

**WWWW-FM'S "102.9 W4 COUNTRY IDOL" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station WWWW-FM ("Station"), 1100 Victors Way Suite 100, Ann Arbor, MI 48108, during available business hours Monday through Friday, on the Station website www.w4country.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **WWWW-FM's "W4 Country Idol" 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 eighteen (18) years at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last **30 days** or a prize valued at \$500 or more in the last **180 days**, and whose immediate family members or household members have not won a prize from the Station in the last **30 days** or a prize valued at \$500 or more in the **180 days**. The winner of the 2023 "102.9 W4 Country Idol Contest" is not eligible to enter this Contest. **Void where prohibited by law.** Employees of Station, **Cumulus Broadcasting 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 **6:00pm ET on June 4, 2024** and will **run through 8:00pm ET on June 27, 2024** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. How to Enter.

Attend a Station event ("Event") during the Contest Period and complete a registration form. The Event schedule is as follows:

- June 4, 2024 from 6:00pm to 8:00pm ET at Sam Hill, 5827 Jackson Rd. Ann Arbor, MI 48103
- June 5, 2024 from 6:00pm to 8:00pm ET at The Beer Grotto, 8059 Main St. Dexter, MI 48130
- June 6, 2024 from 6:00pm to 8:00pm ET at Uncle Lyle's Tavern, 108 Tecumseh St, Dundee, MI 48131
- June 11, 2024 from 6:00pm to 8:00pm ET at Blue Leprechaun, 1220 S. University Ave #109 Ann Arbor, MI, 48104

- June 12, 2024 from 6:00pm to 8:00pm ET at Jameson’s Irish Pub & Grill, 110 E. Grand River Ave, Brighton, MI 48116
- June 13, 2024 from 6:00pm to 8:00pm ET at Heidelberg Restaurant & Bar, 215 N Main St, Ste 200, Ann Arbor, MI 48104
- June 18, 2024 from 6:00pm to 8:00pm ET at Fraser’s Pub, 2045 Packard Street, Ann Arbor, MI 48104
- June 19, 2024 from 6:00pm to 8:00pm ET at Sawds Village Inn, 12000 E. Michigan Ave, Grass Lake, MI 49240
- June 20, 2024 from 6:00pm to 8:00pm ET at Stivers Restaurant, 11 S Fletcher Rd, Chelsea, MI 48118
- June 25, 2024 from 6:00pm to 8:00pm ET at Johnny’s on the Lake, 146 High Street, Belleville, MI 48111
- June 26, 2024 from 6:00pm to 8:00pm ET at Hell Saloon, 4095 Patterson Lake Rd, Pinckney, MI 48169
- June 27, 2024 from 6:00pm to 8:00pm ET at Dexter's Pub, 8114 Main St, Dexter, MI 48130

All entries must be received by 8:00pm ET at each Event. Beginning on or around 7:00pm ET at each Event, up to twenty (20) entries will be selected in a random drawing from all entries received at that Event to sing a karaoke song of their choice (each a “Contestant”). Contestants are not allowed to use musical instruments or any musical accompaniment (other than the song) in their performance. All performances must be solo performances. Station will not be responsible for any technical difficulties or if the DJ does not have the particular song the Contestant wants to sing. The Contestant may bring their own music, but if the music is not compatible with the DJ’s equipment or if the DJ does not have the music requested, that particular Contestant will have to choose a different song or not participate. **Contestants may not change their song once selected to compete.** The Station will judge each Contestant’s performance on a scale of 1-10 in each of the following categories: Stage Presence, Vocal Talent, Crowd Participation, and Entertainment Value. The Contestant’s score in each category will be added together to arrive at that Contestant’s final score.

After all Contestants have performed at each Event, the Contestants with the two (2) highest final scores, as determined by the Station according to the criteria above, will win a Prize (as defined below) and be qualified for the Finale Event (as defined below) (each a “Finalist”), subject to verification of eligibility and compliance with the terms of these rules. In the event of a tie, the Contestant(s) with the higher Entertainment Value score(s) will be deemed the Finalist(s). If the Entertainment Value scores are the same, Station will select one (1) or two (2) entries, depending on the number of Contestants that are tied and the remaining open Finalist spots, in a random drawing from among all Contestants with a tied final score.

