

**B98.7 “TOP DOG BRACKET” CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting the offices of radio station B98.7 KBEE (“Station”), 434 Bearcat Drive, Salt Lake City Utah 84115, during available business hours Monday through Friday, on the Station website www.B987.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **B98.7 “TOP DOG BRACKET” 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.**

Eligibility. This Contest is open only to legal U.S. residents, excluding Florida and New York residents, age Twenty One (21) 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 **24 Hours** or a prize valued at \$500 or more in the last **90 days**, and whose immediate family members or household members have not won a prize from the Station in the last **24 Hours** or a prize valued at \$500 or more in the last **90 days**. **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.

2. **Contest Period.** The Contest will begin at **6:00am Mountain Time (“MT”) on Friday March 12th 2021** and will run through **8:00pm MT Monday April 5th 2021** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.

3. **How to Enter.** There is one way to enter:

Online: From 6:00 am MT on March 12, 2021 to 7:59pm MT on March 17, 2021 (the “Entry Period”), Entrants must:

- (a) Visit the Station’s website www.B987.com during the Entry Period;
- (b) Click on the “Top Dog Bracket” Contest link
- (c) Complete all fields on the entry form; and
- (d) Submit a photo of entrant’s dog (the “Photograph”).

Entrant represents and warrants that: (a) entrant is the sole and exclusive author of the Photograph and all rights in the Photograph; (b) entrant has the full and exclusive right, power, and authority to submit the Photograph and to grant Station the rights to the Photograph set forth in these Official Rules; (c) no part of the entrant’s Photograph has been published or has been previously produced; (d) no rights in the Photograph have been previously granted to any third person, firm, corporation or other entity or otherwise exercised or made use of or encumbered in any way; and (e) entrant’s Photograph does not defame or invade publicity rights or privacy of any person, or otherwise infringe any person’s personal or property rights or any other third-party rights. Station has the right, but not the obligation, to publish all Photographs in any media during and following the Contest.

With respect to the entrant's Photograph, entrant hereby irrevocably grant Station and its designees the non-exclusive, perpetual, worldwide right to use the Photograph, in whole or in part, as Station may determine in its sole discretion, in connection with the Contest and related advertising and promotion.

Station reserves the right in its sole discretion to disqualify any entrant or Photograph at any time if it is determined that the Photograph is offensive, inappropriate, not in keeping with Station's image or if it is determined that the entrant has not otherwise complied with these Official Rules.

All entries must be received by 8:00pm MT on March 17, 2021 to be eligible for a chance to win the Contest.

On or about 8:15pm MT on March 17, 2021, Station will select sixty-four (64) entries in a random drawing from among all valid entries received by Station during the Entry Period (each, a "Bracket Participant"). If fewer than sixty-four (64) entries are received during the Entry Period, local rescue group C.A.W.S. (Community Animal Welfare Society) will submit images of their dogs (the "CAWS Entries") to fill any empty spaces in the Contest. If a CAWS Entry wins the Contest, the prize will be awarded to C.A.W.S.

Limit one (1) entry per person per email address no matter how many email addresses an individual 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 day 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.

4. **Winner Selection.** For each Bracket Participant, that Bracket Participant's Photograph will be included in a six-round bracket-style tournament (the "Bracket Tournament"), as described below. Station listeners will be asked to visit the Station website starting at 5:00am MT on March 18, 2021 to vote for their favorite Photograph in each matchup of each round of the Bracket Tournament. The Photograph with the most votes at the end of each round will advance to the next round, unless the final round of two Photographs when the Bracket Participant's Photograph with the most votes will be the winner (subject to verification of eligibility). Station will limit the number of votes for each listener per day, and automated or otherwise invalid votes will not be counted. Station reserves the right to disqualify any votes and select a winner of any round of this Contest, in its discretion, if Station believes that votes were not valid or properly submitted.

Rounds will take place as follows:

- Round 1 (round of 64) starts at 5 March 18, 2021 at 5:00am MT and ends on March 21, 2021 at 7:59pm MT.
- Round 2 (round of 32) starts on March 22, 2021 at 5:00am MT and ends on March 24, 2021 at 7:59pm MT.

- Round 3 (round of 16) starts on March 25, 2021 at 5:00am MT and ends on March 28 2021 at 8:00pm MT.
- Round 4 (round of 8) starts on March 29, 2021 at 5:00am MT and ends on April 1, 2021 at 8:00pm MT.
- Round 5 (round of 4) starts on April 2, 2021 at 5:00am MT and ends on April 4, 2021 at 8:00pm MT.
- Final Round (round of 2) starts on April 5, 2021 at 5:00am MT and ends on April 5, 2021 at 8:00pm MT.

Station will announce the winning Photograph on air, on or around April 7, 2020 at 7:25am MT.

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 and forfeiture of the prize.

5. **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. Each 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) 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.

6. **Prizes.** One (1) prize will be awarded in this Contest, to the winning Bracket Participant. The winner will receive:

A TWO HUNDRED FIFTY DOLLAR (\$250) GIFT CARD TO A PET SUPPLY RETAIL STORE.

TOTAL ARV OF CONTEST PRIZE IS: TWO HUNDRED FIFTY DOLLARS (\$250)

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the prize depend on a number of factors including the number of eligible entries received during the Entry Period and the number of voters participating in the voting portion of the Contest.

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. The prize is non-transferable and no substitution will be made except as provided herein in the Station's sole discretion.

7. **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 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.
8. **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.
9. **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.
10. **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.
11. **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 which may occur in the administration of the Contest or the processing of entries; or (e) 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. 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.
12. **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.

13. **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.
14. **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, 434 Bearcat Drive Salt Lake City Utah 84115