B98.7'S "CHANCE TO WIN TICKETS TO UNIVERSAL STUDIOS HOLLYWOOD WHERE YOU CAN EXPERIENCE SUPER NINTENDO WORLDTM!" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio station KBEE ("Station"), 434 Bearcat Drive, during available business hours Monday through Friday, on the Station website www.b987.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **B98.7'S** "CHANCE TO WIN TICKETS TO UNIVERSAL STUDIOS HOLLYWOOD WHERE YOU CAN EXPERIENCE SUPER NINTENDO WORLDTM!" CONTEST (the "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, age twenty-one (21) years or older the time of entry with a valid Social Security number, who have not won a prize from the Station in the last 24 Hours or a prize valued at \$500 or more in the last 90 Days, and whose immediate family members or household members have not won a prize from the Station in the last 24 Hours or a prize valued at \$500 or more in the last 90 Days. 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 stepparents, 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 8:00 AM MT on July 8, 2024 and will run through 5:00 PM MT on July 19, 2024 (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.**

Listen to the station weekdays at or around 8:00 AM MT, 10:00 AM MT, 12:00 PM MT & 4:00 PM MT during the contest period for the station to announce the Keyword. Send a text message with the keyword spelled correctly to 801-570-9870 during the Contest Period. All entries must be received prior to the expiration of the fifty-nine minute (:59) minute mark of the Contest Round in which the Keyword was announced to be eligible to win a Prize. Message and data rates may apply. Station has no responsibility for any fees or charges associated with any text messages entrant sends or receives in connection with the Contest. Entrant agrees to receive messages from Station from time to time relating to the Contest, the Station, and any Contest sponsor or prize provider. Limit one (1) entry per person per phone number per keyword.

4. **Daily Winner Selection.** On or about 7:00 AM MT the following weekday of the contest July 9, 2024-July 22, 2024 Station will select one (1) potential winner(s) in a random drawing from among all valid entries received by Station during the previous day Contest Period. The winning entrant 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). Station's decisions as to the administration and operation of the Contest and the selection of the potential winner 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 the prize.

Grand Prize Winner Selection. On or about 7:00 AM MT on July 22, 2024 Station will select one (1) potential grand winner(s) in a random drawing from among all daily winners. The winning entrant 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). Station's decisions as to the administration and operation of the Contest and the selection of the potential winner 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 and forfeiture of the prize.

- Verification of Potential Winner. THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS 5. 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) 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, 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.** (10) Ten winners will receive a Prize Package containing eight (8) 1-Day General Admission tickets to Universal Studios Hollywood located in Universal City, California. Each Prize Package has an approximate Fair Market Value ("**FMV**") of One Thousand Thirty Two and 00/100 Dollars (\$1,032.00) (actual value may vary depending on actual park visit date).The1-Day General Admission tickets will be delivered by USH to Sponsor in the form of electronic tickets for distribution to each winner. The 1-Day General Admission tickets will be subject to the following terms and conditions:

Day General Admission to Park (Valid on your selected date only). Guests ages 18 and older must also show photo ID. For more details, visit <u>https://www.universalstudioshollywood.com/web/en/us/plan-your-visit/operations-safety-updates</u>. Additional restrictions may apply. Parking not included. Ticket is non-transferable, non-refundable and non-exchangeable. This ticket may not be altered, copied, transferred or resold. This ticket is only valid for the person named on it, or when accompanied by the person named on it. Ticket cannot be combined with other offers, separately ticketed events, discounts, Halloween Horror Nights or sightseeing tours. Please note the CDC advises that older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. Guests should evaluate their risk in determining whether to attend. People who show no symptoms can spread COVID-19 if they are infected, any interaction with the general public poses an elevated risk of being exposed to COVID-19, and we cannot guarantee that you will not be exposed

during your visit. By accepting admission, you assume all inherent risks and agree to release Universal and its affiliates from liability for illness (including communicable / infectious diseases), loss, injury, or damage related to your purchase or visit. Universal reserves the right to revoke the license granted by this ticket. Park, rides/shows/attractions, entertainment, experience details and/or access to event may be restricted or unavailable due to capacity/closures/other factors and benefits/restrictions are subject to change without notice. For Park hours, visit <u>UniversalStudiosHollywood.com/calendar-and-hours</u>. Valid at Universal Studios Hollywood, located in Los Angeles, California.

