

# WKKO-FM/WXKR-FM/WRQN-FM/WQOO-FM'S

## "CAKE DIVE" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio station **WKKO-FM, WXKR-FM, WRQN-FM, WQOO-FM** (individually, "Station" and collectively "Stations"), 3225 Arlington, Ave, Toledo, Ohio, 43614, during available business hours Monday through Friday, on the Stations' websites [www.K100country.com](http://www.K100country.com), [www.wxkr.com](http://www.wxkr.com), [www.935wrqn.com](http://www.935wrqn.com), [www.q1055.com](http://www.q1055.com) or by sending a self-addressed, stamped envelope to the above address.

The Stations will conduct the **WKKO-FM, WXKR-FM, WRQN-FM, WQOO-FM's "Cake Dive" 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 Stations' Designated Market Area ("DMA") as defined by Nielsen Audio, age eighteen (18) years or older at the time of entry with a valid Social Security number, who have not won a prize from any Station in the last **30 days** or a prize valued at \$500 or more in the last **60 days**, and whose immediate family members or household members have not won a prize from any Station in the last **30 days** or a prize valued at \$500 or more in the last **60 days. Void where prohibited by law.** Employees of Stations, Cumulus Broadcasting LLC, and each of their parent companies, 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 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.

2. **Contest Period.** The Contest entry period will begin at **12:01 A.M. ET on April 25, 2022** and will run **weekdays from 7:00 A.M. until 6:00 P.M, ET, through April 29th, 2022** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.**

### **On-Air:**

There is one (1) way to enter: Listen to any Station during the Contest Period at or about:

WKKO, WRQN, and WXKR: 7:30 A.M. ET

WQOO: 5:30 P.M. ET

When the Station plays the cue to call sounder, listeners must call the Station at:

WKKO: 419-240-1000

WRQN: 419-240-1935

WXKR: 419-240-9945 or

WQOO: 419-240-1055

Caller ten (10) to the WKKO, WQQO, AND WXKR, Caller nine (9) to WRQN as determined by the Station in its sole discretion, will be eligible to win a qualifying prize and be the qualifier for a chance to win a grand prize after providing the Station the winning listener's name and phone number, subject to verification and compliance with these Contest Rules. All entries may be played on the air. 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 this Contest on-air may be diminished. Station's decisions as to the administration and operation of the Contest and the selection of the potential winners are final and binding in all matters related to the Contest. Failure to verify winner's eligibility may result in disqualification and forfeiture of the prize. Unclaimed prizes may not be awarded.

4. **Grand Prize Winner Selection.** All qualifiers will need to bring a current, valid government issued photo ID to check in at The Toledo Farmers Market, 525 Market Street, Toledo, Ohio 43604 starting at 9:00 A.M. ET but no later than 10:00 A.M. ET on Saturday, May 7th, 2022. The contesting for the grand prize will start at 10:15 A.M., ET.

All present qualifiers will be given a cake, then the qualifiers will "dive" into their cake. If they find a fake diamond in their cake, they are the grand prize winner. UNDER NO CIRCUMSTANCES WILL A QUALIFIER BE ABLE TO HAVE A SUBSTITUTION OR A PROXY BEFORE OR DURING THE GIVEAWAY PROCESS. QUALIFIERS MUST CHECK-IN AND REMAIN PRESENT THROUGHOUT THE DURATION OF THE GRAND PRIZE EVENT. FAILURE TO CHECK-IN BY 10:00 P.M. AND/OR FAILURE TO PRESENT A CURRENT, VALID GOVERNMENT ISSUED PHOTO ID, WILL LEAD TO IMMEDIATE DISQUALIFICATION AND AT THAT TIME THE QUALIFIER WILL NO LONGER BE ELIGIBLE TO WIN 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 or failure to claim the prize within three (3) days of verification as a winner 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 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.

6. **Prizes. Twenty (20) Qualifying Prizes will be awarded in this Contest.** Each Qualifier will receive the following:

One (1) Fifty (\$50) dollar gift card from Alan Miller Jewelers.

**The approximate retail value (“ARV”) of each qualifying prize is Fifty Dollars (\$50)**

**One (1) Grand Prize will be awarded in this contest.** The Grand Prize Winner will receive the following:

(a) One (1) one-hundred-dollar (\$100) dollar gift card from Old Bag of Nails.

(b) One (1) 1 carat total weight, diamond pendant. ARV – two thousand dollars (\$2000)

**ARV of the Grand Prize is Two thousand one hundred dollars (\$2100).**

**TOTAL ARV OF GRAND CONTEST PRIZES AND QUALIFYING PRIZES IS: Three thousand one hundred dollars (\$3,100)**

7. **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 Stations and Sponsor(s), which are binding and final in all matters relating to this Contest; (b) release and hold harmless Stations, Sponsor(s), 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.
8. **Publicity.** Participation in the Contest constitutes entrant’s consent to use by the Station and its agent 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.
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, Sponsor(s), 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 any 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.
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 Cumulus Broadcasting LLC as identified below.

**CONTEST SPONSOR:** Cumulus Broadcasting LLC, 3225 Arlington Avenue, Toledo, OH 43614.

**PRIZE SPONSOR:** Alan Miller Jewelers 3239 Navarre Ave, Oregon, OH 43616, Old Bag of Nails Pub 615 Riverside Drive, Toledo, OH, 43605.