

CUMULUS MEDIA/WESTWOOD ONE “LISTENERSCONNECT MONTHLY CONTEST” CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of Cumulus Media/Westwood One, owned and operated by Cumulus Media New Holdings Inc. or one of its subsidiary companies, 220 West 42nd Street, New York, NY, 10036, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

Cumulus Media/Westwood One will conduct the CUMULUS MEDIA/WESTWOOD ONE “LISTENERSCONNECT MONTHLY CONTEST” Contest (the “Contest”) substantially as described in these rules. This contest will be administered by Maru/Matchbox, LLC (“MARU/MATCHBOX”). By participating, each participant agrees as follows:

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.

Eligibility. This Contest is open only to legal U.S. residents age eighteen (18) years or older (nineteen 19 for Alabama residences and twenty-one (21) for Mississippi residences) at the time of entry with a valid Social Security number and who reside in the Continental United States, who have not won a prize from Cumulus Media/Westwood One in the last 365 days or a prize valued at \$500 or more in the last 365 days, and whose immediate family members or household members have not won a prize from the Cumulus Media/Westwood One in the last 365 days or a prize valued at \$500 or more in the last 365 days. **Void where prohibited by law.** Employees of Cumulus Media Holdings Inc., its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio companies or corporations, 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.

2. Contest Period. The Contest will be conducted from **12:00am ET on May 3, 2019** and will run through **11:59pm ET on July 31, 2019** (the “Contest Period”). The Cumulus Media/Westwood One’s computer is the official time keeping device for this Contest.

3. How to Enter. To enter:

Online: All Entrants may enter the Contest by completing a survey posted in the ListenersConnect community on the ListenersConnect Community survey website at <http://www.listenersconnect.com>. **Limit one (1) entry per person per day per email address.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Cumulus Media/Westwood One 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/Westwood One and will not be returned. Cumulus Media/Westwood One 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.

4. Winner Selection.

Each calendar month within the Contest Period, five (5) Winners will be selected by random drawing by MARU/MATCHBOX from eligible Entrants for that calendar month. That random drawing will occur within ten (10) days after the end of such calendar month (such date, the “Draw Date”). MARU/MATCHBOX will notify each winner by email within ten (10) business days of the relevant Draw Date. Winners will have two (2) business days from date the notification is sent to accept the Prize by email, and will be instructed whom to contact at that time. MARU/MATCHBOX is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected Entrant cannot be contacted or fails to respond within the allotted time MARU/MATCHBOX reserves the right to void that entry and select another eligible Entrant for that Prize (and in the event that the subsequent selected Entrant cannot be contacted or fails to respond, a further Entrant will be selected, until a winner is determined, provided further that in the event that a winner is not determined after attempts have been made to contact 3 Entrants, MARU/MATCHBOX may elect not to conduct any further redraws and not award such Prize).

In order to be declared an official winner, the selected Entrants will be required to complete, and return to MARU/MATCHBOX a web-based Winner Notification Survey within ten (10) days of receipt. If a selected Entrant(s) fails to complete, and return the web-based Winner Notification Survey to MARU/MATCHBOX within two (2) business days, MARU/MATCHBOX reserves the right to

void that entry and select another eligible Entrant for that Prize. By completing, and returning the web-based Winner Notification Survey, the Entrant: (i) confirms compliance with these Contest Rules and Regulations; (ii) releases and forever discharges the Sponsor and MARU/MATCHBOX, their affiliates and subsidiaries and their advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Prize; and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the Entrant's name, address, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or its advertising agencies.

Cumulus Media/Westwood One's decisions as to the administration and operation of the 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 three (3) days of notification will result in disqualification.

5. Verification of Potential Winner. THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY CUMULUS MEDIA/WESTWOOD ONE 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. The potential winner will be required to sign and return to Cumulus Media/Westwood One, 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 will be deemed to have accepted the contest 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 prize is disqualified for any reason, Cumulus Media/Westwood One may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

6. PRIZES. There will be five (5) potential prizes for completion of surveys in the ListenersConnect Community each month during the Contest Period. The Prize will be a Gift Card to a national store/chain, as selected by Sponsor in its sole and exclusive discretion, valued at no more than \$100.00, the exact amount to be told to potential Winner when he/she is alerted that he/she may be a Winner. **ARV Up to but not to exceed One Hundred Dollars (\$100.00)** 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 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, 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.

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 Cumulus Media/Westwood One, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Cumulus Media/Westwood One, 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 use Cumulus Media/Westwood One's and its agent of winner's name, likeness, photograph, voice, opinions and/or biographical information (including 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. Cumulus Media/Westwood One 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 Cumulus Media/Westwood One's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Cumulus Media/Westwood One in its sole discretion. Cumulus Media/Westwood One 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/Westwood One reserves the right to seek damages from any such person to the fullest extent permitted by law. Cumulus Media/Westwood One'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 Cumulus Media/Westwood One, 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 production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Cumulus Media/Westwood One reserves the right to award only the stated number of prizes by a random drawing 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 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 Cumulus Media/Westwood One'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 Cumulus Media/Westwood One is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Cumulus Media/Westwood One is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Cumulus Media/Westwood One is located.

13. Entrant's Personal Information. Information collected from entrants is subject to Cumulus Media/Westwood One's Privacy Policy, which is available on the Cumulus Media/Westwood One'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 Cumulus Media/Westwood One to be used, disposed of or destroyed in its sole discretion. Cumulus Media/Westwood One 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 Cumulus Media/Westwood One's website.

14. Contest Results. A winners list may be obtained after the Contest Period expires by sending a self-addressed stamped envelope to the Contest Sponsor identified below. Requests must be received by September 30, 2019.

15. Prize fulfillment by MARU/MATCHBOX's third party incentives provider.

Prizes will be fulfilled by Administrator's third party incentives fulfillment provider.

- Prize amount(s) may be delivered via options such as (i) Physical gift card; (ii) virtual gift card; or (iii) any other option provided by Administrator's third party incentives fulfillment provider. Be sure that the Contest rules mention that prize fulfillment options are subject to change at any time in Administrator or Sponsor's discretion.
- When a selected entrant accepts their prize by completing MARU/MATCHBOX's Web-based Winner Notification Survey within the 2-day time frame, Prize Provider will directly contact that individual so he/she can claim the prize and have it delivered to him/her via the option selected.
- Participation in the Contest requires that Entrants: (i) consent to Administrator providing the Entrant's name and email address to Prize Provider for Prize Provider to contact the Entrant to fulfill the Prize and; (ii) acknowledge that to fulfill the Prize, the Entrant may be required to provide the following information with the prize provider: mailing address (if Entrant elects to redeem the Prize as a physical gift card where such option is available) and agree to Prize Provider's Terms & Conditions."

CONTEST SPONSOR: Cumulus Media New Holdings Inc., Cumulus Media/Westwood One, 220 West 42nd Street, New York, NY, 10036