

**WODE’S “THE HAWK ULTIMATE BINGO BASH”
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station WODE (the “Station”), 2158 Avenue C, Suite 100, Bethlehem PA 18017, during available business hours Monday through Friday, Station website www.999thehawk.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct **WODE’s “The Hawk Ultimate Bingo Bash”** 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) years 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 any Station in the last 7 days or a prize valued at \$500 or more in the last 7 days, and whose immediate family members or household members have not won a prize from any Station in the last 7 days or a prize valued at \$500 or more in the last 7 days. **Void where prohibited by law.** Employees of Station, Cumulus Radio LLC, each of their respective 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, 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 or around **6:00 p.m., ET on Thursday, August 5, 2021** and will run through **2:59 p.m., ET on Sunday, October 3, 2021** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.

DISCLAIMER: Due to the ongoing COVID-19 pandemic, there is a possibility of businesses or events closing, cancelling, or postponing at any time. No prize will be substituted should anything be cancelled, postponed, or closed. Station and any sponsors make no representation or warranty about the safety of any events. By attending any of the events, each participant acknowledges and assumes all risks of attending any of the events, and any other the risks associated with any of the events.

3. How to Enter. There are several ways you can enter this Contest:

(i) **Musikfest:** Listeners may enter the Contest by playing bingo at the Hawk Tent during Musikfest located on at 101 Founder’s Way on the south side of Bethlehem between August 5, 2021 through August 15, 2021 during designated times of 6:00 p.m. and 7:00 p.m. Up to twenty (20) people may receive a bingo card to play straight bingo. The first person to call straight bingo during the 6:00pm and 7:00 p.m. games will be designated winners who will win two (2) bingo seats at the grand finale Ultimate Bingo Bash on Sunday, October 3, 2021 at SteelStacks. Each winner will be notified directly that they are qualified to play bingo at the finale. There will be 66 seats awarded to the Ultimate Bingo Bash using this entry method; and/or

(ii) **QR Code | Online:** Scan the QR Code and completely fill out entry for a chance to win two (2) seats at Ultimate Bingo Bash. Listeners will be able to scan the QR code at three separate locations during the

Contest Period: (a) Musikfest during regular festival hours from August 5, 2021 through August 15th, 2021; (b) Lehigh Valley Honda on Lehigh Street in Allentown in their showroom during regular business hours from August 5, through October 1, 2021, and (c) Wheels of Time Car Show at Macungie Memorial Park in Macungie, PA on August 28, 2021 during regular festival hours. All fully completed entries must be received by 11:59 pm ET on September 30, 2021 to be eligible to win. 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 Contest. Entries will be shared with Lehigh Valley Honda. There will be 234 seats awarded to the Ultimate Bingo Bash using this entry method; and/or

(iii) **Text:** Beginning August 30, 2021 and continuing through September 24, 2021, listen to 99.9 The Hawk (WODE) weekdays at 8:00amEST, 10:00amEST, 2:00pmEST and 5:00pmEST for the “Hawk Ultimate Bingo Bash” keyword to be announced. The first nine (9) listeners to text the correct keyword to the WODE shortcode 6-7-6-6-4 will automatically win one (1) seat at the Ultimate Bingo Bash on Sunday October 3, 2021. Winners will be instructed to contact the Station to claim their seat. There will be 36 seats given away each weekday. 720 seats total will be awarded to the Ultimate Bingo Bash using this entry method. **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 entry per person**Contest.

4. **HOW TO PLAY:** The Ultimate Bingo BASH Finale will be held on Sunday October 3, 2021 from 9:00amEST to 2:00pmEST at SteelStacks located at 101 Founder’s Way, Bethlehem, PA. There will be up to 1000 participants to play bingo at Oktoberfest. Bingo participants must check in with proper ID on Sunday by 8:45amEST to receive their bingo pack. Each packet will contain ten (10) bingo cards that are color-coded and marked with serial numbers of the bingo card to ensure integrity of the game. Ten (10) bingo games will be played on Sunday, October 3, 2021 for a variety of prizes. The 10th game will cover the entire card for the grand prize. Each sponsored game will be designated a certain winning bingo combination and will be announced prior to each game. Each player may only play one (1) set of cards. The color of bingo card will be announced prior to each game. Once the caller closes the game, any missed bingos become invalid. If bingo is called and the bingo color card is incorrect, there is no bingo and play will continue until bingo is called. Do not clear your bingo card once bingo is called until bingo has been verified. Contestant who calls bingo and is confirmed as a winner in each game will win the prize designated for that round unless there is a tie. In the event of a tie, the serial number in the free space area will determine the winner based on the designated high or low game unless it is the final cover-all game. All odd games are high. All even number games are low. The individual who wins the Playoff will win that game’s prize. NO EXCEPTIONS!

