

**THE BERT SHOW'S "THE BERT SHOW'S IMPOSSIBLE TO FIND GAMING SYSTEM GIVEAWAY!" NATIONWIDE  
CONTEST OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting any of the participating radio stations set forth below (individually a "Station" and collectively, the "Stations"), owned or operated by Cumulus Media New Holdings Inc. or one of its subsidiaries, and The Bert Show LLC, (collectively "Sponsor") during normal business hours Monday through Friday, or by sending a self-addressed, stamped envelope to Sponsor at the address below.

Sponsor will conduct **The Bert Show's "THE BERT SHOW'S IMPOSSIBLE TO FIND GAMING SYSTEM GIVEAWAY!" Nationwide 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.**

**2. Eligibility.** This Nationwide Contest is open only to legal U.S. residents who are age eighteen (18) or older (nineteen (19) in Alabama and twenty-one (21) in Mississippi) at the time of entry with a valid Social Security number who resides in the Designated Market Area ("DMA," as defined by Nielsen) of a Participating Station, as listed below. A complete list of all Participating Stations can be found at the end of these Nationwide Contest Rules. Employees of the Participating Stations, Sponsor, their parent company, affiliates, subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving a 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 Nationwide 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 Nationwide Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. Contest Period.** The Nationwide Contest will begin at **6:00 a.m., ET on December 8, 2020** and will run through **11:59 p.m., ET on December 18, 2020** (the "Contest Period"). The Sponsor's computer is the official time keeping device for this Nationwide Contest.

**4. How to Enter.** To enter:

**Step 1:** Listen to a Participating Station weekdays during the Contest Period, during the times indicated for your local station in the Participating Station list below. The Station will announce up to three (3) keywords (each a "Keyword") per hour, during the hours listed, for a total of up to twelve (12) Keywords per weekday.

**Step 2:** Visit [www.thebertshow.com](http://www.thebertshow.com) during the Contest Period, click on the "Contest" link, and fully complete the Entry Form by providing the following information: (a) correctly typing in one (1) of the Keywords as heard announced on air that day (b) a telephone number (cell phone or landline), including area code, (c) email, (d) address with city, state, and zip code, and (e) date of birth. You must successfully submit the Keyword(s) correctly spelled and your complete and accurate registration information to receive a valid entry. Participants may enter up to twelve (12) times per day; one (1) entry per Keyword announcement. All entries must be received by 11:59pm ET each weekday of the Nationwide Contest to be included in the drawing the following day. **Limit one (1) entry per person per Keyword announcement, regardless of how many email addresses a person may possess and use.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to submit more than one (1) entry per Keyword announcement by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the 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. 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. No mail-in entries will be accepted.

**5. Winner Selection.** Each weekday, from December 9, 2020 through December 21, 2020, after 6:00 a.m. ET, Sponsor will select one (1) entry for the Daily Prize (as defined below) in a random drawing from among all valid entries received the previous business day. The winning entrant will be contacted using the telephone number submitted with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). **Sponsor will make up to two (2) telephone call attempts within a three (3) minute timeframe, as determined in Sponsor's sole discretion. The potential Daily Prize Winner's telephone number must be answered by a live person, and the person submitted the entry must be immediately available. On the second (2<sup>nd</sup>) attempt to reach the potential Daily Prize Winner, telephone numbers answered by voicemail will be immediately disqualified and not eligible to win the Daily Prize. If Sponsor receives a busy signal on any attempt, Sponsor will repeat that attempt until the call goes through. Notwithstanding anything to the contrary herein, should a number be answered by a voicemail on the second attempt, the phone call is disconnected for any reasons, or the person is**

unavailable for any reason, Sponsor may select another potential Daily Prize Winner in its sole discretion. This process will continue until a potential Daily Prize Winner who entered the Nationwide Contest answers the telephone. Sponsor is not obligated to and will not leave a voicemail or other message when contacting a potential Daily Prize Winner, either on the first or second attempted phone call by the Station. Sponsor's decisions as to the administration and operation of the Nationwide Contest and the selection of the potential winner are final and binding in all matters related to the Nationwide Contest. Failure to respond to the initial verification contact within 24 hours of notification will result in disqualification.

**6. Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL NATIONWIDE CONTEST WINNERS IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE NATIONWIDE 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 telephone call after the date of the random drawing. The potential winner will be required to sign and return to Sponsor, 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 within the required time period will be deemed to have accepted the 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 Contest prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

**7. Daily Prizes.** Up to nine (9) Daily Prizes will be awarded in this Nationwide Contest. Each Daily Prize consists of a PlayStation 5 Bundle, including one (1) PlayStation 5 disc version 825 GB, one (1) PlayStation dual sense wireless controller, and one (1) game PS5 launch version of Marvel Spider-man Miles Morales. **Approximate Retail Value ("ARV") Six Hundred Nineteen Dollars (\$619).** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a Daily Prize depend on a number of factors including the number of eligible entries received by all Participating Stations during the Contest Period and listeners participating from all Participating Stations at any given time. The odds of winning this Nationwide Contest and the number and identity of radio stations participating in this Nationwide Contest may change during the Contest Period, including in the event of the sale or purchase of radio stations during the Contest Period. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

There is no substitution, transfer, or cash equivalent for prizes, except that Sponsor may, at 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.

**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 Sponsor, which are binding and final in all matters relating to this Nationwide Contest; (b) release and hold harmless Sponsor, Cumulus Media New Holdings, Inc., and its subsidiaries, and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Nationwide 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 Nationwide 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 Nationwide Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

**9. Publicity.** Except where prohibited by law, participation in the Nationwide Contest constitutes winner's consent to Sponsor'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.

