

**93.7 KISS COUNTRY/VALLEY FIRST CREDIT UNION “2018 HOME FOR THE HOLIDAYS” CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station **KSKS** (“Station”), owned and operated by Cumulus Media Holdings Inc. or one of its subsidiary companies, **1017 West Shaw Avenue, Fresno, CA 93711**, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **93.7 KISS COUNTRY/VALLEY FIRST CREDIT UNION “2018 HOME FOR THE HOLIDAYS”** 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, , age **eighteen (18) years** or older 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 **90 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 **90 Days** or a prize valued at \$500 or more in the **last 180 Days**. **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 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 **6:01am PT on November 1, 2018** and will run through **11:59pm PT on November 28, 2018, excluding November 22, 2018 and November 23, 2018** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.

- 3. How to Enter.** There are two ways to enter the Contest:

(i) **On-Air:** Listen to the Station weekdays from 6:01a.m., PT and 6:59 p.m., PT during the Contest Period. When the Station plays the 2018 Home for the Holidays “cue-to-call”, listeners should call the Station at 1-800-767-5477. Caller ten (10) to the Station, as determined by the Station in its sole discretion, will receive a \$100 MasterCard Gift Card and be qualified for the weekly grand prize drawings for the round trip airfare for up to four (4) to and from anywhere in the United States (including Alaska and Hawaii) up to a total cost per prize of \$2,000. ***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.

(ii) **In-Person:** (i) Visit one (1) of the following Valley First Credit Union branches located at: 618 East Shaw Avenue, Fresno, CA 93710 or 1177 North Willow Avenue, Clovis, CA 93611 and (ii) complete an official registration form and drop it in the registration box provided. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. Entries will be collected at or around 12:00p.m., PT on November 7, 2018, November 14, 2018, November 20, 2018 and November 28, 2018. Limit one (1) entry form per person per branch. Multiple participants and not permitted to share the same email address. Any

attempt by any participant to submit more than one (1) Entry Form by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that 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 registrations, all of which will be disqualified. All entries become the sole and exclusive property of Station and will not be returned.

4. **Winner Selection.** On or about 7:30 am PT on November 8, 2018, November 15, 2018, November 21, 2018 and November 29, 2018, a random drawing will be held from all eligible entries received up to that point in time via the methods listed in Section 3 (see above) in for the weekly Grand Prize. The winning entrant will be contacted using the telephone number provided with the Entry Form and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Station's decision as to the administration and operation of the Contest and the selection of the potential winners is final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within three (3) days of notification will result in disqualification. Winner must have a legal California Driver's license or identification card. The winner will be put in contact with Segale Travel Service in Stockton, California. Valley First Credit Union has contracted them for the travel arrangements. Any other expenses that exceed \$2,000 will be solely the responsibility of the winners. Winners and their traveling companions will be responsible for securing all appropriate travel documents and any and all associated expenses/costs that may come along with securing appropriate travel documents. Each winner must travel with his or her companion on the same itinerary. There is a cash out option for all grand prize winners. Winner may collect a \$1,000 Master Card Gift Card prize as a substitute for our grand prize. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Other restrictions may apply. Odds of winning depend upon the number eligible entries received.
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) 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. On-Air Qualifying Prizes.** There will be up to seventy-two (72) Qualifying Prizes awarded in this Contest. Each Qualifying Prize is (a) \$100 Master Card Gift Card and one (1) entry into that week's drawing to win the Weekly Grand Prize. **ARV of Each Qualifying Prize is \$100. Grand Prize. Four (4) Grand Prizes will be awarded in this Contest.** Each Week One (1) winner will receive a Grand Prize, which consists of round trip air fare to the nearest major airport to their home for the Winner and up to three (3) selected Guests. Total air fare cost must not exceed \$2,000 and the Winner will be responsible for any fees or expenses that exceed \$2,000. **ARV of Each Grand Prize of Flights is \$2,000.** A Grand Prize winner may elect to accept a cash out option which will be a \$1,000 Master Card Gift Card prize as a substitute for the Grand Prize. The Grand Prize is non-transferable. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a prize depend on the

number of eligible entries received during the Contest Period. Each grand prize winner must travel with his or her companions on the same itinerary. Prizes are non-transferable and no substitution will be made except as provided herein at the Station's sole discretion. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason. The winner will be put in contact with Segale Travel Service in Stockton, California. Valley First Credit Union has contracted them for the travel arrangements. Any other expenses will be solely the responsibility of the winner. Air travel must be taken by 01/31/2019. Winner will be responsible for securing all appropriate travel documents. If Winner elects to partake in any or all portions of his/her Prize with no Guest, the Prize will be awarded to Winner and each participating Guest and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Winner and their traveling companions must sign a travel release before the prize will awarded.

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 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.
8. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to use by the Station and its 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.** 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: (1) 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; (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, 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: (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 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 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: Valley First Credit Union, Cumulus Media Holdings Inc., KSKS,
1071 W. Shaw Avenue, Fresno, CA 93711, Attn: “2018 Home for the Holidays” Contest.**