

**101 THE FOX'S "RIDE FOR FREE IN '23" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting the radio station KCFX-FM ("Station"), owned and operated by CMP KC LLC, located at 8900 Indian Creek Parkway, Building 6 | Suite 300 Overland Park, KS 66210 during normal business hours Monday through Friday, on the Station website 101thefox.net or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the "**RIDE FOR FREE IN '23**" 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, excluding Florida and New York residents, age eighteen (18) years at 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 Audio, who have not won a prize from the Station in the last **15 days** or a prize valued at \$500 or more in the **last 15 days** and whose immediate family members or household members have not won a prize from the Station in the last **15 days** or a prize valued at \$500 or more in the **15 days. Void where prohibited by law.** Employees of CMP KC 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. A person may only qualify one (1) time during this Contest Period.

2. **Contest Period.** The Contest will begin at **8:00am CT on May 15, 2022** and will run through **11:00am CT on June 11, 2022** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.** There are three (3) ways to enter this Contest.

On-Air: Listen to Station weekdays from May 15, 2023 through June 9, 2023. At or around 8:00am, 12:00pm and 4:00pm CT, when the Station gives the "cue-to-call" sounder, listeners must call the Station at **913-600-1011**. Caller ten (10) to the Station, as determined by the Station in its sole discretion, will win a Qualifying Prize (as defined below) and be eligible to win the Grand Prize (as defined below) (each a "Qualifier") after providing the Station the listener's name and phone number, subject to verification and compliance with these Contest Rules. All entries may be played on the air. **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. There will be up to sixty (60) on-air Qualifiers.

On-Site & Text: Go to the customer service desk at Gail's in Grandview located at 5900 E, MO-150, Grandview, MO 64030, during regular business hours May 15, 2023 through June 9, 2023, look for the "Text to Register" display, locate the keyword posted on the display, and send a text message with the posted keyword spelled correctly to 913-600-1011. All entries must be received by 4:59pm CT on June 9, 2023 to be eligible to win. **Standard text messaging rates, as established by an individual's wireless**

carrier, may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. **Limit one (1) entry per person per phone number.** Texting will not increase an entrant's chances of winning. Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry by using multiple/different telephone phone numbers, identities, or any other methods will void that participant from further participation in the Contest. On or about 9:00am CT on May 22, 2023, May 29, 2023, June 5, 2023, and on or about 5:00 PM CT on June 9, 2023, the Station will select one (1) entry to be a Qualifier in a random drawing from among all valid on-site entries received as of the date and time of that drawing. There will be up to four (4) on-site Qualifiers.

Last Chance On-Site: Attend the Gailpalooza event on Saturday June 10, 2023 during regular business hours or Sunday, June 11, 2023 from 10:00am to 11:00am CT at Gail's in Grandview, located at 5900 E, MO-150, Grandview, MO 64030 ("Last Chance Event") and complete an entry form. **Limit one (1) entry per person.** All entries must be received by 11:00am CT on June 11, 2023 to be eligible to win. **Incomplete or illegible entry forms, as determined in the Station's sole discretion, will be considered not entered for purposes of this Contest. PLEASE PRINT.** On or about 11:01am CT on June 11, 2023, Station will select five (5) entries to be a potential Qualifier in a random drawing from among all valid Last Chance Event entries. All potential Qualifiers **MUST** be present at the Finale Event (as defined below) at the time of the drawing to be eligible to be a Qualifier. Each Qualifier will have two (2) minutes to check in with Station after their name is selected and announced. Failure to check in with Station in the allotted time will result in disqualification and forfeiture of the Qualifying Prize, and Station will select another entry to be a Qualifier.

Each on-air and on-site Qualifier will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Failure to respond to the initial verification contact within three (3) days will result in disqualification.

4. **Winner Selection. All Qualifiers must attend the event at Gail's in Grandview (5900 E, MO-150, Grandview, MO 64030) on Sunday, June 11, 2023 beginning at 10:00am ("the Finale Event") and check in with Station no later than 11:00am CT.** When Qualifiers arrive at the venue, they will be instructed to check in at the designated Station area and complete a check in registration form with all required information including: name, cell phone number, and date of birth. ALL Qualifiers **MUST** present a current, valid government issued photo ID and check in with the Station no later than 11:00am CT and remain present throughout the Finale Event. **NO PROXIES WILL BE ALLOWED FOR ANY REASON.** **Should a Qualifier not check-in by the stated deadline, not have a current, valid government issued photo ID, and/or leave the premises after properly being checked-in, then the Qualifier will be immediately disqualified and will no longer be eligible to win the Grand Prize.**

