

## **Million Dollar Mystery Voice Official Contest Rules**

A complete copy of these rules can be obtained at the offices of radio station WIVK (“Station”), owned and operated by Cumulus Media Inc. or one of its subsidiary companies, 4711 Old Kingston Pike Knoxville, TN 37919, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the Million Dollar Mystery Voice Contest (“Contest”) substantially as described in these rules, and by participating, each participant agrees to the following:

1. No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.
2. Only legal U.S. residents age 18 or older with a valid Social Security number at the time of entry are eligible to participate in Station contests. Employees, agents, representatives, or affiliates of the Station, Cumulus Media Inc., its subsidiaries and affiliates, participating sponsors, other radio stations, television stations and print advertising companies serving the metro area, and their immediate family members and household members are not eligible to participate. The term “immediate family members” includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others.
3. An individual may win an on-going contest only once per thirty (30) day period unless otherwise specifically stated. An individual may win other seasonal or one-time contests only once for the duration of the contest. The Station reserves the right to limit the number of times an individual may enter a contest or drawing.
4. The contest will begin on May 21<sup>st</sup>, 2015 and will run through July 1<sup>st</sup>, 2015 (the “Qualifying Period”).
5. There are 2 ways to enter this Contest:

(i) Listen to the Station weekdays from 6:00 a.m. till 7:00 p.m. during the Qualifying Period. The Station will announce the “cue to call,” listeners should call the Station at 865-656-9485. Caller number 7 to the Station, as determined by the Station in its sole discretion, will be asked to correctly identify the secret “Million Dollar Mystery Voice” (“Voice”). If the contestant is able to correctly identify the Voice actor/celebrity/individual (not the character) the contestant will win a \$100 Ingles Card, and will become a “Million Dollar Mystery Voice” Grand Prize Qualifier (“Grand Prize Qualifier”). If the contestant gives the character name but does not provide the name of the actor/celebrity/individual the contestant will be asked to correctly answer the question. If the contestant is unable to identify the actor/celebrity/individual voice the answer will be considered incorrect. To receive the qualifying prize, the Grand Prize Qualifier must be present at the Grand Prize Drawing on July 7<sup>th</sup>. ***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 winning this Contest may be diminished.

(ii) Attend a “Million Dollar Mystery Voice” remote broadcast conducted by the Station and complete an entry form. One entry per person, per household. All entries must be received by the deadline stated at the remote broadcast. One entry will be drawn to win a \$100 Ingles Card and become a Grand Prize Qualifier (“Grand Prize Qualifier”).

6. On July 7<sup>th</sup> (*Date and Time Subject to Change*) (time TBD), all eligible Grand Prize Qualifiers must be present at the Grand Prize Contest Location (*Location TBD*) and check in to collect their \$100 Ingles Card qualifying prize. To participate in the Million Dollar Mystery

Voice Grand Prize Giveaway, Grand Prize Qualifiers must stay through the duration of the contest.

(i) Any selected Grand Prize Qualifier who does not meet the eligibility requirements, does not wish to participate in the grand prize contest, or who is unable or unwilling to attend the grand prize event will be disqualified. Alternate finalists may then be randomly selected from among all remaining entrants to replace any disqualified finalist, at Station's sole discretion, time permitting. Decisions of judges in the selection of contestants, and all matters related to this contest are final.

(ii) Selected Grand Prize Qualifier(s) must be present at the date, time and location as specified by Station to participate in the Grand Prize Contest *scheduled for July 7<sup>th</sup> (Location TBD)*. Any Grand Prize Qualifier who fails to appear by the required deadline will be disqualified, and will not receive any alternate contest attempts, prize substitution or compensation. Station reserves the right in its sole discretion to change the date, time or location of the grand prize contest. Pre-selected Grand Prize Qualifiers will be notified of any changes at the time of their selection and/or notification. **In the event a Grand Prize Qualifier fails to appear at the designated date, time and location for the grand prize contest, Station reserves the right, in its sole discretion to randomly select replacement Grand Prize Qualifiers from anyone in attendance from the crowd on the day of the contest.**

(iii) Grand Prize Qualifier selection and participation is non-transferable. **No other individual may participate on behalf of a selected Grand Prize Qualifier. Difficulties with getting to location to enter or participate in the contest are not the responsibility of Station.**

(iv) **Grand Prize Contest:** In order for a grand prize to be awarded to an eligible Grand Prize Qualifier, the Grand Prize Qualifier must print and sign their full name and social security number on the provided official contestant registration form prior to their dice roll attempt. Each Grand Prize Qualifier will receive a maximum of one (1) dice roll attempt. Each eligible Grand Prize Qualifier must roll all (6) dice provided by Station during each roll attempt, and have each die come to rest with the predetermined winning side face up during a single roll in order to be eligible to claim the grand prize per the requirements below. The winning symbols for this contest are: **WIVK Logos**

