

## WQUT's 'PICK YOUR PRIZE 2025' Contest Official Rules

A complete copy of these rules can be obtained by contacting radio station WQUT-FM ("Station"), **162 Free Hill Rd., Gray, TN 37615**, during available business hours Monday through Friday, on the Station website [www.wqut.com](http://www.wqut.com), or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the WQUT's "**PICK YOUR PRIZE 2025**" 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 eighteen (18) years at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last thirty (30) 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 thirty (30) days or a prize valued at \$500 or more in the one hundred eighty (180) 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.

- **Contest Period.** The Contest entry period will begin at **10:00AM ET on April 7, 2025 and will run through 6:59PM ET ON May 24th, 2025** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.
- **How to Enter/Win.**

(i) **On-Air:** Listen to the Station weekdays from 10:00 a.m. ET to 2:59 p.m. ET or 3:00 p.m. to 6:59 p.m. ET during the Contest Period ("On-Air Entry Period"). When the Station airs the "cue-to-call", listeners should call the Station at 423.477.1015. Caller ten (10) to the Station, as determined by the Station in its sole discretion, will win a Prize (as defined below) and be qualified to win the Grand Prize (as defined below) (each a "On-Air Qualifier"). **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 and/or winning this Contest on-air may be diminished.

(ii) **On-Site:** Visit the following locations on the designated date and time listed below (each an "On-Site Entry Event") and complete an entry form.

- April 10<sup>th</sup> 11am to 1pm at Ashley Furniture- 130 Terrace Lane, Morristown, Tn
- April 18<sup>th</sup> 11am to 1pm at Kubota of Kingsport- 921 E Stone Drive, Kingsport, Tn
- May 2<sup>nd</sup> 10am to 12n at Kingsport Heating and air- 1905 Brookside Lane, Kingsport, Tn
- May 3<sup>rd</sup> 4pm to 6pm at Ashley Furniture in Johnson City- 155 Marketplace Drive, Johnson City, Tn
- May 8<sup>th</sup> 11am to 1pm at Kia of Johnson City- 3608 Bristol Hwy, Johnson City, Tn
- May 9<sup>th</sup> 11am to 1pm at Greeneville Oil/Quick-Stop Market- 5230 E Andrew Johnson Hwy, Afton, Tn
- May 15<sup>th</sup> 11am to 1pm at Ashley Furniture in Kingsport, Tn- 2716 E Stone Drive, Kingsport, Tn
- All Entrants must present a valid ID to Station to enter.

All entries must be received by the conclusion of each On-Site Entry Event to be eligible to win. **Limit one (1) entry per On-Site Entry Event.** After each On-Site Entry Event, Station will select five (5) entries to be entered for the Grand Prize from all the entries received at that On-Site Entry Event (each an “On-Site Qualifier”) except the On-Site Entry Event on May 24<sup>th</sup>, 2025 at which the Station will select one (1) On-Site Qualifier. **On-Site Qualifiers do not receive a Prize.** The On-Air Qualifiers and the On-Site Qualifiers are collectively, the “Qualifiers.”

There will be no more than 86 Qualifiers for Pick your Prize 2025.

- **Winner Selection.** On May 24<sup>th</sup> 2025, from 10:00 a.m. ET to 12:00 p.m. ET, **Station will host the Grand Prize Event at Holiday Inn in Johnson City, TN. [101 W. Springbrook Drive, Johnson City, TN 37604](#) All Qualifiers must be present at the Grand Prize Event to be eligible to win the Grand Prize.** All Qualifiers must check in with Station **between 10:00 a.m. and 11:50 a.m. ET with a valid ID.** Any Qualifier not checked in by **11:30a.m.ET** will be **disqualified.** On or about 12:00PM ET on May 24<sup>th</sup>, 2025 Station will select one (1) entry for the Grand Prize from all present and checked in Qualifiers at the Grand Prize Event..

Qualifiers will be notified at the time of qualification or contacted using the email address and/or telephone number provided with the entry and will qualify and may be awarded the prize, if applicable (subject to verification of eligibility and compliance with the terms of these rules). The Grand Prize winner will be notified at the time of winning the Grand Prize. 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.

- **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.

- **Prizes.** Up to 50 Prizes will be awarded in this Contest (to On-Air Qualifiers only). Each Prize is one (1) gas card for Quick Stop/Marathon Markets in the Tri-Cities area. The approximate retail value (“ARV”) of the Prize is **Twenty Five Dollars (\$25)**.

**Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The Grand Prize Winner will have the choice of one (1) of the following:

- Up to Ten Thousand Dollars (\$10,000) of Heating and air equipment including labor from Kingsport Heating and air.
- \$10,000 towards a new car at Kia of Johnson City, TN.
- Furniture valued at up to Ten Thousand Dollars (\$10,000) from Ashley Homestore in Johnson City, TN
- One (1) Ten Thousand Dollar (\$10,000) gift certificate for lawnmower and equipment from Kubota of Kingsport in Kingsport, TN.

**ARV OF GRAND PRIZE: Ten Thousand Dollars (\$10,000.00)**

**TOTAL ARV OF ALL CONTEST PRIZES IS: ELEVEN THOUSAND TWO HUNDRED FIFTY Dollars (\$11,250.00).**

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a 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.

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.

- **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 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.

- **Publicity.** Participation in the Contest constitutes entrant's consent to use by the Station and its agents 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.
- **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.
- **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.
- **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Station, Sponsor, 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.
- **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.

- **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.
- **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, WQUT-FM, P.O. Box 8668, Gray TN 37615.**

**PRIZE PROVIDERS: Marathon Quick Stop Markets, 860 W Andrew Johnson Hwy, Greeneville, TN 37745; Ashley Furniture Stores of the Tri-Cities, Kubota Of Kingsport, 921 E Stone Dr, Kingsport, TN 37660 Kia of Johnson City, Tn 3608 Bristol hwy.**