

**MAX94.1's "HIGH SCHOOL MAXAMANIA SPIRIT NIGHT ZOOM PARTY" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio stations WEMX-FM("Station"), 631 Main St., Baton Rouge, LA 70801, during normal business hours Monday through Friday, on the Station website www.max94one.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the "**HIGH SCHOOL MAXAMANIA SPIRIT NIGHT ZOOM PARTY**" Contest (the "Contest") substantially as described in these Official Rules:

1. **Eligibility.** This Contest is open to the high schools (each, a "School"), located in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, that are nominated by one or more enrolled students in good standing at such School (each, a "Nominating Student"). The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes each School's and each Nominating Student'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 the prize is contingent upon fulfilling all requirements set forth in these Official Rules and as otherwise instructed by Station from time to time during the Contest.

Employees of Station, Cumulus Radio LLC, and each of their 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.

2. **Contest Period.** The Contest will begin at 12:00am CT on Monday, September 28, 2020 and will run through 11:59pm CT on Tuesday, November 3, 2020 (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.** During the Contest Period, each Nominating Student must:

- Visit the Station's website, located at www.max94one.com, during the Contest Period
- Click on the "Contest" link
- Click on the "HIGH SCHOOL MAXAMANIA SPIRIT NIGHT ZOOM PARTY" link
- Complete the nomination form for the Nominating Student's School, including: name of School; School address; School principal name, phone number, and email address; parent/guardian, cheer sponsor/coach (if any), and any other required information. **LIMIT OF ONE ENTRY PER SCHOOL, IRRESPECTIVE OF THE NUMBER OF NOMINATIONS SUCH SCHOOL RECEIVES., OR**
- Use the microphone feature on the WEMX-FM app to record a voice message stating their name, school name, grade classification and enter their contact number and other required information. Voice messages may be used in on-air promotions in conjunction with this contest. **LIMIT OF**

ONE ENTRY PER SCHOOL, IRRESPECTIVE OF THE NUMBER OF NOMINATIONS SUCH SCHOOL RECEIVES.,

4. **Winning School Selection.** At or about 6:00pm CT each Monday from October 5, 2020 through November 2, 2020 (each, a “Selection Day”), Station will select one (1) School in a random drawing from among all Schools with at least one valid School nomination from Nominating Students, received by Station through 11:59pm CT the immediately prior day (each selected School, a “Winning School”). **LIMIT ONE PRIZE PER SCHOOL.**

5. **Prizes.**

(a) **PARTY PRIZES.** There will be five (5) Winning Schools (one for each Selection Day). Each Winning School will select six (6) School students, aged 14 or older and enrolled in good standing at the School at the time of Selection Day (each, a “Winning Student”) (for a total of thirty (30) Winning Students), who will each receive a party prize (“Party Prize”) on the Wednesday immediately following the Winning School’s Selection Day, to include:

- Pizza delivered to the Winning Student’s home;
- One Station-branded t-shirt, face mask, and phone wallet (sizes, colors, and other specifications to be determined by Station); and
- A one-in-six chance to win one game console (the “Grand Prize”), to be randomly selected by Station among all six Winning Students for such Selection Day week.

The approximate retail value (“ARV”) of each Party Prize is Forty Dollars (\$40).

(b) **GRAND PRIZES.** There will be five (5) Grand Prize winners (one for each Selection Day week), who will be randomly selected by Station from among the six (6) Winning Students for each week. Each Grand Prize winner will receive one latest-generation home video game console.

The ARV of each Grand Prize is Three Hundred Dollars (\$300).

THE TOTAL ARV OF ALL CONTEST PRIZES IS TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700).

Winning School and Winning Student may not substitute, transfer, or receive a cash equivalent for any element of any prize. Station may, in its sole discretion, substitute prizes of comparable value or cash. If any element of a prize is canceled, postponed, or otherwise unavailable for any reason, an alternate prize will not be awarded, and Station will have no obligation to the Winning School(s) and/or Winning Student(s).

6. **Entry Conditions and Release.** By entering, each Nominating Student, each School, and each Winning Student 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 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.

7. **Publicity.** Participation in the Contest constitutes each School's, each Nominating Student's, and each Winning Student's consent to the Station's (and its designees') use the School's (and its students', staffs', and supporters'), each Nominating Student's, and each Winning Student's names, trademarks, likenesses, photographs, voices, biographical information, and/or opinions for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
8. **Taxes.** Any 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 Winning Student.
9. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest and/or the Grand Prize, or any element of the Contest or the Grand Prize, 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 Nominating Student, any School, or any Winning Student 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.
10. **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 voting 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.
11. **Disputes.** Each School and each individual participating in any way in this Contest 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 a School or any individual casting a Vote 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. 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.

12. **Privacy.** Information collected from Schools and from individuals casting a Vote 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 participation and casting of Votes 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.
13. **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 631 Main St., Baton Rouge, LA 70801.