

**WXKC-FM’s “CLASSY 100’S CHRISTMAS CATALOG” CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained from radio station WXKC-FM (“Station”), 471 Robison Road, Erie, PA 16509, during available business hours Monday through Friday, on the Station website [www.classy100.com](http://www.classy100.com), or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the WXKC-FM “CLASSY 100’S CHRISTMAS CATALOG” Contest (the “Contest”) substantially as described in these rules, and by participating, each entrant agrees as follows:

- **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 twenty-one (21) 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 60 days or a prize valued at \$500 or more. **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 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.

- **Contest Period.** The Contest will begin at **7am ET on Monday, December 4, 2023** and will run weekdays from 7am ET to 6pm ET **through Friday December 15, 2023** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.
- **How to Enter and Win.** To enter:

Listen to the Station during the Contest Period, and listen for the “Classy 100’s Christmas Catalog” keyword at the top of each hour, along with the cue to call in during each contest hour, as follows:

<b>Day/Date (all dates 2023)</b>	<b>Listen to the Station (all times ET)</b>	<b># of Cues to call per day</b>
Monday, December 4 & 11	7am-8am, 9am-10am, Noon-1pm & 5pm-6pm	4

Tuesday December 5 & 12	7am-8am, 9am-10am, Noon-1pm, & 5pm-6pm	4
Wednesday, December 6 & 13	7am-8am, 9am-10am, Noon-1pm, & 5pm-6pm	4
Thursday, December 7 & 14	7am-8am, 9am-10am, Noon-1pm, & 5pm-6pm	4
Friday, December 8 & 15	7am-8am, 9am-10am, Noon-1pm, & 5pm-6pm	4

For each cue-to-call, the eleventh (11<sup>th</sup>) caller at (814) 868-9100 that provides the correct keyword given during the contest hour, as determined by Station in its discretion, will win a prize as described below.

**Limit one (1) Winner per household.** 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 entries, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the telephone number used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned the telephone number by the wireless carrier or by an Internet access provider, online service provider or other organization responsible for assigning the telephone number. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted.

- **Winner Selection.**

During the Contest Period, each Winner will be selected at the time of call-in as described above. Winner will be able to choose their prize from the list of available prizes at the time of winning. There will be forty (40) winners.

Each winner will be awarded a 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 will result in disqualification and forfeiture of the prize. **LIMIT ONE PRIZE PER PERSON.**

- **Verification of Potential Winners.** 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. Each potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Each potential winner may be notified at the time of the call-in and/or by email or telephone call after the date of random drawing and/or winner determination. Each 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.

- **Prizes.**

Forty (40) prizes (one for each Contest cue-to call) will be awarded in this Contest. Each Winner will receive one of the Prizes listed below, chosen by the winner based on the prizes available at the time of winning.

<b>Prize Provider</b>	<b>Finalist Prize</b>	<b>Approximate Retail Value (“ARV”)</b>
Odis 12 Sports Bar & Grille	Gift Certificate	\$100
Ralph Miller Jewelers	Gift Certificate	\$100
Ambridge Rose Spa & Salon	Gift Certificate	\$100
VisitErie	4 passes/Honey Talk & Wine Pairing	\$100
VisitErie	6 passes/Private Maple Experience	\$100
Nancy Placidi/Hanna Real Estate	Gift Certificate to Rejuv Med Spa, Salon, & Wellness	\$100
6 Pack House Of Beer	4 (\$25) Gift Certificates	\$100
Sports Obsession	Gift Certificate	\$100
Erie Gold Exchange	Pair of 14K Gold Diamond Stud Earrings	\$279
Niagara Car Wash	Gift Certificate-Car Wash	\$100
Live Nation	2 tickets/Bryan Adams Pittsburgh 3/15/24	\$250
Sports Obsession	Gift Certificate	\$100
Live Nation	2 tickets/NKOTB Darien Lake 8/22/24	\$150
Live Nation	2 tickets/NKOTB Darien lake 8/22/24	\$150
AEG	2 tickets/Luke Combs Buffalo 4/19/24	\$250
Millcreek Mall	Gift Certificate	\$100

Grasshopper Gift Shop	Gift Certificate	\$100
Pittsburgh Penguins	2 tickets to January 2024 home game	\$300
Ricardo's Restaurant	4 (\$25) Gift Certificates	\$100
Mound Grove Bar & Grill	4 (\$25) Gift Certificates	\$100
Cleveland Guardians	4 4-packs of tickets to a 2024 home game (1 pack per winner)	\$640
Pulakos Chocolates	4 (\$25) Gift Certificates	\$100
Pennsylvania Lottery	6 (\$100) packs of Jingle Buck scratch off tickets (1 pack per winner)	\$600
Pennsylvania Lottery	6 (\$100) packs of Twinkles & Tangled scratch off tickets (1 pack per winner)	\$600
Pennsylvania Lottery	3 (\$100) packs of Santa's Cash Drop Doubler scratch off tickets (1 pack per winner)	\$300

**TOTAL ARV OF ALL PRIZES IS: \$5,019.00**

Each 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 listeners participating in the Contest Period 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.

If any prize is temporarily or permanently unavailable due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Station and/or Sponsor, then no substitution shall be provided by Station or Sponsor.

- 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, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Sponsor, Cumulus Media New Holdings Inc., and each of their parent, 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 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.

- **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.
- **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.
- **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.
- **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 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.

- **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.
- **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.
- **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, 471 Robison Road, Erie, PA 16509**