**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. The actual retail value of the prize will be reported on the IRS Form 1099, which may differ from the above stated ARV.

**11. General Conditions.** Sponsor reserves the right to cancel, suspend and/or modify the Nationwide Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor 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 Nationwide 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 Nationwide Contest may be a violation of criminal and civil law, and, should such an attempt be made,

Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor'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 Nationwide 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 Nationwide Contest; (4) technical or human error which may occur in the administration of the Nationwide 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 Nationwide 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, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Changes to the Nationwide Contest or Changes to those Participating Stations.** If, for any reason, in the sole opinion of Sponsor, this Nationwide Contest or any Participating Station is not capable of running as planned by reason of an Act of God, disease, epidemic, pandemic, quarantine, acts of government, infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, system overload or any other causes, whether discovered or suspected by Sponsor, which, in the sole opinion of the Sponsor, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Nationwide Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Nationwide Contest, and/or remove a Participating Station, and/or provide alternative means of entry or any other changes to these Nationwide contest rules that Sponsor deems appropriate under the circumstances. In the event of termination, suspension or modification of this Nationwide Contest, a notice will be posted online and/or announced on-air.

**14. Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Nationwide Contest, or any prizes awarded, other than those concerning the administration of the Nationwide 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 Nationwide Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Georgia State Court located in the City of Atlanta, Georgia; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Nationwide 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 the entrant and Sponsor in connection with the Nationwide Contest, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

**15. Entrant's Personal Information.** Information collected from entrants is subject to Sponsor's Privacy Policy, which is available on the Stations' websites 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 Sponsor to be used, disposed of or destroyed in its sole discretion. Sponsor is not responsible for any incorrect or inaccurate information entered by telephone 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 the Stations' websites and/or text messaging service.

**16. Nationwide Simultaneous Contest.** THE CONTEST IS ONE (1) NATIONWIDE CONTEST MADE UP OF MANY PARTICIPATING STATIONS, AS OUTLINED BELOW. SPONSOR IS CONDUCTING THIS CONTEST CONCURRENTLY AND SIMULTANEOUSLY ON SEVERAL PARTICIPATING STATIONS THAT ARE LOCATED IN VARIOUS STATES AND THOSE RESPECTIVE VARIOUS TIME ZONES WHERE A STATION IS LOCATED.

**17. Nationwide 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 Sponsor identified below.

**CONTEST SPONSORS: CUMULUS MEDIA NEW HOLDINGS INC., 3280 Peachtree Road NW, Suite 2200, Atlanta, GA 30305, Attn: "THE BERT SHOW'S IMPOSSIBLE TO FIND GAMING SYSTEM GIVEAWAY!" and The Bert Show, LLC, 780 Johnson Ferry Rd. NE, Atlanta, GA 30342**  
**PRIZE PROVIDED BY: The Bert Show, LLC**

**PARTICIPATING STATIONS:**

Call Letters	DMA	Owner/Operator/Licensee	Time Zone	Contest Hours
KCHZ-FM	Kansas City, MO	Cumulus Media New Holdings Inc	CT	5 to 9am
KEHK-FM	Eugene-Springfield, OR	Cumulus Media New Holdings Inc	PT	6 to 10am
KGFX-FM	Pierre, SD	Ingstad Family Media	CT	6 to 10am

KKND-FM	New Orleans, LA	Cumulus Media New Holdings Inc	CT	5 to 9am
KKWD-FM	Oklahoma City, OK	Cumulus Media New Holdings Inc	MT	5 to 9am
KMXW-FM	Casper, WY	Breck Media Grp	CT	6 to 10am
KOLY-FM	Mobridge, SD	Ingstad Family Media	CT	5 to 9am
KQHN-FM	Shreveport, LA	Cumulus Media New Holdings Inc	CT	6 to 10am
KQXC-FM	Wichita Falls , TX	Cumulus Media New Holdings Inc	CT	5 to 9am
KQXY-FM	Beaumont, TX	Cumulus Media New Holdings Inc	ET	6 to 10am
WBHT-FM	Wilkes Barre / Scranton, PA	Cumulus Media New Holdings Inc	ET	6 to 10am
WJFX-FM	Ft. Wayne, IN	Adams Radio Grp LLC	CT	6 to 10am
WKMX-FM	Dothan, AL	Gulf South Comm. Inc	ET	6 to 10am
WLTO-FM	Lexington, KY	Cumulus Media New Holdings Inc	ET	6 to 10am
WMGB-FM	Macon, GA	Cumulus Media New Holdings Inc	CT	6 to 10am
WNFN-FM	Nashville, TN	Midwest Comm. Inc.	CT	5 to 9am
WNMQ-FM	Columbus, MS	Cumulus Media New Holdings Inc	ET	6 to 10am
WPQP-FM	Johnstown-Altoona-State College	Seven Mountains Media	ET	6 to 10am
WQHY-FM	Prestonsburg, KY	WDOC Inc	ET	6 to 10am
WQOQ-FM	Toledo, OH	Cumulus Media New Holdings Inc	ET	6 to 10am
WSSX-FM	Charleston, SC	Cumulus Media New Holdings Inc	CT	6 to 10am
WWCK-FM	Flint, MI	Cumulus Media New Holdings Inc	ET	6 to 10am
WWFA-FM	St. Florian / Florence, AL	Southern Broadcasting Corp.	CT	6 to 10am
WWKL-FM	Harrisburg, PA	Cumulus Media New Holdings Inc	ET	6 to 10am
WWWQ-FM	Atlanta, GA	Cumulus Media New Holdings Inc	ET	6 to 10am
WXMK-FM	Brunswick, GA	Golden Isles Broadcasting	CT	5 to 9am