

## MAGIC 106.9's (WMGU-FM) "KEY SONG OF THE DAY" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station WMGU, owned and operated by Cumulus Radio Corporation, 1009 Drayton Road, Fayetteville, NC 28303, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **Magic 106.9 "Key Song of The Day"** Contest (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

1. **NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**
2. **Eligibility.** This Contest is open only to legal U.S. residents **age 21 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. 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 Sponsor'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.
3. **Contest Period.** The Contest will begin at **12:01 a.m., ET on April 10, 2017** and will run through **12:59 p.m., ET on June 24, 2017** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.
4. **How to Enter.** You will automatically be entered into the Contest once you complete one (1) of the following:
  - (i) **On-Air:** Listen to the Station weekdays at or around 7:10 a.m. during the Contest Period for the Song of the Day to be announced. Or, Listeners can also learn of the Song of the Day by joining the Magic VIP Club. An e-mail(s) will be sent to all registrants weekly, between 11:59 p.m., ET on Thursday to 5:00 pm Friday, featuring a Songs of the Day list for the upcoming week. To qualify listeners should listen to the Station weekdays from 10:00 a.m. – 3:00 p.m. during the Contest Period to hear the Song of the Day. When the Station plays the Song of The Day in its entirety, listeners should call the Station at 910-864-1069. Caller number nine (9), after the song has concluded, to the Station, as determined by the Station in its sole discretion, will be deemed a Daily Grand Prize Qualifier and entered to win the Grand Prize. **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; or
  - (ii) **Key Stop:** Listeners can qualify for participation in the Grand Prize Finale by registering on-site during the Block Party Key Stop. The event will take place on June 10, 2017 from 11:00 a.m. ET to 1:00 p.m. at RimTyme located at 416 Ramsey Street in Fayetteville, NC. One (1) participant will win a "key" to be qualified to win the Grand Prize. Participants must sign in on site for a chance to win by no later than 12:45 p.m. ET. Valid government issued photo ID is required for participation. Key Qualifier Winner of the "key" will also win a voucher for three (3) day/two (2) night hotel accommodations in city of winner's choice. The winner can choose between the cities of Anaheim, CA, Palm Springs, CA, Las Vegas, NV, Atlantic City, NJ, Branson, MO, Gatlinburg, TN, Daytona, FL, Orlando, FL, Hilton Head, SC, Charleston, SC, Myrtle Beach, SC, and Williamsburg, VA. The Key Qualifier Winner also receives a Companion Airfare voucher providing two (2) airline tickets for one (1) exclusive Guaranteed Lowest Price flight. All expenses and fees associated with the Key Qualifier Winner prize not expressly included in the foregoing prize description are the sole responsibility of the winner, including but not limited to winner paying an \$8.00 processing fee to travel agent, and room taxes of between \$9.00 and \$15.00 per each night, depending on the city selected. **ARV \$500.00.** 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 will result in disqualification. **YOU MUST BE PRESENT TO QUALIFY AND WIN.**
  - (iii) **Last Chance Qualifying:** Listeners will have one last chance to qualify to win the Grand Prize by registering on-site during the Grand Finale Event. One (1) name will be randomly drawn and entered for their chance to win the Grand Prize. The name drawn will be the Last Chance Grand Prize Qualifier. **YOU MUST BE PRESENT TO QUALIFY.**
5. **Grand Prize Finale Event.** There will be a Grand Prize given in this Contest. All Daily Grand Prize Qualifiers, one (1) Block Party Key Stop Qualifier, and one (1) Last Chance Grand Prize Qualifier are eligible to win the Grand Prize. **ALL QUALIFIERS MUST BE REGISTERED REMAIN PRESENT TO WIN THE GRAND PRIZE AND CHECK-IN NO LATER THAN 10:45 A.M. PRESENTING A CURRENT AND VALID GOVERNMENT ISSUED PHOTO ID. PERSONS WHO FAIL TO REGISTER IN TIME AND/OR WITHOUT A VALID GOVERNMENT ISSUED**

