

**KPLX & KSCS “SMITHWORKS VODKA LAKE TEXOMA WEEKEND TRIP” CONTEST
OFFICIAL RULES**

A complete copy of these rules (“Official Rules”) can be obtained at the offices of radio Stations KPLX-FM & KSCS-FM (“Stations”), owned and operated by Radio Metroplex LLC and WBAP-KSCS Assets LLC, 3090 Nowitzki Way, Suite 400, Dallas, TX 75219, during available business hours Monday through Friday, on the Stations websites (www.995thewolf.com or www.newcountry963.com), or by sending a self-addressed, stamped envelope to the above address.

The Stations will conduct the **KPLX & KSCS “Smithworks Vodka Lake Texoma Weekend Trip”** 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 residents of the contiguous 48 United States, excluding Florida and New York residents, age twenty-one (21) or older at the time of entry with a valid Social Security number and who reside in the Stations’ Designated Market Area (“DMA”) as defined by Nielsen Audio, who have not won a prize from the Stations in the last 30 days or a prize valued at \$500 or more in the last 30 days, and whose immediate family members or household members have not won a prize from the Stations in the last 30 days or a prize valued at \$500 or more in the last 30 days. **Void where prohibited by law.** Employees of Radio Metroplex LLC, WBAP-KSCS Assets LLC, Stations, and each of their parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio Stations serving the Stations’ 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, children and stepchildren, grandparents, grandchildren, and each of their respective spouses. 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 Stations’ 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. Owners of a retail license in Texas or with an interest in a retail license in Texas and the officers, directors, agents, employees and members of their immediate families (spouses, parents, children, siblings and their spouses) of each of the foregoing are not eligible to win a prize.

2. **Contest Period.** The Contest will begin at about **12:00am CST on Wednesday, April 7, 2021** and will run each day through **11:59pm CST on Saturday, May 15, 2021** (the “Contest Period”). The Stations’ computer is the official time keeping device for this Contest.

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

Send a text message with the keyword “SMITHWORKS” to 20248 to enter via KPLX-FM or send a text message with the keyword “SMITHWORKS” to 68255 to enter via KSCS-FM during the Contest Period. All entries must be received by 11:59pm CT on May 15, 2021 to be eligible for the prize drawing. **Standard text messaging rates, as established by an individual’s wireless carrier, may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. Limit one (1) entry per person per phone number.** Participants may enter one (1) time per Station. Up to two (2) entries will be valid per participant (one by sending a text message with the keyword “SMITHWORKS” to 20248 and one by sending a text message with the keyword “SMITHWORKS” to 68255). Multiple participants are not permitted to share the same

telephone number. Any attempt by any participant to submit more than one (1) entry by using multiple/different telephone phone numbers, identities, or any other methods will void that participant from further participation in the Sweepstakes.

4. **Winner Selection.** On or about 10:00am CST on Monday, May 17, 2021, the Stations will select one (1) entry to receive the Prize in a random drawing from among all valid entries received by 11:59pm CST May 15, 2021. Only those entries received by the deadline will be eligible to participate in the drawing for a Prize. The winning entrants will be contacted via text message using the 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). Stations' 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 STATIONS 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 Stations, 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, Stations may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.
6. **Prize.** One (1) prize (the "Prize") will be awarded in this Contest. The Prize is a trip for the winner and up to three (3) guests to Lake Texoma to include a one (1) two (2) bedroom cabin May 29-31, 2021; a \$1,000 Visa Gift Card for activities and excursions at Lake Texoma; a \$500 gift card to be used towards car rental and gas; and \$1,600 in gift cards to be used towards food for the weekend. Winner will also be provided a Smithworks Gift Basket to include: one (1) mini wheelbarrow, four (4) Smithworks Hats, four (4) Smithworks Flasks, and twelve (12) red solo cups. **Approximate retail value of the Prize is Five Thousand Dollars (\$5,000.00).** 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 Contest Period and listeners participating at any given time.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station 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.

Trip must be taken May 29-31, 2021. Travel dates are non-negotiable. Winner and guest must travel on the same itinerary. Winner's guests must be twenty-one (21) years of age or older. Prize Trip is non-transferable and no substitution will be made except as provided herein at the Stations' or Sponsors' sole discretion

If winner is unable to use the Prize due to closures related to disease, epidemic, pandemic, quarantine, any acts of government, and/or any reason that is beyond the control of Stations or Radio Metroplex LLC or WBAP-KSCS Assets, LLC (“Sponsor”), then no substitution shall be provided by Station or Sponsor. Station and Sponsor make no representation or warranty about the safety of redeeming the Prize in light of COVID-19. Any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor or Station cannot guarantee that any person will not be exposed during a visit. By accepting the Prize, winner acknowledges the risk of large group gatherings and assume all risks of accepting the Prize, redeeming the Grand Prize, and any other the risks associated with redeeming and using the Prize.

7. **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 Stations, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Stations, Radio Metroplex, LLC, WBAP-KSCS Assets, LLC, Cumulus Media New Holdings, Inc., and each of their respective 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 participant’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.** Except where prohibited, participation in the Contest constitutes winner’s consent to use by the Stations and its agent of winner’s name, likeness, photograph, voice, opinions 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.** Stations 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 Stations’s reasonable control, including, without limitation, factors that impair the integrity or proper functioning of the Contest, as determined by Stations in its sole discretion. Stations 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, Stations reserves the right to seek damages from any such person to the fullest extent permitted by law. Stations’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 Stations, 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, Stations 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 Stations'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 Stations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Stations is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Stations is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Stations is located.
13. **Entrant's Personal Information.** Information collected from entrants is subject to Stations' Privacy Policy, which is available on the Stations' 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 Stations to be used, disposed of or destroyed in its sole discretion. Stations 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 Stations' websites.
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 Stations identified below.

CONTEST SPONSORS:

Radio Metroplex, LLC, 3090 Nowitzki Way, Suite 400, Dallas, TX 75219.

WBAP-KSCS Assets, LLC, 3090 Nowitzki Way, Suite 400, Dallas, TX 75219.

PRIZE PROVIDERS:

Wheelhouse Marketing & PR, LLC, 685 John B Sias Memorial Pkwy, Fort Worth, TX 76134.