recognized for this contest.

All bracket prediction entries must be **received by 12:00:00pm (noon) ET on 3/19/2020** in order to be eligible to participate in the Contest or claim any grand prize or bonus prize award level (see below). Any registered participant or contestant who fails to fully or correctly complete the required Bracket Prediction for all (63) games in the designated tournament (and then Save their picks) will be disqualified from the contest and will be ineligible to claim any prize.

Any bracket prediction or edits to Bracket Predictions not received by the Contest Administrator by the required deadline **for any reason** including, but not limited to transmission error, human error, internet problems, programming or technical errors, equipment or website malfunction, user error, data corruption, internet traffic or errors caused by viruses or hackers will be disqualified. Sponsor is not responsible for any delays or difficulty in receipt an eligible contestant's Bracket Prediction, or for any loss or corruption of data that prevents a contestant from participating for any reason.

Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

**Each participant must submit an entry on his/her own behalf.** Any entry submitted on behalf of another individual or using another person's name, email or registration will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to enter the Contest will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized account holder" will be the natural person assigned the email address on the account by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

**Eligible Entries:** There will be a maximum of 300,000 total entries allowed among all participating Cumulus Media radio stations in all participating markets combined. The contest registration shall be closed following receipt of the first 300,000 eligible entries received.

**Scoring – Bracket Points:** Each eligible participant who has successfully completed the registration and bracket prediction submission by the required deadline as required by these Official Rules will receive 1-point for each of the (63) games for which they have correctly predicted the winning team. Any incorrect predictions will receive 0 points. The maximum point total for correctly predicting the winning team in every game played during the designated 2020 Men's College Basketball Tournament is 63 points. At the completion of the designated tournament, each eligible contestant's bracket prediction received will be compared to the actual bracket outcome during the tournament.

**Tie Breaking Procedures – 1<sup>st</sup> Place Bracket Champion or Runner-up Prize Awards (if available - see below):** In the event of a tie among any point leaders in the Bracket prediction within any participating market or station bracket following the conclusion of the tournament, the tie-breaker to determine the 'Winner' for any available 1<sup>st</sup> place Bracket Champion or runner-up prize awards shall be as follows (*tie breaker procedures shall not apply for the \$1,000,000 40-year annuity Grand Prize or \$10,000 Cash Bonus Prize award levels – see below*):

- Contestant who has predicted closest to the actual Cumulative Points total in the Championship game, regardless if the prediction is higher or lower than the actual point total.
- In the event of a remaining tie among any eligible contestants within any market for any 1<sup>st</sup> Place Bracket Champion or Runner-up prize awards, the tie-breaker shall then be a random drawing among remaining tied contestants conducted by the Contest Administrator in that participating market.

**Grand Prize Award Requirements – Perfect Bracket (all 63 games correct):** In order for the grand prize to be awarded, an eligible contestant must have correctly predicted the winner of all (63) games in the designated 2020 Men's College Basketball Tournament, thereby scoring a perfect 63 points. **If no eligible contestant correctly predicted the winner of all 63 games as required by these Official Rules, then the Grand Prize award will NOT be awarded in this contest.**

- **NOTE:** For purposes of clarity, if any game(s) are cancelled, forfeited, or indefinitely suspended for any reason, and fewer than (63) games are played in the designated tournament, then no entrant shall be able to correctly predict the winner of all (63) games in the designated Men's College Basketball Tournament, as required to claim the grand prize. As a result of any such cancellations, forfeits or indefinite game suspensions, there shall be no (63) game perfect brackets, and no opportunity to claim the \$1,000,000 40-year annuity grand prize, and no grand prize or alternate substitute prize or compensation will be available for award in the contest. Any eligible contestant who has correctly predicted every game played in the tournament as of the date of any such cancellation(s), forfeit(s) or indefinite suspension(s), but fewer than

all scheduled (63) games for any reason, shall not be awarded and shall have no opportunity to claim the grand prize.