(v) **Eligible dice roll attempt requirements**

- All dice roll attempts must occur in the presence of the contest administrator(s), and must be recorded on video tape in its entirety. Any dice roll attempt not in the presence of the contest administrator, or that is not video taped for any reason will be disqualified and is not eligible for the grand prize;
- Grand Prize Qualifiers will not be permitted to take any practice or warm-up tosses prior to their attempt. Once a die has been rolled, their attempt is considered to be started.
- **Each eligible Grand Prize Qualifier must roll all 6 dice all at one time.** Grand Prize Qualifier may not attempt to change the outcome of any rolled die, by hitting the die with a subsequent roll attempt;
- All (6) dice must be rolled on each individual contest attempt. The winning outcome must occur during a single roll attempt – i.e. Grand Prize Qualifiers may not combine logos during multiple roll attempts. Each roll is its own unique contest attempt, and the (6) winning logos must all land face-up on a single roll.
- Each die must be tossed in a completely random manner that does not allow the Grand Prize Qualifier to “set” or “slide” the dice, alter or influence the random outcome of the roll;

- Each die must be rolled a minimum of two (2) feet in distance from the Grand Prize Qualifier, in order to prevent the Grand Prize Qualifier from altering, affecting, influencing, or enhancing the random outcome of any roll. The contest administrator will designate the demarcation line that each die must cross during the roll attempt;
- All dice must come to rest lying flat;
- All dice must land on and remain on the designated dice rolling surface;
- No rolled die may come in contact with any person or object other than the designated rolling surfaces or walls.
- If any die comes in contact with another person or object (other than the dice roll surface or designated walls or backstop) for any reason; or if any person or object in any way interferes, alters, changes, influences or affects the random outcome of the roll, then the entire attempt is disqualified and the Grand Prize Qualifier may not receive another attempt.

(vi) **The following will result in the contestant being required to re-roll their entire dice roll attempt:**

If any of the following outcomes occur, that dice roll attempt is disqualified and the Grand Prize Qualifier will be granted a maximum of one re-roll attempt (the contestant must re-roll all 6 dice):

- If the contest administrator deems that any die has failed to cross the dice roll demarcation line;
- If any die is leaning in any manner;
- If any die leaves the designated dice roll playing surface;
- If any Grand Prize Qualifier inadvertently drops a die as they are preparing to roll, and the dropped die does not meet the eligible dice roll requirements as stated in the contest rules.

(vii) In all circumstances, an eligible Grand Prize Qualifier may have a maximum of one re-roll for any faulted attempt. In the event of a second ineligible dice roll, that entire dice roll attempt will be disqualified and the Grand Prize Qualifier will not be eligible for any prize claim regardless of the outcome of that roll. If the prize winning requirements are not successfully completed by an eligible finalist, then the grand prize will not be awarded.

(viii) **Prize Awards & Delivery:** In the event of a successful dice roll attempt, the eligible Grand Prize Qualifier will be eligible to claim the grand prize subject to approval and verification of compliance with these Official Rules. Grand Prize is **\$1,000,000 paid as a 40-year annuity.**

(ix) **A maximum (1) grand prize will be awarded. In the event of more than (1) eligible grand prize winning attempt during the contest, the cash value of the grand prize will be evenly distributed among all eligible winning Grand Prize Qualifiers. In the event that the grand prize winning contest requirements are not successfully completed by an eligible finalist, then the grand prize will not be awarded.**

7. **Bonus Prize:** In addition to the possibility of awarding the Grand Prize all rolls are eligible to win the Sponsored Bonus Prizes. The Station shall award the eligible Grand Prize Qualifier who has successfully rolled **the most winning logos of a particular category** during their contest attempt the bonus prize, subject to verification and compliance with these Official Rules. The Bonus Prize awards are as follows:

- Brother's Bedding: Tempur-Coutour Rhapsody Luxe Queen mattress set with two pillows and mattress cover, valued at over \$5,000.
- Campbell's Pool & Spa: 13' by 17' rectangular Super Splash backyard swimming pool, complete with pump, filter, and cleaning equipment valued at \$7,400.
- Ingles: \$5,200 in Ingles gift cards.

- Kimball’s Jewelers: Albion ring and enhancer featuring a guava agate gemstone surrounded by diamonds, adorning an 18kt sterling silver metro link necklace valued at over \$5,200.
- Mayo Garden Center: \$5,000 shopping spree from Mayo Garden Center’s extensive selection of patio and lawn furniture.
- WIVK: \$5,000 cash.