Key Selection by Qualifiers at Finale Event: If there are fewer than sixty-nine (69) properly registered and present Qualifiers, Station will remove the necessary amount of keys to equal the number of properly registered and in attendance Qualifiers at the Finale Event. Qualifiers will be asked to choose, from the receptacle displayed on site, a random number that will be printed on a piece of paper between one (1) and sixty-nine (69). That number will be the order that the Qualifiers will choose a key for their Key Unlocking Attempt (as defined below). Once ALL Qualifiers have drawn a random number, on or about 11:15am CT, Station will begin the Key Unlocking Attempts. **MUST BE PRESENT TO WIN.** Each Qualifier will be given the opportunity to select one (1) key from the available keys displayed. Each Qualifier will pick a key and attempt to unlock the padlock on the locked box. If the key the Qualifier chose does NOT unlock the padlock, the Qualifier is NOT the winner and must return the key to the display.

Key Unlocking Attempt Rules:

- All Key Unlocking Attempts must occur in the presence of a Station Contest administrator. Any Qualifier that makes a Key Unlocking Attempt outside the presence of a Station Contest administrator for any reason will be disqualified and is not eligible to win the Grand Prize.

- Each Qualifier will have one (1) opportunity to choose one (1) key from the display and use that key for their Key Unlocking Attempt to unlock the padlock on the locked box.

-The winning Qualifier must be the first to UNLOCK the padlock to be the Grand Prize winner. The Grand Prize winner may be awarded the prize subject to verification of eligibility and compliance with the terms of these rules.

- In the event of a mechanical, technical or human error resulting in no key opening the padlock, Station will select one (1) entry in a random drawing from all properly registered and in attendance Qualifiers to determine the Grand Prize winner. **MUST BE PRESENT TO WIN.**

Sponsor makes no representation or warranty about the safety of the Finale Event in light of COVID-19. Any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor cannot guarantee that any person will not be exposed during a visit to a public place. By attending Finale Event, participants acknowledge the risk of large group gatherings and assume all risks of attending Finale Event.

Station’s decisions as to the administration and operation of the Contest and the selection of the Qualifiers and determination of the potential winner are final and binding in all matters related to the Contest. Failure to claim the prize within three (3) days of verification as a winner will result in disqualification and forfeiture of the prize.

5. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY STATIONS 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 Sixty-Nine (69) Qualifying Prizes will be awarded in this Contest. Each Qualifying Prize Winner will receive two (2) tickets to the 101 The Fox Birthday Bash with ZZ Top at Starlight Theatre on August 16, 2023. **The approximate retail value (“ARV”) of each Qualifying Prize is Ninety Dollars (\$90.00)**

One (1) Grand Prize will be awarded in this Contest. The Grand Prize Winner will receive their choice of

one (1) Harley-Davidson Motorcycle (in stock) at Gail's Famous Motorcycles located at 5900 E, MO-150, Grandview, MO 64030, not to exceed \$25,000.00.

The ARV of the Grand Prize is Twenty-Five Thousand Dollars (\$25,000.00)

TOTAL ARV OF ALL CONTEST PRIZES IS: Thirty-One Thousand Two Hundred Ten Dollars (\$31,210.00)

The actual retail value of the Grand Prize varies depending on the Grand Prize Harley-Davidson Motorcycle selected by the winner. Winner may choose to purchase a Harley-Davidson Motorcycle that exceeds the value of the Grand Prize, in which case, winner will be responsible for the difference of the actual cost of the motorcycle they wish to purchase and the Grand Prize value. Winner will be informed of the actual ARV of the motorcycle they wish to purchase at the time the Grand Prize is redeemed. Any difference between the Grand Prize value and the actual retail value of the vehicle the winner wishes to purchase will not be awarded. Winner acknowledges that winner will be provided a 1099 on the actual retail value of the Grand Prize that winner uses. Winner is responsible for all taxes, fees, and costs 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, 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 Stations, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Stations, 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 Stations and their 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.** Stations reserve 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 Stations' reasonable control impairs the integrity or proper functioning of the Contest, as determined by Stations in their sole discretion. Stations reserve 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, Stations reserve the right to seek damages from any such person to the fullest extent permitted by law. Stations' 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 Stations, 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, Stations reserve 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 Stations' 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 Stations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Stations are located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Stations are located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Stations are 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 Stations 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 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: CMP KC LLC, KCFX-FM, 8900 Indian Creek Parkway, Building 6 | Suite 300
Overland Park, KS 66210

Prize Provider: Gail's in Grandview, 5900 E, MO-150, Grandview, MO 64030