

**105-3 HOT FM “HOT SUMMER OF FUN” CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station WHTS- FM (“Station”), 60 Monroe Center NW #300, Grand Rapids MI, 49503 during available business hours Monday through Friday, on the Station(s) website www.1053hotfm.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the 105-3 HOT FM “HOT SUMMER OF FUN” Contest (the “Contest”) substantially as described in these official 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, , age eighteen (18) years or older at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last **THIRTY 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 **THIRTY DAYS** or a prize valued at \$500 or more in the last **YEAR**. **Void where prohibited by law.** Employees of Station, 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 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.

- 2. Contest Period.** The Contest entry period will begin at **12:00 PM ET on Friday, May 31, 2024**, and entry will run **from 10:00 AM ET to 7:00 pm ET each day** (excluding July 4, 2024) through **Friday, August 9, 2024** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.

- 3. How to Enter.**

A. Remote Broadcast: Entrants must attend at least one “Hot Stop” remote broadcast (each, a “Hot Stop”) each week through the Contest Period. Station will announce Hot Stop locations on-air and on the Station website at 1053hotfm.com each Thursday starting May 30, 2024 through August 8, 2024 (and Friday July 5, 2024 instead of Thursday July 4, 2024 in observance of the Independence Day holiday). At the Hot Stop, each entrant must complete and submit an entry form, including entrant’s name, telephone number, email address, address, and any other information on the entry form. **LIMIT ONE (1) ENTRY PER PERSON PER HOT STOP.** All entries must be received by the deadline stated at the Hot Stop. For each 7-day period from Thursday through Wednesday during the Contest Period, each entrant will be included in a random drawing for a chance to win: (a) that week’s prize (a “Weekly Prize”); and (b) the grand prize (“Grand Prize”).

The Hot Stops weeks and nine Weekly Prizes are as set forth below:

CONTEST WEEK	HOT STOPS DATES (all dates 2024)	ON-AIR WEEKLY PRIZE WINNER ANNOUNCEMENT (6:30 AM-10:00 AM ET)	WEEKLY PRIZE (see Section 6 below)
1	May 31 – June 5	June 6	2 concert tickets
2	June 6 – June 12	June 13	4-pack of Cedar Point Summer Passes
3	June 13 – June 19	June 20	2 concert tickets
4	June 20 – June 26	June 27	2 concert tickets
5	June 27 – July 10 (2 weeks)	July 11	Meta Quest VR Headset
6	July 11 – July 17	July 18	2 concert tickets
7	July 18 – July 24	July 25	2 concert tickets
8	July 25 – July 31	August 1	Meta Quest VR Headset
9	August 1 – August 7	August 8	2 concert tickets

B. Email: To be eligible for a Weekly Prize and the Grand Prize without attending a Hot Stop, for each Contest week set forth in the chart above, entrants must send an email to entry@1053hotfm.com. The subject of the email entry must be “105-3 HOT FM HOT SUMMER OF FUN” and the email must include: entrant’s full name, email address, telephone number, and address. Each email entry must be received by 5:00 PM ET at the end of each Hot Stop week set forth above to be eligible for that week’s Weekly Prize. **LIMIT ONE (1) EMAIL ENTRY PER PERSON PER CONTEST WEEK.**

4. How to Win.

A. WEEKLY PRIZE. Once entered at a Hot Stop, entrants must listen to the Station each Thursday between 9:00 AM ET and 10:00 AM ET through the Contest Period (excluding Thursday July 4, 2024 in observance of the Independence Day holiday). Starting at or around 9:00 AM ET, Station will randomly select one entry from among all entries received **at that week’s Hot Stop(s)**, and announce such entrant’s name on-air. The announced entrant will then have 10 minutes 53 seconds to call the Station at 616-451-0105 to win that Weekly Prize (subject to verification of eligibility and compliance with the terms of these rules). If an announced entrant does not call the Station within such 10 minutes 53 seconds, the Station will randomly select and announce another entrant’s name every thirty minutes (and such entrant will have 10 minutes 53 seconds to call the Station) until there is a Weekly Prize winner or until 10:00 AM ET, whichever is earlier. If, at 10:11 AM ET, there is no Weekly Winner for such week, then that Weekly Prize will not be awarded. **LIMIT ONE WEEKLY PRIZE PER PERSON.** Non-winning entries for the Weekly Prize are not included in subsequent Weekly Prize selections.

B. GRAND PRIZE. On or around 7:00 AM ET on Friday, August 9, 2024, Station will randomly select one entrant from among all entries received at Hot Stops through the entire Contest Period (including Weekly Prize winners). Station will contact the Grand Prize winning entrant using the email 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).

C. All calls to the Station may be played on the air. 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 winning 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 winner's eligibility may result in disqualification and forfeiture of the prize. Unclaimed prizes may not be awarded. 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 respond to the initial verification contact within three (3) days of notification or failure to claim the prize within three (3) days of verification as a winner will result in disqualification and forfeiture of a 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. Each potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner may be notified by email and/or telephone call after the date of random drawing and/or winner determination. Each potential winner may 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) 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. If 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. Unclaimed prizes may not be awarded.

6. Prizes.

A. WEEKLY PRIZES. Up to Nine (9) Weekly Prizes (one for each on-air Weekly Prize announcement as set forth in Section 3(A) above) will be awarded in this Contest. Each Weekly Prize winner will receive a prize as follows (prizes subject to change based on availability):

(i) For Thursdays of Contest weeks 1, 3, 4, 6, 7, and 9, the Weekly Prize is: Two (2) tickets to a concert at a Grand Rapids, MI area venue, as determined by Station. The approximate retail value ("ARV") is One Hundred Fifty Dollars (\$150).

(ii) For Thursdays of Contest weeks 5 and 8, the Weekly Prize is: a Meta Quest VR Headset. ARV is Two Hundred Fifty Dollars (\$250).

(iii) For the Thursday of Contest week 2, the Weekly Prize is: a 4-pack of Cedar Point Summer Passes. ARV is Five Hundred Dollars (\$500).

B. GRAND PRIZE. One (1) Grand Prize will be awarded. The Grand Prize winner will receive:

(i) Two (2) Stand-up paddleboards, paddles, and leashes; and

(ii) \$500 gift card to Bill and Paul's Sporthaus in Grand Rapids, MI

ARV of Grand Prize is Three Thousand Dollars (\$3000.00)

TOTAL ARV OF ALL CONTEST PRIZES IS: UP TO FOUR THOUSAND NINE HUNDRED DOLLARS (\$4,900 US).

C. Winners are 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.

D. 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.

E. 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.

- 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, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Cumulus Radio LLC, 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 (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 entrant’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.** Participation in the Contest constitutes entrant’s consent to use by the Station and its agents 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 \$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, 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 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.
- 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 identified below.

CONTEST SPONSOR: Cumulus Radio LLC, 60 Monroe Center St NW #300, Grand Rapids, MI 49503

PRIZE SPONSORS: Bill and Paul's Sporthaus, 1200 E Paris Ave SE, , Grand Rapids, MI 49546

Sony Music Entertainment, 25 Madison Ave, New York NY 10010-8601

Capitol Music Group, 1750 North Vine St, Hollywood, CA 90028