Total Value of Bonus Prizes:

(i) **A maximum (6) bonus prizes will be awarded. In the event of any tie among eligible Grand Prize Qualifiers at the conclusion of the dice roll contest** (*i.e. each Grand Prize Qualifier has rolled the same number of winning logos of a particular category*), then Station shall conduct a Roll-Off among the tied Grand Prize Qualifiers. Each tied Grand Prize Qualifier shall receive one (1) additional roll of the dice. The Grand Prize Qualifier who rolls the most winning logos of their particular category during the ‘Roll Off’ will be declared the bonus prize winner. In the event of a remaining tie after the first Roll-Off attempt, the process will continue until there is only one Grand Prize Qualifier remaining for each category who will be declared that category’s bonus prize winner. **NOTE: The grand prize will NOT be awarded for any Grand Prize Qualifier who rolls all 6-dice face-up during a bonus prize Roll-Off contest attempt.**

8. Winner(s) must accept delivery of prize from Station, or as otherwise instructed by Station. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at Station’s sole discretion or as provided herein. Station reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

9. Winner(s) will be required to complete and return a W-9 form, affidavit of eligibility, and liability/publicity release, and present a valid driver’s license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all taxes on prize(s). Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, Grand Prize Qualifier will not receive any other prize substitution or compensation. Total maximum value of all prize awards: **\$1,000,000 40-year annuity, \$32,800 in Bonus Prizes, minimum of \$7,000 in Qualifying Prizes.**

10. **Additional Rules & Restrictions:** By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Station for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Station and its agencies to use winners’ names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

11. Station and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold Station, and released parties (collectively “Releasees”), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant’s participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

12. Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

13. **IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) 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. 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 this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

14. **Odds:** The odds of being selected as a finalist depend upon the number of eligible entries received. The odds of winning the grand prize by successfully rolling the dice are: **1:46,656**.

15. **Winners List:** For a copy of these official rules or a list of prize winner(s), if any, send a self addressed, stamped envelope to: **WIVK-FM Dice Roll Contest, C/O Cumulus Media, 4711 Old Kingston Pike, Knoxville, TN 37919**. Please specify which you are requesting. Requests must be received by **7/15/2015**.

16. **Station/Administrator:** This Promotion is administered by **Cumulus Media, 4711 Old Kingston Pike, Knoxville, TN 37919**.

17. One (1) possible grand prize will be awarded. The grand prize package consists of the following: **\$1,000,000 paid as a 40-year annuity**. All expenses and fees associated with the grand prize not expressly included in the foregoing prize description are the sole responsibility of the winner. Total grand prize package is valued at \$1,000,000.

18. Odds of winning depend on a number of factors including the number of eligible entries received and listeners participating at any given time.

19. 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.

20. All prizes are awarded "as is." Prizes are nontransferable and cannot be exchanged. No substitute prize will be awarded to a winner who declines to accept a prize. The Station reserves the right to require Grand Prize Qualifiers to be present at drawings in order to win their prize. The Station shall not be responsible for the failure of participating Stations to deliver the prizes or any part thereof as described herein.

21. All prizes must be claimed in person at the Station at the address identified above during regular business hours and within ten (10) business days of winning, excluding holidays, unless otherwise agreed to by the Station at its sole discretion. After such time, ownership of said prize reverts back to the Station to be disposed of at its discretion. The winner then loses all claims and rights to said prize. Proper identification must be presented by any winner to claim prize. As a condition to receiving any prize, each potential winner must complete and sign a Winner's

Affidavit and Release, releasing the Station from all liability in connection with winner's participation in the contest and acceptance, use, or non-use of the contest prize.

22. All entrants and winners agree that the Station 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 acceptance, use, or non-use of any prize received in connection with this contest.

23. 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 the Station to be used, disposed of or destroyed in its sole discretion. The Station is not responsible for any incorrect or inaccurate information entered by website users, and assume 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 Station's website.

24. All entrants and winners agree to give the Station and 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 Station deems necessary without compensation, unless prohibited by law. All winners release, discharge, and agree to hold the Station harmless from any and all claims they may have against the Station 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 Station owns 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 Station.

25. By participating in the Contest, each participant agrees to receive email communications from the Station regarding Station events and contests. Any participant that opts-out of these mailings will also remove themselves from the contest. By participating in the Contest, where allowed by law, participants agree that the Station may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

26. By participating in the Contest, participants agree to be bound by the decisions of Station personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Station, the Station reserves the right to terminate this Contest, or make such other decisions regarding the administration or outcome as the Station deems appropriate. All decisions will be made by the Station are final. The Station may waive any of these rules in its sole discretion. ANY ATTEMPT BY A GRAND PRIZE QUALIFIER OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, STATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

27. By participating in this contest, each participant agrees to waive any and all claims for damages for death, personal injury, loss of property or property damage that he or she may sustain as a result of his or her participation in the contest and/or the use of any prize, and any damages or losses arising from the implementation or carrying out of the contest or any participant's failure to win the contest or receive the prize, and to release the Station, Cumulus Media Inc. and its subsidiaries, affiliates, directors, officers, employees, agents, and all contest sponsors from any and all liability arising out of or connected in any way with his or her participation in the contest, even though that liability may arise out of an intentional act, omission, negligence or carelessness on the part of the persons or entities mentioned above.

28. Participating Sponsors:

**Brother's Bedding**

**Campbell's Pool & Spa**

**Ingles**

**Kimball's Jewelers** 6464 Kingston Pike Knoxville, TN 37919

**Mayo Garden Center**

**WIVK**