

**CUMULUS RADIO STATION GROUP'S
"WIN A TRIP TO ED SHEERAN'S FIRST AND LAST TOUR STOPS"
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 "WIN A TRIP TO ED SHEERAN'S FIRST AND LAST TOUR STOPS" Nationwide Contest** (the "Contest" or "Nationwide 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 **12:01 a.m., ET on November 28, 2022** and will run through **11:59 p.m., ET on December 9, 2022** (the "Contest Period"). The Sponsor's computer is the official time keeping device for this Nationwide Contest.

4. How to Enter.

Listen to a Participating Station, as listed at the bottom of these Contest Rules, weekdays during the Contest Period. Each Participating Station will announce the new Secret Keyword each weekday a minimum of three (3) times, once between 6:00 a.m. and 10:00 a.m., once between 10:00 a.m. and 3:00 p.m., and once between 3:00 p.m. and 6:00 p.m., local time where a Participating Station is physically located (each a "Contest Round"). Then:

(i) **Text Entry Method.** Send a text message to short code 95819 with the Secret Keyword correctly spelled before midnight local time that day;

OR

(ii) **Free Alternate Method of Entry.** To enter the Contest without sending a text message during the Contest Period, visit the website <https://digitalivy.com/1PKSEW> and fully complete the Entry Form by (a) providing the Secret Keyword spelled correctly (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 before midnight local time that day to receive a valid entry.

All entries must be received by 11:59 p.m., ET on December 9, 2022, to be eligible to win. 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. LIMIT ONE (1) ENTRY PER PERSON PER CONTEST ROUND, REGARDLESS OF THE METHOD OF ENTRY CHOSEN BY A LISTENER. EACH CONTEST ROUND OF THE CONTEST, LISTENERS MAY EITHER (I) TEXT IN AN ENTRY INTO USING A MOBILE DEVICE OR (II) ENTER ONLINE, BUT NOT BOTH METHODS.

5. Winner Selection. On December 12, 2022, Sponsor will select one (1) entry for the Grand Prize (as defined below) 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. The winning entrant will be contacted using the telephone number or email address used to submit 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 twenty-four (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. Prizes. One (1) Grand Prize will be awarded in this Nationwide Contest. The Grand Prize consists of two (2) trips for the winner and a guest. Trip 1 consists of roundtrip air transportation for two (2) people from winner's home airport to Dallas, TX; two (2) nights hotel stay for two (2) people (single room, double occupancy, room & tax only) in the Arlington, TX area at a hotel selected by Prize Provider; two (2) tickets to the Ed Sheeran concert in Arlington, TX on May 6, 2023. Trip 2 consists of roundtrip air transportation for two (2) people from winner's home airport to Los Angeles, CA; two (2) nights hotel stay for two (2) people (single room, double occupancy, room & tax only) in the Los Angeles, CA area at a hotel selected by Prize Provider; two (2) tickets to the Ed Sheeran concert in Inglewood, CA on September 23, 2023. **ARV of the Grand Prize is Five Thousand Dollars (\$5,000).** If the Grand Prize winner resides within a four (4) hour drive of either Trip 1 or Trip 2, the winner is not eligible for the roundtrip air transportation component of that Trip, and no substitution or cash equivalent will be provided. In such a case, the Grand Prize winner will be awarded all components of the Grand Prize listed above except roundtrip air transportation for that Trip. The actual retail value of the Grand Prize 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 s/he will be provided a 1099 on the actual retail value. **For entry to the prize event, each event attendee may be required to show valid proof of full vaccination against the COVID-19 virus and/or valid proof of a negative test for the COVID-19 virus within 72 hours (or such other time as the event organizers require) prior to the event.**

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a prize depend on a number of factors including the number of eligible entries received during the Contest Period and listeners participating at any given time.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, in its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities, or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

Should the winner be unable to travel for any reason, winner immediately forfeits the Grand Prize and at that time, Sponsor may select an alternate winner in its sole and exclusive discretion and in compliance with these Contest Rules.

