

**The Bert Show's "Pay Your Bills"  
Official Promotional Rules**

A complete copy of these rules can be obtained at the offices of the participating radio stations (the "Stations") identified below during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to one of the radio station addresses below:

- WWWQ-FM/Q100, 780 Johnson Ferry Rd., 5th Floor, Atlanta, GA 30342
- WNFN-FM/i106 WNFN, 10 Music Circle East, Nashville, TN 37203
- WSSX-FM/95SX, 4230 Faber Place Drive, Ste. 100, North Charleston, SC 29405
- WJFX-FM/Hot 107.9, 2000 Lower Huntington Road, Fort Wayne, IN 46819
- WMGA-FM/Hits 97.9, 555 5<sup>th</sup> Avenue, Huntington, WV 25701
- WXMK-FM/Magic 105.9, 185 Benedict Road, Brunswick, GA 31520
- KGFX-FM/River 92.7, 214 W. Pleasant Drive, Pierre, SD 57501
- KZGF-FM/Z94.7, 1185 9<sup>th</sup> Street NE, Thompson, ND 58278
- KOLY-FM/Star 99 118 3rd St. East, Mobridge, SD 57601

The Stations will conduct "The Bert Show's Pay Your Bills" 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.**

Contest is open only to legal U.S. residents who are age 18 or older residing in the metro areas of the radio stations listed above (collectively, the "Contest Territory") with a valid Social Security number at the time of entry and who reside in one of the Station's (as listed above) 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. Employees, agents, representatives, or affiliates of the Stations, Cumulus Media Partners LLC, Cumulus Broadcasting LLC, Cumulus Media Inc, Yea! Networks and its affiliates, including Midwest Communications, Adams Radio Group, Fifth Avenue Broadcasting Company, Inc., Leighton Broadcasting, Golden Isles Broadcasting, Ingstad Family Broadcasting and their respective affiliates, other radio stations and media companies in or serving the Contest Territory, and their immediate family members and household members are not eligible to participate or win. The term "immediate family members" includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others. 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.

2. **Winning Entrants.** One (1) winner per household or immediate family member throughout the duration of the Contest.
3. **Contest Period.** The contest will begin on Monday, January 9, 2017 and will run through Friday, February 3, 2017 (the "Contest Period"). The Station reserves the right to extend the contest past the end date or terminate the contest at an earlier date.
4. **How to Enter.** There are two (2) ways to enter the "Pay Your Bills" contest:
  - a. Submit a copy of your bill via the on-line form at [www.TheBertShow.com](http://www.TheBertShow.com).
  - b. Mail a copy of your bill to The Bert Show Pays Your Bills, 780 Johnson Ferry Rd., 5<sup>th</sup> Floor, Atlanta, GA 30342.

A bill must be a photo, copy, or scan of the original bill. No original bills will be accepted. The account number on the bill MUST be blocked out or covered; bills reflecting an account number will not be accepted. Entrants must include their name, date of birth, and daytime phone number on the bill. All bills must be received no later than Wednesday, February 1, 2017 at 11:59:59 p.m., EDT.

Entrants may submit as many individual bills as they like. Each individual bill may only be submitted once. Multiple entries of the same bill will 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. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. 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.

5. **Winner Selection.** The Bert Show will conduct the Pay Your Bills contest Monday through Friday during the Contest Period. Each day at approximately 6:00 a.m., EDT, 7:00 a.m., EDT, 8:00 a.m., EDT, the on-air personality will announce one (1) name of entrants randomly chosen from all eligible entries. (WWWQ in Atlanta will conduct one additional contest at 5:00pm each weekday, for metro Atlanta residents only). The entrant name announced, as determined by the Station, will be declared the daily winner. No alternate winner will be chosen. All decisions of the Station regarding selection of entrants and winners are final and cannot be challenged. In the unlikely event that no candidate is found to meet the eligibility requirements, then the Daily Prize for that day will go un-awarded. In the event of a tie, the winner will be determined by and at the Stations' sole discretion

**TIME DELAY BETWEEN OVER-THE-AIR ANALOG SIGNAL AND OTHER SIGNAL DELIVERY:** Due to the time delay that exists between the Stations' analog over-the-air signals and the Station's online webcast, listeners who listen to the Stations online may hear the cue to call later than listeners listening to the Stations' analog over-the-air signal. As a result, the odds of an online listener winning this Contest may be diminished.

6. **Grand Prizes.** Four (4) Daily Prizes will be awarded each weekday during the Contest Period for a total of **80** Prizes awarded for this Contest. Prize amounts will vary based on the bill submitted by the entrant. Prizes amounts will be the amount of the bill, up to \$500 total (i.e. a winner who submitted a \$1,750 bill would result in a prize amount of \$500), although the Station reserves the right to award an alternate amount as they see fit. The prize will be in the form of Visa gift cards. **ARV will Vary, but will be given to Winner at the Time the Prize is Claimed.** It is the winner's sole responsibility to send payments to the creditor. The Station is not responsible and accepts no liability for paying the creditor, meeting the creditor's deadline for timely payment, or any late charges or fees imposed by the creditor. Prizes are non-transferable and cannot be exchanged for any other prize.
7. **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 will be issued an IRS Form 1099 to report their winnings. All prizes are awarded "as is." Prizes are nontransferable and cannot be exchanged or sold. No substitute prize will be awarded to a winner who declines to accept a prize.
8. **Entry Conditions and Release.** The Stations, Cumulus Media Partners LLC, Cumulus Broadcasting LLC, Cumulus Media Inc, Yea! Networks and its affiliates, including Midwest Communications, Adams Radio Group, Fifth Avenue Broadcasting Company, Inc., Leighton Broadcasting, Golden Isles Broadcasting, Ingstad Family Broadcasting, their subsidiaries, affiliates, members, directors, officers, employees, agents and representatives ("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 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. Further, the Released Parties shall not be responsible for the failure of participating sponsors to deliver the prizes or any part thereof as described herein. All entrants and winners agree that the Stations, Cumulus Media Partners LLC, Cumulus Broadcasting LLC, Cumulus Media Inc, Yea! Networks and its affiliates, including Midwest Communications, Adams Radio Group, Fifth Avenue Broadcasting Company, Inc., Leighton Broadcasting, Golden Isles Broadcasting, Ingstad Family Broadcasting, their subsidiaries, affiliates, members, directors, officers, employees, agents and representatives shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in, winning, or losing any contest and/or by the use or non-use of any prize received in connection with this contest.
9. **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 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.
10. **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.

- 11. 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.
- 12. 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.
- 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 Contest Sponsor identified below.
- 14. Publicity.** Where allowed by law, all winners agree to give the Stations, its licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish their name, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, and winner's voice, recorded or live, for any reason the Stations deem necessary without compensation, unless prohibited by law. All winners release, discharge, and agree to save harmless the Stations and their parent companies, subsidiaries, affiliates, members, directors, officers, employees, agents and representatives from any and all claims they may have against the Stations in connection with the taking, production, or the use of winners' name, city of residence, any photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations, and including winners' voices, recorded or live. All winners further acknowledge that the Stations own or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to the Stations.
- 15. Winner's List.** A winners list may be obtained after February 6, 2017, by sending a self-addressed stamped envelope to one of the radio station addresses set forth above.

**CONTEST SPONSORS: CUMULUS MEDIA HOLDINGS, INC.,** 3280 Peachtree Road, NW Suite 2300. Atlanta, Georgia 30305 ; **Yea! Networks,** 220 East Las Colinas Boulevard, Irving, TX 75039.