

KKGL 96.9's "Rock Girl Calendar Search" Contest Official Rules

A complete copy of these rules can be obtained at the offices of radio station KKGL ("Station"), owned and operated by Cumulus Radio Corp., 1419 W Bannock Dr Boise 83702, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **KKGL 96.9 "Rock Girl Calendar Search" Contest** (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.

1. Eligibility. This Contest is open only to legal Idaho residents age twenty one (21) years or older as of the time of entry with a valid Social Security number and who reside in the Station's Designated Market Area ("DMA"), as defined by Nielsen. 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 stations serving the Station's listening area, 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.

Any person who, as of November 16, 2017, has any type of talent and/or management representation (e.g., a talent agent or manager), is under any type of professional performance contract (including but not limited to, a music recording contract, a talent contract, an acting contract), and/or is party to a merchandising or sponsorship contract is eligible to participate in the contest, however, the participant will be responsible for any and all fees owed under these agreements and/or to these agencies. Any person who is a member of SAG/AFTRA or any similar union is NOT ELIGIBLE to participate in this Contest.

2. Contest Period. The Contest will begin at 12:01am MST on November 20, 2017 and will run through December 20, 2017 ("Contest Period"). The period to submit an entry form will commence on 12:01am MST on November 20, 2017 and continue through 11:59pm MST on December 20, 2017 (the "Entry Period"). The Station's computer is the official time keeping device for this Contest.

3. How to Enter. Visit the Station's website www.KKGL.com during the Entry Period, click on the "Rock Girl Calendar Search" Contest link, and complete an entry form ("Entry Form") that includes your full legal name, birth date, residence address, email address, phone number, two (2) recent color photographs of the entrant, a short bio about the entrant, and an explanation as to why the entrant desires to be featured in the Rock Girl Calendar. **All Entry Forms must be received by 11:59 pm MST on December 20, 2017 to be eligible to qualify to participate in the Rock Girl Calendar Search. Limit one (1) entry per person per email address during the Entry Period.** 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 entries, 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.

By entering the Contest, each participant hereby consents to the Station's use of her name, voice, likeness, and biographical information for on-air broadcast and for advertising and promotional purposes without payment or additional consideration. All participants further agree that the Station owns or will own exclusively any recordings, video, or photographs of such participants, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all participants assign all such ownership rights to the Station. Station shall have the right to copy, edit, broadcast, publish and use, in whole or in part, any materials featuring participants, in any manner without compensation.

4. Qualifier Selection and Notification. On or about **Friday, December 22, 2017**, the Station will review all of the eligible entries received by the Station during the Entry Period and select up to thirty (30) entrants to as qualifiers (each a "Qualifier"). Station will select Qualifiers in its sole and exclusive discretion based on how closely entrants fit the look, attitude and character that the Station seeks for its promotional calendar and events. Station's decisions regarding the selection of Qualifiers is final and binding and not subject to challenge. **All Qualifiers will be notified by Friday, December 22, 2017 using the contact information provided on their Entry Form and invited to interview to be featured in the Rock Girl Calendar.** Qualifiers will be required to schedule and attend one interview to continue their participation; failure to schedule and/or attend the interview will result in immediate disqualification. Qualifiers who do not timely respond to the Station's communications, fail to comply with these rules and/or inform the Station that they no longer wish to participate will be disqualified from further participation in this Contest. In such an event, the Station reserves the right to select replacement Qualifiers. By agreeing to be interviewed, Qualifiers agree to submit to a criminal background check. Qualifiers understand and agree that they will not have any conflicting obligations, contractual or otherwise, that would interfere with their obligations to the Station if selected to serve as a Rock Girl. In the event of such a conflicting obligations, Qualifiers may be disqualified from further participation in the Contest and/or removed from further participation as a Rock Girl.

5. Qualifier Interviews. Qualifier interviews will take place at the Station, 1419 W. Bannock Drive, Boise ID 83702, **December 23rd 2017- January 7th 2018** on dates and times as scheduled with the Station. Qualifiers should attend the interview appropriately dressed and prepared to discuss their bio, interests, and desire to be featured in the Rock Girl Calendar. Additional photos will be taken at the interview that will posted on the Station's website. During the interview, Qualifiers will be evaluated and assigned a scored by a panel of Station representatives based on their physical appearance, personality, professionalism, and speaking ability. All scores are determined by the Station representatives in their sole and exclusive discretion, and the Station's decisions regarding the interviews, evaluations and scoring are final and binding and not subject to challenge.

6. Selection of Rock Girls. On or about January 6th, 2018, the Station will select fourteen (14) Qualifiers as candidates to be featured in the Rock Girl Calendar, along with the three (3) Qualifiers alternate candidates as determined by the Station in its exclusive discretion. Candidates for the Rock Girl Calendar, including alternates, are subject to verification of eligibility and compliance with the terms of these rules. No transfer or assignment of opportunity may be allowed. Station's decisions as to the administration and operation of the Contest and the selection of the Rock Girls, including alternates, are final and binding in all matters related to the Contest.

7. Verification of Winners. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners 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 potential winners 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 is disqualified for any reason, Station may award the applicable prize to an alternate or the Qualifier with the next highest score.

8. Rock Girl Benefits and Obligations. Each Rock Girl will be professionally photographed at the Station's expense and featured in the Station's 2018 Rock Girl Calendar. **PHOTOSHOOT WILL TAKE PLACE PRIOR To March, 2018.** Rock Girls will also be offered the opportunity to serve as a Rock Girl representative of the Station on an independent-contractor basis under a formal independent contractor agreement that will outline the obligations owed to the Station by virtue of being a Rock Girl. The Station shall have the absolute right, without incurring any liability to a Rock Girl to terminate the contract if the Rock Girl does not cooperate with the Station in making the requested appearances or otherwise violates the spirit of the contract. If the Station terminates the contract because the Rock Girl fails to cooperate in making promotional appearances, the Rock Girl will have no right to receive any money after the date the contract is terminated and the Station will have no obligation to pay any money to the Rock Girl after that date. All Rock Girls must be available to participate in Station activities as required and assigned by the Station's Programming and Promotions Departments, and be willing to travel around the Treasure Valley area and to other destinations, including during non-traditional work hours, nights and weekends. Rock Girls must be willing to appear at different venues and types of promotions including but not limited to concerts, bars, nightclubs, retail locations and more. Rock Girls must agree to dress in appropriate apparel and attire for Station events and promotions. Rock Girls will not be guaranteed a minimum number of appearances or hours during the term of their agreement, and Rock Girl appearances will be booked throughout the year as the promotional calendar allows. Rock Girls at each assigned appearance will be paid a talent fee as determined by the Station for their time and effort.

9. 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 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.

10.Publicity. Except where prohibited, participation in the Contest constitutes participant's and winner's consent to Station'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, unless otherwise prohibited by law.

11.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 prizes or earn talent fees valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings and/or earnings.

12.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 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, 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.

13.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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest, or any part of it, for any reason, Station, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

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 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 Sponsor 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.

15. 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 on or within, 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.

16. Contest Results. A winners list may be obtained after January 15, 2018 by sending a self-addressed stamped envelope to the Contest Sponsor identified below.

CONTEST SPONSOR: CUMULUS RADIO CORP., KKGL-FM, 1419 W. Bannock Street, Boise, ID 83702.