The Grand Prize winner will receive the above listed prize from Universal Studios Hollywood as well as a \$1,000 travel voucher to be used on the hotel of the winners choice provided by B98.7. The Grand Prize Package has an approximate Fair Market Value ("FMV") of Two Thousand Thirty Two and 00/100 Dollars (\$2,032.00)

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.

The Prize Packages must be used by December 13, 2024 or prize will be forfeited. Depending on crowd conditions, Virtual Line[™] reservations may be required to enter SUPER NINTENDO **WORLDTM.** If winner is unable to fulfill prize during time period, winner forfeits the prize package. Blackout dates or other restrictions may apply. All elements of the prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. If winner elects to partake in any or all portions of his/her prize with no guest, the prize will be awarded to winner only and any remainder of the prize will be forfeited and shall not be subject to further or alternative compensation. Winner must be eighteen (18) years of age or older. Prize Packages are nontransferable and have no cash value. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, baggage, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of winner. All unclaimed and/or unused prize packages, will remain the property of USH and may not be used as sales or trade incentive for employees of Sponsor and may not be sold, exchanged or otherwise transferred by winner, nor used by Sponsor, its agencies or clients. All details of the Prize Packages will be determined by USH in its sole discretion and USH reserves the right to substitute a similar prize or prize element of comparable value. Tickets are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Universal Studios winners are responsible for all taxes and fees associated with prize receipt and/or use.

All tickets are valid during normal operating hours only. Operating hours and availability of attractions and shows are subject to change without notice. Some special events may be separately ticketed. USH reserves the right to change the name of all tickets. Unless specifically indicated otherwise, all tickets specifically exclude admission to special or separately ticketed "hard ticket" entertainment events at any of the theme parks, hotels, or within any of the Universal CityWalk venues.

• Universal City Studios LLC d/b/a Universal Studios Hollywood is a prize provider only in this promotion; is not a sponsor of this promotion; and is not responsible for the administration of the promotion, the collection of the entries or the selection of any winner. Any disputes, claims, and causes of action against Universal Studios Hollywood arising out of or relating to any person's use of, or participation in any portion of the prize involving Universal Studios Hollywood shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in state or federal courts within Los Angeles, California. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.

individuals who use the Prize, expressly assumes the risk that during use of the Prize they may be exposed to COVID-19, the Coronavirus that causes COVID-19, or other communicable and/or infectious diseases. Winner and Guests, if any, expressly understand that these risks include contracting COVID-19 or other communicable and/or infectious diseases and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other communicable and/or infectious diseases.

• All parts of the Prize selected are subject to availability and blackout dates, and subject to change without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time this Sweepstakes occurs, render the redemption or fulfilment of some or all of the Prize delayed, hindered, adversely affected, impracticable, or impossible, Universal Studios Hollywood in its sole and absolute discretion, reserves the right to evaluate and make modifications to the redemption and fulfilment processes and timelines for the Prize or portion of the Prize for which Universal Studios Hollywood is responsible for, which may include but is not limited to providing additional time for redemption and/ or fulfilment. Should the Prize become unavailable, experiences and items of a similar nature and value may be offered.

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 Sponsor(s), which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Sponsor(s), 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 agent 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, 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 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 434 Bearcat Drive, Salt Lake City, UT 84115 PRIZE PROVIDER: Universal Studios Hollywood, 100 Universal City Plz, Universal City, CA 91608

Depending on crowd conditions, Virtual Line reservations may be required to enter SUPER NINTENDO WORLDTM. Prices, times, dates, entertainment, event and/or experience details are subject to changes and/or cancellation without notice. © Nintendo. Nintendo trademarks are properties of Nintendo.

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