

WIVK's "\$25,000 KITCHEN MAKEOVER" CONTEST
OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio station WIVK-FM ("Station"), 4711 Old Kingston Pike, Knoxville, TN 37919, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **WIVK "25,000 Kitchen Makeover"** 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.**

Eligibility. This Contest is open only to legal U.S. residents of the state of Tennessee, age eighteen (18) years or older at the time of entry with a valid Social Security number and who own the home they reside in as their primary residence, who reside in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, who have not won a prize from the Station in the last 30 days or a prize valued at \$500 or more in the last year, and whose immediate family members or household members have not won a prize from the Station in the last 45 days or a prize valued at \$500 or more in the last year. **Void where prohibited by law.** Employees of Cumulus Radio LLC, its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the 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 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 Station'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. There may only be one (1) Qualifier (as defined below) per household and/or immediate family and a person may only qualify one (1) time during this Contest Period. The first person to qualify will be the one (1) and only one (1) Qualifier per household or immediate family member and all others are ineligible to enter.

2. **Contest Period.** The Contest will begin at **12:01pm ET on September 22, 2020** and will run through **4:59pm ET on November 4, 2020** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.** To enter:

- (i) **Online & On-Air:** Visit the Station's website www.wivk.com during the Contest Period, click on the "Contest" link, click on the **"WIVK \$25,000 Kitchen Makeover"** Contest link, and complete the entry form. All entries must be fully complete and include the following: **Name, Date of Birth, Address, Phone Number, and Email.** Commercial properties and properties owned for rental purposes are not eligible. Only primary residences owned by the entrant are eligible. The deadline for online entries is **Thursday, November 4, 2020 at 4:59pm ET.** Limit one (1) entry per household regardless of how many email addresses a person may possess and use. Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry 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. Station 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 Station and will not be returned. Station 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.

Each weekday between September 28, 2020 and November 5, 2020, on or about 8:00am ET, Station will select four (4) entries in a random drawing from among all valid entries received by Station during the Contest Period as of the date and time of that drawing. Beginning on September 28, 2020 through November 5, 2020, listen to the Station weekdays from 9:00am to 10:00am, 11:00am to 12:00pm, 2:00pm to 3:00pm and 4:00pm to 5:00pm (all times eastern). During each of those time frames, Station will announce on-air the name of one (1) of the four (4) selected entrants from the previous weekday. The selected entrant has 10 minutes and 7 seconds to call Station at 865-656-WIVK (9485). If the selected entrant calls the Station within the allotted time, the selected entrant will win a Prize (as defined below) and be qualified to win the Grand Prize (as defined below) (a “Qualifier”). ***Time Delay Between Over-the-Air Analog Signal and Internet Broadcast.*** Due to the time delay that exists between the Station’s analog over-the-air signal and the Station’s online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station’s analog over-the-air signal. As a result, the odds of an online listener entering this Contest on-air may be diminished.

- (ii) **Remote Broadcast:** Attend a remote broadcast (each a “Remote Broadcast”) conducted by the Station to obtain the keyword that will be posted on-site at the location of the Remote Broadcast for the duration of the broadcast. Send a text with the keyword to 68255 to enter to win. **Limit one (1) entry per person per remote broadcast.** All entries must be received via text by the deadline stated at the Remote Broadcast. At the conclusion of each Remote Broadcast, Station will select five (5) entries to win a Prize and be entered to win the Grand Prize as a Qualifier in a random drawing from among all entries received by Station at that Remote Broadcast. Station will have a maximum of three (3) remote broadcasts during the Contest Period for a maximum of fifteen (15) Qualifiers from the Remote Broadcasts. The location, date and time of the remote broadcast locations will be announced on-air and posted at the following URL: www.wivk.com. Sponsors make no representation or warranty about the safety of attending a Remote Broadcast in light of COVID-19. Any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsors cannot guarantee that any person will not be exposed during a Remote Broadcast. By attending the Remote Broadcast, attendees acknowledge the risk of large group gatherings and assume all risks of attending the Remote Broadcast.

4. The total number of Qualifiers for the Grand Prize drawing will not exceed one hundred thirty-one (131). **Winner Selection.** The Grand Prize drawing will be held on Saturday, November 7, 2020 on the Station's Facebook page (www.facebook.com/wivk1077) during a Facebook Live feed beginning at 11:00am ET. The names of all Qualifiers will be combined in a container, and Station will conduct a reverse random drawing. Station will draw one (1) Qualifier's name at a time until the last name is drawn out of the container. The last name drawn from the box will be the potential Grand Prize winner. The winning Qualifier will be contacted using the e-mail address and/or telephone number provided with the entry and may be awarded the Grand Prize subject to verification of eligibility and compliance with the terms of these rules. The winner must show proof of home ownership by way of a deed or mortgage within thirty (30) days of being declared the winner of the Grand Prize. Should winner fail to do so, then they forfeit the Grand Prize at close of business on the 30th calendar day. Station's decisions as to the administration and operation of the Contest and the selection of the Grand Prize winner and the entries drawn online and at the remote broadcast location, are final and binding in all matters related to the Contest. Failure to respond to the initial verification connect within three (3) days of notification will result in disqualification and forfeiture of the Grand Prize.
5. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner 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 Station, 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, Station may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.
6. **Prizes.** Up to one hundred thirty one (131) Prizes will be awarded in this Contest. Each Prize is a \$100 Mastercard gift card. **ARV One Hundred Dollars (\$100).** One (1) Grand Prize will be awarded in this Contest. The Grand Prize consists of (i) Kitchen Cabinets and Countertops *valued up to \$18,000* provided by Standard Kitchen & Bath & Smoky Mountain Tops; (ii) Refrigerator, Stove, Dishwasher and Microwave *valued up to \$2,500* provided by Patterson's Appliances; (iii) Furniture item *valued up to \$1,000* provided by Sofas & More; (iv) \$250 Gift Card provided by Food City; (v) Dumpster & Demolition provided by Junk Bee Gone, which includes demolition and removal of everything in the kitchen except for flooring *valued at \$2,000*; and (vi) Flooring *valued up to \$1,250* provided by Frazier's. **TOTAL ARV Twenty Five Thousand Dollars (\$25,000).** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a Prize or 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 Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, 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.
8. **Publicity.** Except where prohibited, participation in the Contest constitutes winner’s consent to use by the Station 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.** Station 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 Station’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or 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, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by 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.

- 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 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.
- 13. Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
- 14. Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station address identified below.

CONTEST SPONSORS:

Cumulus Radio LLC, WIVK, 4711 Old Kingston Pike, Knoxville, TN 37919.

Standard Kitchen & Bath, 8719 Kingston Pike, Knoxville, TN 37923

Smoky Mountain Tops, 7216 Ball Camp Pike, Knoxville, TN 37931

Patterson's Appliances, 10640 Kingston Pike, Knoxville, TN 37922

Sofas & More, 7114 Maynardville Pike, Knoxville, TN 37918

Frazier's Carpet One Floor & Home, 4501 Western Avenue, Knoxville, TN 37921

Junk Bee Gone, 2137 Wilson Road, Knoxville, TN 37912

Food City, 6305 Lonas Drive #201, Knoxville, TN 37909