**Bonus Prize Award Requirements – Any (60) correct games:** In order for the bonus prize to be awarded, an eligible contestant must have correctly predicted the winner of (60) or more games in the designated 2020 Men's College Basketball Tournament, thereby scoring 60 or more points. If no eligible contestant correctly predicted the winner of 60 or more games as required by these official rules, then the **Bonus Prize will NOT be awarded.**

- **NOTE:** For purposes of clarity, if any game(s) are cancelled, forfeited, or indefinitely suspended for any reason, and fewer than (60) games are played in the designated tournament, then no entrant shall be able to correctly predict the winner of (60) or more games in the designated Men's College Basketball Tournament, as required to claim the bonus prize. As a result of any such cancellations, forfeits or indefinite game suspensions where fewer than (60) games are played, there shall be no (60) or more correct game brackets, and no opportunity to claim the \$10,000 bonus prize, and no bonus prize or alternate substitute prize or compensation will be available for award in the contest. Any eligible contestant who has correctly predicted fewer than (60) or more games for any reason, shall not be awarded and shall have no opportunity to claim the bonus prize.

**Prize Awards:** The following prize awards will be available to eligible contestants participating in the Contest:

**All prize awards are NON-CUMULATIVE. An eligible contestant is eligible for only one (1) prize award.**

**Grand Prize – Predict all (63) Games Correctly (“Perfect Bracket”):** If any eligible contestant correctly predicts the winner of all (63) games in the designated 2020 Men's College Basketball Tournament (a perfect bracket), they will be eligible to claim the grand prize subject to approval and verification of compliance with these official rules. The grand prize is: **\$1,000,000 40-year annuity, awarded in the form of 40 equal, annual payments in the amount of \$25,000 per year, without interest. Initial payment shall occur within approximately 60-days from confirmation and approval, and then follow annually on or about the anniversary date of the first payment.**

**A maximum of one (1) grand prize will be awarded per participating market or station bracket site, regardless of the number of contestants from that market or station who have submitted a potential winning perfect bracket prediction.** In the event of multiple winning entries within any participating market or station bracket site, then the cash value of the grand prize will be evenly distributed among eligible winning contestants from that participating market (i.e. if there are two winning contestants from within the same market, each contestant will receive \$12,500 per year). **If no eligible contestant successfully completes the grand prize winning requirements, then the grand prize will NOT be awarded** in that market or station bracket site. **It is possible that zero (0), no, Grand Prizes will be awarded in this Contest.**

**Bonus Prize – Predict (60) or more Games Correctly:** If any eligible contestant correctly predicts the winner of (60) or more games in the designated 2020 Men's College Basketball Tournament, they will be eligible to claim the bonus prize subject to approval and verification of compliance with these official rules. The bonus prize is: **\$10,000 Cash. It is possible that zero (0), no, Bonus Prize will be awarded in this Contest.**

**A maximum of one (1) bonus prize will be awarded per participating market or station, regardless of the number of contestants from that market or station bracket site who have submitted a potential winning 60 or more correct games prediction.** In the event of multiple winning entries within any participating market or station bracket site, then the cash value of the bonus prize will be evenly split among eligible winning contestants from that participating market or station. If no eligible contestant successfully completes the bonus prize winning requirements, then the bonus prize **will NOT be awarded** in that market or station bracket site.

**Local Market/Station Bracket Champion (if available) – 1<sup>st</sup> Place prize award for Most Correct Games (Maximum one prize award per market or station bracket site):**

- **IMPORTANT NOTE:** Not all participating markets or stations shall award a Bracket Champion prize award. You should check with the Station participating where you are domiciled. 1<sup>st</sup> Place bracket champion prize awards shall only be available as designated by that local participating market or station, in the market or station's sole determination and discretion. Any local participating market or station 1<sup>st</sup> Place Bracket Champion prize award shall be as designated, announced and listed on the participating radio station website(s). See any participating station website for availability and 1<sup>st</sup> place bracket champion prize award details.

