

WFMS Can't Beat Deb Bracket Challenge
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, PARTICIPATE OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN THE DESIGNATED PARTICIPATING CUMULUS MEDIA NEW HOLDINGS INC. ("Cumulus Media") MARKETS AS IDENTIFIED BELOW, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: WFMS Can't Beat Deb Bracket Challenge (the "Contest").

Contest Dates: Contest registration is scheduled to begin at 12:00:00am ET on **March 11, 2023** and end at 12:00:00pm (noon) ET on **March 16, 2023** prior to the start of the first game in the first round of the designated tournament (the "Registration Period"). The Contest is scheduled to occur between March 16, 2023 – April 3, 2023 during the designated 2023 Men's College Basketball Tournament. Contest is subject to all applicable federal, state and local laws and regulations and is void outside of **IN** and wherever prohibited or restricted by law.

- **Designated Tournament:** 2023 Men's College Basketball Tournament being played between March 16, 2023 – April 3, 2023, with the Semi-Final and Championship games to be held in Houston, TX.
- **NOTE:** The 'play-in' games on March 14, 2023 and March 15, 2023 are 'byes' and not part of the prediction contest. In the event the tournament is cancelled, postponed, rescheduled, or any portion of the scheduled games are cancelled, postponed, or rescheduled, due to pandemic, Force Majeure, act of terrorism, war or any other reason, Sponsor reserves the right to either cancel the Bracket Challenge contest, or to adjust the Contest dates, in its sole discretion.
- **In the event any scheduled game during the tournament is cancelled, forfeit, postponed, delayed or not played as scheduled for any reason, including due to pandemic, Force Majeure, act of terrorism, war or any other reason, resulting in fewer than (63) games being played during the tournament, then there shall still be an opportunity for entrant to claim the prize (correctly predict more games in the tournament than Deb).**

Who May Enter: Contest is open only to legal U.S. residents of **IN**, who reside within the Designated Market Area (as defined by Nielsen Audio) of a participating Cumulus Media radio station, and who are age 21 or older, as of date of entry, with a valid U.S. driver's license or government issued ID, except the following persons who are not eligible to enter, participate or win:

Employees, officers, and directors of **Cumulus Media New Holdings Inc.**, participating **Cumulus Media radio stations** (collectively "Stations", or **local participating Sponsors** (collectively "Sponsor(s)"), each of their respective franchisees, parents, affiliated companies subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

- (a) Individuals who do not have access to an internet connection in order to visit a participating radio station website or complete the Contest registration requirements; or a valid email address to register.

How to Enter – Online Registration: Visit any participating Cumulus Media radio station website during the "Registration Period" and connect to the Can't Beat Deb Bracket Challenge Contest website registration page, a picks.cbssports.com page. Fully complete the online registration with all required information, including your name, state and zip code, valid email address, and birth date. Each registrant will designate their own 'Screen Name', and must enter their username (email address) and password. The designated 'Screen Name' will be displayed on the 'Standings Page' during the Contest. Each registrant's username (email address) and password will allow participants to return to the Contest site to Log-in and view their prediction, points and standings.

After having read and agreed to these Official Rules, click 'Join Now' on the Can't Beat Deb Bracket.

All entries must be fully complete for all required registration information. Any entry submitted with an invalid email address will be disqualified. **Maximum of one (1) entry per person or per valid email address.** Any contestant submitting more than one entry, or using multiple names, identities, logins, email addresses or any other methods to enter more than once, will void all entries by that contestant. Multiple contestants are not permitted to share the same email address. Cumulus Media New Holdings Inc. is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Cumulus Media New Holdings Inc. and will not be returned. Cumulus Media New Holdings Inc. reserves the right to contact entrants and all other individuals

whose email address is submitted as part of this promotion. No mail-in entries will be accepted.

Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry and if a contestant opts-in, contestant agrees that sponsors and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the Contest. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions. Contestant may also opt-out of the contest at any time by clicking 'Leave A Pool' and selecting Can't Beat Deb's Bracket in which brackets in pools left will be permanently deleted.

Bracket Prediction Deadline – Bracket Predictions must be completed and saved by 12:00:00pm (noon) ET on March 16, 2023: Each contestant must complete, submit and **save** their fully completed bracket prediction for the 2023 Men's College Basketball Tournament, per the requirements outlined below. Bracket predictions must be completed, submitted and saved between:

- **March 12, 2023 – Following participating team selection announcements for the designated 2023 Men's College Basketball Tournament.**
 - NOTE: Participating teams and game match-ups will not be available until March 12, 2023. *(Bracket predictions may be submitted prior to team announcements on March 12, 2023 by selecting seeding, random selection or top seeds without knowing the associated teams.)*
- **March 16, 2023 – Prior to 12:00:00pm (noon) ET, prior to the start of the tournament, when registration and bracket prediction submissions will be closed.**

NOTE – Play-in game byes: As stated above, the play-in games on March 14, 2023 and March 15, 2023 are byes, and not part of the bracket prediction challenge.

Bracket Prediction – Team Announcements: Once the designated 2023 Men's College Basketball Tournament team selections have been announced on March 12, 2023 – all pre-registered or newly registering participants must fully complete the provided Bracket Prediction form for all (63) scheduled games. Any contestant who does not fully complete, save and submit a bracket prediction for all (63) games in the tournament for any reason by the required deadline at 12:00:00pm ET on March 16, 2023, shall be disqualified from the Contest, and not eligible to participate or win the prize.

