

WIVK'S "BIRTHDAY GAME" CONTEST OFFICIAL RULES

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

The Station will conduct the "WIVK Birthday Game" Contest substantially as described in these rules, and by participating, each entrant 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 Station's Designated Market Area ("DMA") as defined by Nielsen Audio, excluding Florida and New York residents, between the ages of eighteen (18) years to sixty-seven (67) years at the time of entry, with a valid Social Security number. Void where prohibited by law. Employees of Cumulus Radio LLC and each of their parent companies, 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, step-parents, siblings, step-siblings, 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.

2. Contest Period. The Contest entry period will begin at 7:00 a.m. ET on April 14, 2025, and will run weekdays through 4:59 p.m. ET on May 16, 2025, or until there is a Grand Prize Winner (as defined below), whichever occurs first (the "Contest Period"). The Station's computer is the official time-keeping device for this Contest.

3. How to Enter and Win. Listen to the Station weekdays during the Contest Period. Each weekday between 7:00 to 7:59 a.m. ET, Station will announce a keyword for that day. Station will play a "cue-to-call" sounder one (1) time during each of the following windows (for a total of four (4) times per weekday of the Contest): 9:00 to 9:59 a.m. ET, 11:00 to 11:59 a.m. ET, 2:00 to 2:59 p.m. ET and 4:00 to 4:59 p.m. ET (each a "Contest Round"). When the Station plays the cue-to-call sounder, listeners must call the Station at 865-656-9485. Caller seven (7) to the Station, as determined by the Station in its sole discretion, will be eligible to participate in the Contest that Contest Round (each a "Qualifier"), after providing the Station with the keyword for that day and their name, address, date of birth, and phone number, subject to verification and compliance with these Contest Rules. If the caller cannot provide the correct keyword for that day of the Contest, the caller is not eligible to participate, and the Station will take the next caller until a caller provides the correct keyword for that day of the Contest. Contestants are only allowed to play this Contest

(i.e. become a Qualifier) one (1) time every two (2) business days. For example, if a Qualifier plays on Friday during the Contest Round from 4:00 to 4:59pm ET, the Qualifier is not eligible to play again until the following Wednesday. Qualifiers can only win one (1) Prize (as defined below) in the Contest. Once a Qualifier has been verified as eligible to participate, the Contest will proceed as follows:

- a. **Match the Month, Day, and Year:** The Station will use an Internet Contest Verification System (“CVS”) provided by the Prize Provider to generate a pre-determined month, day, and year for that Contest Round. If the Qualifier’s birth month, day, and year matches the month, day, and year generated by the CVS for that Contest Round, the Qualifier will be deemed the Grand Prize winner (“Grand Prize Winner”), subject to verification of eligibility and compliance with these Contest Rules. If the Qualifier’s birth month, day, and year does not match the month, day, and year generated by the CVS for that Contest Round, the Qualifier will not win the Grand Prize but will win a Prize , and that Contest Round will end.

In the event of a Grand Prize Winner, this Contest will end immediately, and there will be no more Contest Rounds, even if that occurs prior to the end date of the Contest Period.

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. Station’s decisions as to the administration and operation of the Contest and the selection of the potential winners are final and binding in all matters related to the Contest. Failure to verify the winner’s eligibility may result in disqualification and forfeiture of the prize. Unclaimed prizes may not be awarded. All entries may be played on the air.

4. 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 five (5) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) to claim the 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, the prize will not be awarded. Unclaimed prizes may not be awarded.

5. Prizes. There will be up to one hundred (100) Prizes awarded in this Contest. Each Prize winner will receive one (1) \$25 gift card to Ingles Market.

One (1) Grand Prize may be awarded in this Contest. The Grand Prize is \$107,000 awarded in the form of a check. It is possible the Grand Prize will not be awarded. The Grand Prize will only be awarded upon the satisfaction of the circumstances described in these Official Contest Rules and upon validation and verification by Station and Prize Provider, in their sole and exclusive discretion, that the potential Grand Prize Winner has met the eligibility requirements and is in compliance with these Contest Official Rules.

The approximate retail value (“ARV”) of the Grand Prize is One Hundred Seven Thousand Dollars (\$107,000).

The total ARV of all Contest Prizes is between Two Thousand Dollars (\$2,000) and One Hundred Nine Thousand Dollars (\$109,000).

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.

7. Entry Conditions and Release. By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station and Sponsors, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Sponsors, Cumulus Media New Holdings Inc. , and each of their 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, 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 an entrant’s entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of the 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. Participation in the Contest constitutes entrant’s consent to the Station, Prize Provider, and their agent’s use of entrant’s name, likeness, photograph, voice, opinions, entry, 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 at \$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: (a) any incorrect or inaccurate information, whether caused by Station, Sponsor(s), entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that 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 the 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: (a) 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; (b) 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; (c) 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 (d) 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.

14. 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.

15. 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 identified below.

CONTEST SPONSORS: Cumulus Radio LLC, 4711 Old Kingston Pike, Knoxville, Tennessee, 37919.

PRIZE SPONSOR: Odds On Promotions, 6195 Ridgeview Ct., Ste. D, Reno, NV 89519; Ingles Markets, 3049 US-70, Black Mountain, NC 28711.