If available in your participating market or station bracket, the eligible contestant who predicts the most games correctly from among all eligible contestants within that participating market or station bracket, thereby earning the most points in the bracket challenge will be eligible to claim the 1<sup>st</sup> Place Bracket Champion prize award available for that market (if available), subject to approval and verification of compliance with these official rules. The 1<sup>st</sup> Place Bracket Champion prize award is: **bracket champion bonus prize award, consisting of the merchandise and items as solely determined and announced by the participating market and local radio station(s).**

**There is a maximum of one (1) 1<sup>st</sup> Place Bracket Champion prize award available per participating market.** In the event of multiple contestants tied for the most games predicted correctly within the market, then the tie breaking procedures (*see above*) will apply for determining the 1<sup>st</sup> Place Bracket Champion prize winner for that market. Winner must accept delivery of prize as specified by Stations/Sponsor. Prize does not include any other costs or associated expenses not specifically listed by station(s) or any related delivery, prize acceptance, installation or use costs.

**Additional Local Market Runner-up Prize Award(s) (if available):**

- **IMPORTANT NOTE:** Not all participating markets or stations shall award Runner-up prize award(s). You should check with the Station participating where you reside. Runner-up prize awards shall only be available as designated by that local participating market or station, in the market or station's sole determination and discretion. Any local participating market or station Runner-up prize award(s) shall be as designated, announced and listed on the participating radio station website(s). See any participating station website for availability and Runner-up prize award details.

If available in your participating market or station bracket, the next eligible contestant(s) who predict(s) the most games correctly, following determination of the 1<sup>st</sup> place bracket champion, from among all eligible contestants within that participating market or station bracket, thereby earning the next most points total in the bracket challenge will be eligible to claim any available runner-up prize award available for that market (if available), subject to approval and verification of compliance with these official rules. The Runner-up prize award is: **runner-up bonus prize award, consisting of the merchandise and items as solely determined and announced by the participating market and local radio stations.**

In the event of multiple contestants tied for any available runner-up prize award(s), then the tie breaking procedures (*see above*) will apply for determining the runner-up prize winner(s) for that market. Winner must accept delivery of prize as specified by Stations/Sponsor. Prize does not include any other costs or associated expenses not specifically listed by station(s) or any related delivery, prize acceptance, installation or use costs.

**All prize awards are non-cumulative. There is a maximum of one prize award per participating contestant.** All applicable federal, state and local taxes are the winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at 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.

**Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY CUMULUS MEDIA NEW HOLDINGS, INC. 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. All of the following will apply for each prize winner: 1) Winner will be required to complete and return, within 5 days of date of receipt, a W-9 form (if prize value exceeds \$600), an affidavit of eligibility, proof the Winner is domiciled in the radio market where the Winner signed up and participated in the Contest, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won, if prize value exceeds \$600; and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

**Additional Rules & Restrictions:** By participating in this Contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules or was ineligible to participate for any of the reasons outlined herein, he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

**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 Cumulus Media New Holdings, Inc., which are binding and final in all matters relating to this Contest; (b) release and hold harmless Cumulus Media New Holdings, Inc., Cumulus Media New Holdings, 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. Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Contestants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest or any part of it, if fraud, misconduct or technical failures or any other factor beyond Cumulus Media New Holdings, Inc.'s reasonable control impairs, destroy or threaten the integrity or proper functioning of this Contest portion of the Promotion, as determined in the sole opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine the finalists in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination. Cumulus Media New Holdings, Inc. 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. 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, Cumulus Media New Holdings, Inc. reserves the right to seek damages from any such person to the fullest extent permitted by law. Cumulus Media New Holdings, Inc.'s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

If due to circumstances beyond the control of the Sponsor, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by a Station, 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, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**IN CASE OF 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, 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 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 **Official Rules & Winners List:** For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 5/31/2020 to: Cumulus Media \$1,000,000 Bracket Challenge, c/o Million Dollar Media, P.O. Box 248, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting: Official Rules or Winners List. If requesting Winner List, you must specify the designated participating market.

**Sponsor:** This Contest is sponsored by Cumulus Media New Holdings, Inc., and the local participating Cumulus radio stations within each participating market.

**Administrator:** This Contest is administered by Million Dollar Media, LLC, P.O. Box 248, Woodbridge, NJ 07095.