IMPORTANT – Save Picks: After completing or editing your Bracket Prediction, participants are required to click the '**Save Picks**' button on the Contest website to submit and save their bracket predictions selections, cumulative score prediction or to make any updates to their bracket predictions prior to the registration deadline. Any changes or completed bracket predictions made without clicking the '**Save Picks**' will not be saved or submitted, and will not be eligible or recognized for this Contest.

All bracket prediction entries must be **received by 12:00:00pm ET on March 16, 2023** to be eligible to participate in the Contest or claim any grand prize or bonus prize award level (see below). Any registered participant or contestant who fails to fully or correctly complete the required Bracket Prediction for all (63) games in the designated tournament (and then "Save" their picks) will be disqualified from the Contest and will be ineligible to claim any prize.

Any bracket prediction or edits to Bracket Predictions not received by the Contest Administrator by the required deadline **for any reason** including, but not limited to transmission error, human error, internet problems, programming or technical errors, equipment or website malfunction, user error, data corruption, internet traffic or errors caused by viruses or hackers will be disqualified. Sponsor is not responsible for any delays or difficulty in receipt an eligible contestant's Bracket Prediction, or for any loss or corruption of data that prevents a contestant from participating for any reason.

Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on their own behalf. Any entry submitted on behalf of another individual or using another person's name, email or registration will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to enter the Contest will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized account holder" will be the natural person assigned the email address on the account by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

Prize Award Requirements (for the prize to be awarded):

1. **DEB WINS:** if no eligible contestant correctly predicts more winners than Deb out of all 63 games as required by these Official Rules, then ALL ELIGIBLE CONTESTANTS shall be entered into a random draw for the prize. Once the prize is awarded to a randomly selected contestant the contest is over.

– OR –
2. **DEB LOSES:** if Deb’s bracket “busts” at any point because her last remaining predicted winner or “pick” is incorrect AND one or more eligible contestants has predicted more winners correctly than Deb, then only those remaining contestants shall be entered into a random draw for the prize. Once the prize is awarded to a randomly selected contestant the contest is over.

– OR –
3. **DEB TIES:** if after all 63 games Deb is tied with one or more eligible contestants with the same number of predicted winners or “picks”, then only those remaining contestants that have tied with Deb shall be entered into a random draw for the prize. Once the prize is awarded to a randomly selected contestant the contest is over.

Prize Award: The following prize award will be available to eligible contestants participating in the Contest:

The prize is: **\$500.00 the form of a check.**

A maximum of one (1) prize will be awarded, regardless of the number of contestants who have submitted a bracket.

Verification of Potential Winner. THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY CUMULUS MEDIA NEW HOLDINGS INC. WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. A 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 the winner determination. All of the following will apply for prize winner: (1) an affidavit of eligibility, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid driver’s license as a condition of participating or receiving any prize; and 3) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded. 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, winner will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

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 Sponsor and 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 the winner will be required to forfeit the prize or to reimburse Sponsor 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 Sponsor and its designees to use entrants’ names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

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 Cumulus Media New Holdings Inc., which are binding and final in all matters relating to this Contest; (b) release and hold harmless Cumulus Media Inc., Cumulus Media New Holdings Inc., and its 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 all Released Parties harmless from and against any and all claims, losses, actions, liabilities (including reasonable outside attorneys' fees) 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 or activity related thereto), and to assume all liability thereof.

Released Parties shall not be liable to winner 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 Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest or any part of it, if fraud, misconduct or technical failures or any other factor beyond Cumulus Media New Holdings Inc.'s reasonable control impairs, destroy or threaten the integrity or proper functioning of this Contest portion of the Promotion, as determined in the sole opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine the finalists in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination. Cumulus Media New Holdings Inc. 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, Cumulus Media New Holdings Inc. reserves the right to seek damages from any such person to the fullest extent permitted by law. Cumulus Media New Holdings Inc.'s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right to cancel, modify or terminate the Contest for any reason including in the event the Tournament is postponed, rescheduled, cancelled or fewer than sixty three (63) games will be played for any reason including due to pandemic, Force Majeure, acts of God, terrorist acts, war, or if any fraud, misconduct, technical failures, programming error or other issue destroys or threatens the integrity of the Contest, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, the grand prize and bonus prize shall not be awarded for any reason.

If due to circumstances beyond the control of the Sponsor, the Tournament or any game or event associated with this Contest is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the Contest and shall not be required to award any prize(s).

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 located in the Station's listening area; (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, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; 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. 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 this Promotion, 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 or provisions (whether of the state in which the Station is located or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the state in which the Station is located

Official Rules & Winners List: For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 12/31/2023 to: Cumulus Media Indianapolis 6810 N Shadeland Ave. Indianapolis, IN 46220. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

Sponsor: This Contest is sponsored by Cumulus Media New Holdings Inc., WFMS-FM, and Ortho Indy.

Administrator: This Contest is administered by Cumulus Media Indianapolis and WFMS-FM. 6810 N Shadeland Ave. Indianapolis, IN 46220