

**KRBE’S “COZY CHRISTMAS WEB” CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station KRBE (“Station”), 9801 Westheimer Rd., Suite 700, Houston, TX 77042, during available business hours Monday through Friday, on the Station website www.krbe.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **KRBE’S “COZY CHRISTMAS WEB”** contest (the “Contest”) substantially as described in these rules, and by participating, each entrant 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 of the Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio, excluding Florida and New York residents, age (21) years or older at the time of entry with a valid Social Security number, 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 or a prize valued at \$500 or more in the last or more in the last 180 days, own a home 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 Station, Susquehanna 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 entry period will begin at **12:00 am CT on Monday November 13th, 2023** and will run through **11:59 pm CT on Sunday December 3rd, 2023** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.

2. **How to Enter.**

Online: Visit the Station’s website www.krbe.com during the Contest Period, click on the “Contest” link, click on the “COZY CHRISTMAS” Contest link, and complete an entry form. All entries must be received by **11:59pm CT on Sunday December 3rd, 2023** to be eligible for a chance to win a prize. **Limit one (1) entry per person per day, regardless of how many email addresses a person may possess and use.** Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to submit more than one (1) entry per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the entrant 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 entrant. 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.

Winner Selection.

On or about **10:00 am CT on Friday, December 8, 2023**, Station will select ten (10) potential winner(s) via a write-in campaign to nominate a person or family in need to receive the Grand Prize. The selected nominators will be contacted by phone. In order to be selected as an Online Qualifying winner, participant must answer the phones when the station makes its 1ST attempt to contact the participant. All phones must be answered by a live person, not by a voicemail, and the participant must answer or be immediately available to speak. Any phones answered by voicemail will be disqualified and the Station will, in its own discretion select another online entry participant to contact. This process will continue until ten (10) Online Qualifier Winners are identified, subject to verification of eligibility and compliance with the terms of these rules. 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. “Nominees” cannot share the same permanent household address as it appears on his/her Texas-issued government issued identification as the “Nominator” to be considered for this contest.

There will be ten (10) participants of this Contest. The Grand Prize entry will be selected by the Station, in their sole and exclusive discretion, via the best online submission and interview. Station will then select one (1) entry for the Grand Prize from all valid entries received by Station during the Contest Period with the timeframe below and then call both the “Nominator” and “Nominee” to award the prize by 10:00 am CST Friday, December 8, 2023.

The Finalist, also known as the “Nominee”, must be able to accept the Grand Prize and all contest requirements in order to win. If a Finalist does not wish to accept the Grand Prize (including being responsible for taxes and/or other fees incurred as a result of the Grand Prize or attending the event at the designated timeframe), the Finalist will forfeit the ability to win the Grand Prize. Station’s decisions as to the administration and operation of the Contest and the selection of any potential winner are final and binding in all matters related to the Contest.

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 one (1) day of notification will result in disqualification.

3. 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) to claim the 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. Unclaimed prizes may not be awarded.

4.

Grand Prize. One (1) Grand Prize will be awarded in this Contest. Each winner will receive:

(a) one (1) Black Diamond Package that includes: a new furnace, coil and condenser sized properly for the winning home, a Wi-Fi thermostat, an April Aire media filter with a Merv 11 filter that only needs to be changed once a year, a ceiling saver float switch, indoor and outdoor surge protectors, new supply and return plenums, a Phenomenal Air, and 10 year parts and labor warranty coverage, and 2 years of maintenance inspection.

(b) **Approximate retail value of each Grand Prize twenty two thousand dollars (\$22,000).**

The approximate retail value (“ARV”) of each prize is Twenty Two Thousand Dollars (\$22,000).

TOTAL ARV OF ALL CONTEST PRIZES IS: Twenty Two Thousand Dollars Dollars (\$22,000).

5. **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, Cumulus Media New Holdings Inc., and each of their 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.

6. **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.

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 in any given year will be issued an IRS Form 1099 to report their winnings.
8. **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.
9. **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.
10. **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.
11. **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.

12. **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: Susquehanna Radio LLC., 9801 Westheimer Suite 700, Houston, Texas 77042

PRIZE PROVIDER: Air Innovations LLC, 12507 Telge Rd, Cypress, TX 77429.