Trip 1 must be taken May 5-7, 2023, and Trip 2 must be taken September 22-24, 2023. Winner and guests must travel on the same itinerary. Winner's guest must be eighteen (18) years of age or older. Grand Prize is non-transferable and no substitution will be made except as provided herein in the Sponsor's sole discretion. If winner elects to partake in any or all portions of winner's Grand Prize with no guest, the Grand Prize will be awarded to winner and any remainder of the Grand Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Grand Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption.

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

8. Entry Conditions and Release. By entering, each 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, disease, epidemic, pandemic, quarantine, acts of government, 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., 780 JOHNSON FERRY RD NE, SUITE 500, ATLANTA, GA 30342, Attn: “WIN A TRIP TO ED SHEERAN’S FIRST AND LAST TOUR STOPS” Contest.

PRIZES PROVIDED BY: Messina Touring Group

PARTICIPATING STATIONS:

Market	Station Call-Letters	Sponsors
Abilene, TX	KCDD-FM	
Albuquerque, NM	KDRF-FM	
Albuquerque, NM	KMGA-FM	
Albuquerque, NM	KOBQ-FM	
Allentown/Bethlehem, PA	WLEV-FM	
Atlanta, GA	WWWQ-FM	
Beaumont, TX	KQXY-FM	
Bloomington, IL	WBNQ-FM	
Boise, ID	KQFC-FM	
Charleston, SC	WSSX-FM	
Cincinnati, OH	WRRM-FM	
Colorado Springs, CO	KKMG-FM	
Colorado Springs, CO	KKPK-FM	
Columbia, SC	WTCB-FM	
Columbia/Jefferson City, MO	KOQL-FM	
Columbus/Starkville, MS	WNMQ-FM	
Dallas/Fort Worth, TX	KLIF-FM	
Des Moines, IA	KWQW-FM	
Erie, PA	WXKC-FM	
Eugene, OR	KEHK-FM	
Fayetteville, AR	KMCK-FM	
Fayetteville, NC	WQSM-FM	
Flint, MI	WWCK-FM	
Florence, SC	WQPD-FM	
Fort Smith, AR	KBBQ-FM	
Fort Walton Beach, FL	WNCV-FM	
Fort Walton Beach, FL	WZNS-FM	
Fresno, CA	KWYE-FM	
Grand Rapids, MI	WHTS-FM	
Green Bay, WI	WQLH-FM	
Harrisburg, PA	WNNK-FM	
Harrisburg, PA	WWKL-FM	
Houston, TX	KRBE-FM	
Huntsville, AL	WZYP-FM	
Indianapolis, IN	WNTR-FM	
Indianapolis, IN	WZPL-FM	
Kansas City, KS	KCHZ-FM	
Lafayette, LA	KSMB-FM	
Lake Charles, LA	KBIU-FM	
Lexington, KY	WLTO-FM	

Little Rock, AR	KLAL-FM	
Little Rock, AR	KURB-FM	
Macon, GA	WPEZ-FM	
Melbourne, FL	WAOA-FM	
Mobile, AL	WABD-FM	
Montgomery, AL	WHHY-FM	
Montgomery, AL	WMXS-FM	
Muskegon, MI	WWSN-FM	
New London, CT	WQGN-FM	
Oklahoma City, OK	KKWD-FM	
Oklahoma City, OK	KYIS-FM	
Peoria, IL	WZPW-FM	
Providence, RI	WPRO-FM	
Providence, RI	WWLI-FM	
Saginaw, MI	WHNN-FM	
Saginaw, MI	WIOG-FM	
Salt Lake City, UT	KBEE-FM	
Salt Lake City, UT	KENZ-FM	
Shreveport, LA	KQHN-FM	
Stockton/Modesto, CA	KHOP-FM	
Stockton/Modesto, CA	KJOY-FM	
Syracuse, NY	WNTQ-FM	Kia of East Syracuse
Tallahassee, FL	WBZE-FM	
Toledo/Monroe, OH	WQQO-FM	
Topeka, KS	KMAJ-FM	
Wilkes-Barre, PA	WBHT-FM	
Wilkes-Barre, PA	WMGS-FM	
Wilmington, NC	WGNI-FM	
Worcester, MA	WXLO-FM	
York, PA	WARM-FM	
Youngstown, OH	WHOT-FM	
Pensacola, FL	WMEZ-FM	