All Finalists will be contacted no later than **11:00am ET on July 2, 2024** via telephone. Each Finalist must confirm with Station at **(734) 302-8100** no later than **12:00pm ET on July 5, 2024** the song they

will perform at the Finale Event (“Finale Song”). Any Finalist that does not contact Station to confirm their Finale Song for Finale Event by the deadline above will be immediately disqualified and ineligible to win.

Participants can enter the Contest at each Event. Once an individual is qualified as a Finalist, they cannot submit any further entries.

If at any time a Finalist is deemed by Station, in its sole and exclusive discretion, to be ineligible to win, the Finalist will be disqualified from the Contest.

4. **Winner Selection.**

All Finalists must attend the finale event beginning on or about **6:00pm ET on Friday, July 12, 2024 at Revel Run Event Center, 555 S. Dancer Rd, Chelsea, MI 48118** (the “Finale Event”). Each Finalist must check in with Station and present a current, valid, government issued photo ID and check in no later than **6:15pm ET**. Any Finalist that does not check-in by **6:15pm ET** and/or fails to present a current, valid government issued photo ID will be immediately disqualified. **NO PROXIES WILL BE ALLOWED FOR ANY REASON.** The Finale Event will begin on or around 6:30pm ET. Finalists will sing the Finale Song they chose. Station will determine the order of the Finalists’ performances by random drawing. Each Finalist’s performance will be judged on a scale of 1-10 in each of the following categories: Stage Presence, Vocal Talent, Crowd Participation, and Entertainment Value. The Finalist’s score in each category will be added together to arrive at that Finalist’s final score. After all Finalists have performed, the Finalist with the highest final score, as determined by the Station according to the criteria above, will win the Grand Prize (as defined below). The Finalist with the second highest final score will win the Second Place Prize (as defined below). The Finalist with the third highest final score will win the Third Place Prize (as defined below). In the event of a tie, the Finalist with the higher Entertainment Value score will be deemed the winner of the applicable place (1st, 2nd, or 3rd). If the Entertainment Value scores are the same, Station will select one (1) Finalist to win the applicable place (1st, 2nd, or 3rd) in a random drawing from among all Finalists with a tied final score for that place.

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. 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.**

Up to twenty-four (24) Prizes will be awarded in this Contest. Each Prize is one (1) \$100 gift card to Lewis Jewelers. The approximate retail value (“ARV”) of each Prize is ONE HUNDRED DOLLARS.

One (1) Third Place Prize will be awarded in this Contest. The Third Place Prize is one (1) \$500.00 cash card provided by Long Drink. The ARV of the Third Place Prize is FIVE HUNDRED DOLLARS (\$500).

One (1) Second Place Prize will be awarded in this Contest. The Second Place Prize is one (1) \$1,500.00 gift card to Lewis Jewelers of Ann Arbor,. The ARV of the Second Place Prize is ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500).

One (1) Grand Prize will be awarded in this Contest. The Grand Prize is a \$2,500 in the form of a check from Brighton Ford. The ARV of the Grand Prize is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

TOTAL ARV OF ALL CONTEST PRIZES IS: SIX THOUSAND NINE HUNDRED DOLLARS (\$6,900).

For entry to the prize event, each event attendee may be required to show valid proof of vaccination against the COVID-19 virus and/or valid proof of a negative test for the COVID-19 virus within 72 hours (or such other time as the event organizers require) prior to the event.

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.

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.** By participating in the Contest, all entrants agree to be bound by the decisions of all Station representatives. Unsportsmanlike, disruptive, annoying, harassing, or threatening behavior is prohibited. All entrants agree to refrain from making disparaging remarks about other entrants or Station, including on social media (Facebook, Instagram, X, etc.). The Station reserves the right to take disciplinary actions, up to banning an individual's participation in current and future contests, events, or promotions. All entrants and their families must conduct themselves appropriately at all times. If conduct is deemed inappropriate by Station, in its sole and exclusive discretion, that entrant will be disqualified. 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 Broadcasting LLC, 1100 Victors Way, Suite 100, Ann Arbor, MI 48108.

PRIZE SPONSORS:

- **Brighton Ford, 8240 W Grand River Ave, Brighton, MI 48114.**
- **Lewis Jewelers, 300 S Maple Rd, Ann Arbor, MI 48103**
- **Lonkero LLC, 550 Congressional Blvd. Ste 115 PMB 1008, Carmel, IN 46032**