The final and tenth game will determine the vehicle winner. The final bingo game will be a blackout game where all the numbers on the bingo card must be covered. In the event of a tie for the final cover-all game, all contestants who bingo will participate in a straight bingo playoff game. If the playoff game for the grand prize results in a tie, high number will win the grand 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. 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) 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.** There will be nine (9) prizes (each, a “Prize”) awarded in this Contest. There will be one (1) designated Sponsor Prize per bingo game as set forth below. **APPROXIMATE RETAIL VALUE (“ARV”) OF EACH PRIZE IS FIVE HUNDRED DOLLARS (\$500).**

Bingo Game 1: The one (1) prize for bingo game 1 will be one (1) \$500 American Express.

Bingo Game 2: The one (1) prize for bingo game 2 will be one (1) \$500 American Express.

Bingo Game 3: The one (1) prize for bingo game 3 will be one (1) Dorney Park Haunt Prize Pack that includes four (4) admission tickets, four (4) meal tickets and four (4) fast pass wristbands and merchandise.

Bingo Game 4: The one (1) prize for bingo game 4 will be one (1) State Theatre Prize Pack that includes two (2) tickets to four (4) Hawk Sponsored Shows and a State Theatre gift card.

Bingo Game 5: The one (1) prize for bingo game 5 will be one (1) \$500 American Express.

Bingo Game 6: The one (1) prize for bingo game 6 will be one (1) \$500 American Express.

Bingo Game 7: The one (1) prize for bingo game 7 will be one men’s watch or women’s watch from Westgate Jewelers.

Bingo Game 8: The one (1) prize for bingo game 8 will be one (1) \$500 American Express.

Bingo Game 9: The one (1) prize for bingo game 9 will be one (1) \$500 American Express.

The Grand Prize. One (1) grand prize (the “Grand Prize”) will be awarded in this Contest. The Grand Prize is a 24-month lease on the all-new Honda 2021 Honda Civic from Lehigh Valley Honda, specifications set forth below. **ARV OF GRAND PRIZE IS EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500). ARV IN AGGREGATE DURING THIS CONTEST PERIOD IS UP TO THIRTEEN THOUSAND DOLLARS (\$13,000.00).**

All factory rebates and incentives will be assigned to Lehigh Valley Honda.

This is a 24-month one pay lease with all-wheel drive, air conditioning, power windows, power locks, automatic transmission, cruise control, back up camera and 10,000 mile limit per year. Approximate value of the one pay lease is \$8,500. If winner exceeds mileage limit, winner will be responsible for the difference and charges. At the end of the 24- month period, vehicle must be returned to Dealership. Winner must provide valid proof of insurance with an individual policy for vehicle and must be paid in full for 24 months term of lease before vehicle is released. Winner must be approved by Honda Financial Services and have a Trans Union FICO score of 720 or better. Winner must abide by

the financial institution terms and conditions governing the lease. Grand prize winner must provide Lehigh Valley Honda with valid driver's license, acceptable auto insurance, valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Failure to provide such information and/or any other reasonably required documentation, including, without limitation, a release and affidavit of eligibility in a timely manner, may result in not receiving prizes or the forfeiture thereof.

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize depends on several 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.

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 Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Cumulus Radio 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 Station 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.** 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 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.
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 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, 2158 Avenue C, Suite 100, Bethlehem, PA 18017.

PRIZE PROVIDERS: Lehigh Valley Honda, 675 State Ave, Emmaus, PA 18049
State Theatre, 453 Northampton St, Easton, PA 18042
Westgate Jewelers, 2367 Schoenersville Rd # M, Bethlehem, PA 18017
Service Electric, 1045 Hamilton St, Allentown, PA 18101

