

**NEW COUNTRY 96.3, 99.5 THE WOLF’S AND HOT 93.3’S “FRIDAY NIGHT LIGHTS 2023” CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station KSCS-FM, KPLX-FM and/or KLIF-FM (“Station”), 3090 Nowitzki Way, Suite 400, Dallas, TX 75219, during available business hours Monday through Friday, on the Station website www.NewCountry963.com, www.995TheWolf.com, www.Hot933Hits.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **NEW COUNTRY 96.3, 99.5 THE WOLF’S AND HOT 93.3’S “FRIDAY NIGHT LIGHTS 2023”** Contest (the “Contest”) substantially as described in these rules, and by participating, each entrant agrees as follows:

1. **Participating Schools.** This Contest is open only to the thirty-two (32) high schools listed below (each, a “School”), located in the Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio. Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes each School’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.

SCHOOLS:

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|--------------------------------|---------------------------------|
| 1. Cedar Hill High School | 17. Arlington High School |
| 2. Billy Ryan High School | 18. Lamar High School |
| 3. Grapevine High School | 19. Seguin High School |
| 4. Irving High School | 20. West Mesquite High School |
| 5. MacArthur High School | 21. S Grand Prairie High School |
| 6. Keller Central High School | 22. Northwest High School |
| 7. Timber Creek High School | 23. Sachse High School |
| 8. Keller High School | 24. Wylie East High School |
| 9. Fossil Ridge High School | 25. Marcus High School |
| 10. Mesquite High School | 26. Garland High School |
| 11. North Mesquite High School | 27. Summit High School |
| 12. Richardson High School | 28. L.D. Bell High School |
| 13. Sunnyvale High School | 29. Plano East High School |
| 14. North Dallas High School | 30. Rockwall High School |
| 15. Polytechnic High School | 31. Mansfield High School |
| 16. North Side High School | 32. Nimitz High School |

2. **Contest Period.** The Contest entry period will begin at about **10:00am CT on Monday, August 28, 2023** and will continue through **about 10:00am CT on Monday, November 13, 2023** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.
3. **How to Enter.** Each School will be randomly placed into a bracket-style tournament for up to five (5) rounds (each a “Round) of head-to-head competition with another School to earn the most votes (each a “Vote,” as described in more detail below) during each Round of the Contest. In case of a tie in any match-up, in any Round, Station will select the winning School in a random drawing to advance to the next Round between the Schools that are tied.

This Contest is comprised of five (5) Rounds, as follows:

- a. **Round 1:** 10:00am CT on Monday, August 28, 2023, through 9:59am CT on Monday, September 18, 2023. This Round will include sixteen (16) matchups of all thirty-two (32) Schools.
- b. **Round 2:** 12:00pm CT on Monday, September 18, 2023, through 9:59am CT on Monday, October 9, 2023. This Round will include eight (8) matchups of the sixteen (16) Schools that advanced from Round 1.
- c. **Round 3:** 12:00pm CT on October 9, 2023, through 9:59am CT on Monday, October 16, 2023. This Round will include four (4) matchups of the eight (8) Schools that advanced from Round 2.
- d. **Round 4:** 12:00pm CT on Monday, October 16, 2023, through 9:59am CT on Monday, October 30, 2023. This Round will include the two (2) matchups of four (4) Schools that advanced from Round 3.
- e. **Round 5:** 12:00pm CT on Monday, October 30, 2023, through 9:59am CT on Monday, November 13, 2023. This Round will include the one (1) match-up of the two (2) Schools that advanced from Round 4.

Each individual who elects to cast one or more votes in this Contest must:

- Visit the Station's website, www.newcountry963.com, www.995thewolf.com, and / or www.hot933hits.com, during the Contest Period.
- Click on the "Contest" link.
- Click on the "Friday Night Lights" link.
- For the first four (4) Rounds, follow the instructions to submit a vote for one participating School in one or more of each Round's match-ups.
- For the Final Round, Round 5, cast a vote for one of the two (2) Schools that advanced from Round 4 to the Final Round.

Use of any automated system to cast any vote is prohibited and will result in disqualification of such votes. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected votes, all of which will be disqualified. Votes generated by a script, macro or other mechanical, automated means will be disqualified. Over-votes or votes that do not comply with these Official Rules will not be recorded. Station operates and certifies the voting system and reserves the right to disallow votes and/or disqualify votes for any reason, including, without limitation, if Station suspects that fraudulent votes have been cast or if Station determines, in its sole discretion, that there has been any attempt to manipulate or unfairly influence the result of the vote or otherwise violate the Official Rules. Only votes in compliance with these Official Rules will be valid. Station has final decision on all Contest and all voting matters.

4. **Winner Determination.** The School with the most votes in the Final Round will be the Contest winner ("Winning School") and will receive the prize described below ("Prize"). In case of a tie, Station will select the Winning School in a random drawing from between/among the tied Schools in the Final Round.
5. **Prize.** One (1) prize will be awarded in this Contest ("Grand Prize"). The winning School will receive a two-thousand-five-hundred-dollar donation to the School's Department of Athletics.

The approximate retail value (“ARV”) of the prize is Two Thousand Five Hundred Dollars (\$2,500.00).

The Winning School may not substitute, transfer, or receive a cash equivalent for any element of the Grand Prize. Station may, in its sole discretion, substitute prizes of comparable value or cash. If any element of the Grand Prize is canceled, postponed, or otherwise unavailable for any reason, an alternate prize will not be awarded, and Station will have no obligation to the Winning School.

6. **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, 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 an 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.
7. **Publicity.** Participation in the Contest constitutes each School’s consent to the Station’s (and its designees’) use the School’s (and its students’, staffs’, and supporters’) names, trademarks, likenesses, photographs, voices, biographical information, and/or opinions for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
8. **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 Winning School. If applicable, 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.
9. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest and/or the Grand Prize, or any element of the Contest or the Grand Prize, 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 School 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.
10. **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 voting 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.

11. **Disputes.** Each School and each individual who casts a Vote agrees that: (i) 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; (ii) 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; (iii) 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 (iv) under no circumstances will a School or any individual casting a Vote 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.** 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.
12. **Privacy.** Information collected from Schools and from individuals casting a Vote 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 participation and casting of Votes 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 SPONSOR:

Susquehanna Radio LLC, 3090 Nowitzki Way, Suite 400, Dallas, TX 75219

Radio Metroplex, LLC, KPLX-FM, 3090 Nowitzki Way, Suite 400, Dallas, TX 75219

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

PRIZE SPONSOR:

Tarrant County College, 1500 Houston St, Fort Worth, TX 76102

Kroger, 751 Freepport Pkwy, Coppell, TX 75019

Screams Halloween Theme Park, 2511 FM 66, Waxahachie, TX 75167