**PHOTO ID MAY NOT REGISTER, OR WHO LEAVE THE PREMISES AFTER REGISTERING AND WILL BE DISQUALIFIED FROM WINNING THE GRAND PRIZE. NO PROXIES WILL BE ALLOWED.**

**On-site registration begins at 10:00 a.m. and ends at 10:45 a.m. on June 24, 2017** at sponsor's location (Bryan Honda at 4104 Raeford Rd. Fayetteville, North Carolina). All Daily Grand Prize Qualifiers, one (1) Block Party Key Stop Qualifier and one (1) Last Chance Grand Prize Qualifier Qualified Participants must be checked in no later than 10:45 a.m.

On or about 11:00 a.m., ET on June 24, 2017, the Grand Prize drawing will start. One (1) entry will win the Grand Prize from among all Daily Grand Prize Qualifiers, one (1) Block Party Key Stop Qualifier and one (1) Last Chance Grand Prize Qualifier with a valid government issued photo ID who have registered by 10:45 a.m. on June 24, 2017. Names will be drawn one by one, upon selection contestant will select a key to open the lock on a suitcase. First key to open the lock on the suitcase wins the Grand Prize. At that point, the contest will end and the decision of the judges will be final. 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 will result in disqualification.

6. **Verification of Potential Winner.** POTENTIAL CONTEST WINNER 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 will 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.

7. **PRIZES. Key Qualifying Prize.** There will be one (1) Key Qualifier Prize given out in this Contest. The Key Qualifier Winner of the "key" will also win a voucher for three (3) day/two (2) night hotel accommodations in city of winner's choice. The winner can choose between the cities of Anaheim, CA, Palm Springs, CA, Las Vegas, NV, Atlantic City, NJ, Branson, MO, Gatlinburg, TN, Daytona, FL, Orlando, FL, Hilton Head, SC, Charleston, SC, Myrtle Beach, SC, and Williamsburg, VA. The Key Qualifier Winner also receives a Companion Airfare voucher providing two (2) airline tickets for one (1) exclusive Guaranteed Lowest Price flight. All expenses and fees associated with the Key Qualifier Winner prize not expressly included in the foregoing prize description are the sole responsibility of the winner, including but not limited to winner paying an \$8.00 processing fee to travel agent, and room taxes of between \$9.00 and \$15.00 per each night, depending on the city selected. **ARV \$500.00. Grand Prize.** One (1) Grand Prize will be given in this Contest. One (1) Grand Prize includes a 2016 Honda Fit 5DR EX provided by Bryan Honda, VIN number: JHMGK5H75GX028450. **ARV \$18,600.** Winner is responsible for all taxes associated with prize receipt and/or use. Grand Prize is non-transferable, cannot be redeemed for a cash equivalent prize, and no substitution will be made except as provided herein at the Station's sole discretion. Winner is responsible for all taxes associated with prize receipt and/or use and/or travel expenses to/from the selected destination. Odds of winning the Grand 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. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason. **The Winner must be willing, able to accept, and accept the Grand Prize on site on the date of June 24, 2017, otherwise Winner will forfeit the Grand Prize, at which time the Station may select an alternative Winner in its sole discretion.**

8. **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.

9. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to Station's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
10. **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.
11. **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. An individual may win the Weekly one-time contest only once for the duration of the Contest. The Station reserves the right to limit the number of times an individual may enter a contest or drawing. 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 any other promotion or 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.
12. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest, or any part of it, for any reason, Station, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
13. **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, other than those concerning the administration of the Contest or the determination of the winner, 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 Sponsor 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.
14. **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 on or within, 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.
15. **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 Contest Sponsor identified below.

**CONTEST SPONSOR:**  
**Cumulus Radio Corporation,**  
**WMGU - Magic 106.9**

**1009 Drayton Road  
Fayetteville, NC 28303**

**PARTICIPATING SPONSORS:**

**Bryan Honda  
4104 Raeford Road  
Fayetteville, NC 28304**

**RimTyme  
416 Ramsey Street  
Fayetteville, NC 283**