

**94.9 KCMO's "MILLION DOLLAR MATCH" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station KCMO-FM ("Station"), owned and operated by CMP KC LLC. or one of its subsidiary companies, 5800 Foxridge Drive, Suite 600, Mission, KS 66202, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **94.9 KCMO'S "MILLION DOLLAR MATCH"** 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 have a valid Kansas or Missouri Driver's License and who reside in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, who have not won a prize from the Station in the last **90 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 Station 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 Cumulus Media, its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's 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. A PERSON, IMMEDIATE FAMILY MEMBER, OR HOUSEHOLD MAY ONLY WIN ONE (1) QUALIFYING PRIZE AND QUALIFY ONLY ONE (1) TIME FOR THE GRAND PRIZE DURING THIS CONTEST PERIOD.

2. **Contest Period.** The Contest will begin at **7:01am CT on September 12, 2019** and will run through **6:59pm CT on October 26, 2019** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

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

- (i) **On-Air:** : Listen to KCMO-FM during the Contest Period listed above for the KCMO's Million Dollar Match contest. At scheduled times throughout the Contest Period as solely determined and designated by Station (at approximately 7:00am CT, 9:00am CT, 1:00pm CT, 3:00pm CT, and/or 5:00pm CT,) the on-air announcer shall announce the cue-to-call, and instruct listeners to call the Station studio contest line at 816-576-7949. Caller number nine (#9) shall be randomly selected to participate in the High/Low game, for a chance to win a "Qualifier Prize" (see below), and qualify for a chance to participate in the Million Dollar Match grand prize contest (see below). The designated caller shall be at the announcer's discretion and may change from announcer to announcer. Determination of the correct caller shall be at the sole determination and discretion of Station. Administrator is not responsible for telephone service outages, delays, busy signals, equipment malfunctions or any other technological difficulties that may prevent an individual from completing his or her telephone call. **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.

4. **Qualifier Qualifying Winner Selections.** Each caller number nine (#9), as detailed above will have one (1) and only one (1) opportunity to participate in the High/Low game. There shall be a total of ten (10) separate High/Low Games (each a “Game”) played during the Contest Period with ten (10) preset amounts. For each game, the station shall have a predetermined secret amount of money (i.e. the amount of money in the station’s “piece of luggage”). The designated amount of money shall be to the exact penny, and shall fall between \$.01 to \$1,000.00, and may be any amount of money within the provided hint range. Each caller will be instructed to guess the secret amount of money as predetermined by the Station for that associated High/Low game. Callers get one (1) and only one (1) guess. If a caller guesses correctly, the caller wins the amount of money, and that particular Game is over. If the caller guesses incorrectly, the caller will not win anything, and the Station announcer will say on-air whether the guess is too high or too low. The Contest will continue at the next designated time until a caller correctly guesses the exact amount of money, including the dollars and cents. Each individual High/Low Game shall continue until an eligible contestant has correctly guessed the exact winning amount of money for that particular Game. The eligible contestant who correctly guesses the winning amount, shall win the “Qualifier Prize” (see below), and shall be qualified as a grand prize Qualifier eligible to participate in the Million Dollar Match grand prize contest.

Following a completed Game of High/Low, the Station shall start a new game with a new predetermined amount of money, until all ten (10) High/Low games have been completed. Station reserves the right to provide and promote additional hints at any time of its choosing during any individual High/Low game.

Listeners will be able to better guess the amount by listening to the previous guesses.

Grand Winner Selection and Grand Prize Event. It is possible that no (zero (0)) persons will win the Grand Prize. The Ten (10) Qualifiers shall be qualified as grand prize Qualifiers during the High/Low and eligible to participate in the KCMO Million Dollar Match grand prize contest. Each selected Qualifier must be present at the date, time and location as specified by Station to participate in the grand prize contest scheduled for 6:30p CT on 10/26/19 at Harrah’s Voodoo Lounge, Harrah’s, One Riverboat Drive, North Kansas City, MO 64116). Qualifiers must check in by the station designated deadline (between 6:30 and no later than 7:00p.m., CT, presenting a current valid government issued photo ID. Station shall be the clock keeper and sole determinate of the end of the registration deadline time period. Any Qualifier who fails to appear and check-in in person by the required deadline and/or who fails to present a current, valid government issued photo ID shall be disqualified, and will not receive any alternate contest attempts, prize substitution or compensation. **NO PROXIES WILL BE ALLOWED FOR ANY REASON.** Qualifier selection and participation is non-transferable. No other individual may participate on behalf of a selected Qualifier. Once checked-in Qualifier(s) must remain present throughout the duration of the Grand Prize Event. Difficulties with getting to location to enter or participate in the contest by the required registration deadline are not the responsibility of Administrator.

Any selected grand prize qualifier who does not meet the eligibility requirements, does not wish to participate in the grand prize contest, or who is unable or unwilling to attend the grand prize event will be disqualified. Decisions of judges in the selection of Qualifiers, and all matters related to this contest are final.

Grand Prize Contest (Million Dollar Match): Prior to the start of the Million Dollar Match grand prize contest, a predetermined grand prize winning 4-digit number will be randomly pre-selected by an independent promotions company (Million Dollar Media, LLC). The winning 4-digit number will then be placed into a sealed security envelope prior to the start of the Registration Period, and will be held during the Registration Period by representatives of the Station. During the grand prize event, each of the up to ten (10) eligible and checked-in qualifiers shall be required to present their valid Kansas or Missouri driver’s license, along with the last 4-digits of their valid driver’s license number. The last 4-digits of each Qualifier’s valid Driver’s License number shall be displayed at the event, and reported to a Million Dollar Media, LLC representative. The designated representative shall compare the last 4-digits of each Qualifier’s valid Kansas

or Missouri driver's license number to the actual grand prize winning 4-digit number contained within the sealed security envelope, to determine if any eligible Qualifier has an exact match in order.

In order to claim the grand prize in the Million Dollar Match contest, the last 4-digits of an eligible Qualifier's own valid Kansas or Missouri driver's license number must match **IN EXACT ORDER** with the predetermined grand prize winning 4-digit number selected for this contest and contained within the sealed security envelope.

The last 4-digits of the driver's license number must match in EXACT order with the predetermined winning number. For example, if the winning number was 1234, then a driver's license number ending with the last 4-digits of 4321 would NOT constitute a winning attempt.

Eligible contestants must be present in person at the event, and must use their own valid Kansas or Missouri driver's license number to participate in the contest. No one may participate in this Promotion on behalf of another individual or using another individual's driver's license.

Important: All contest attempts must be made using ONLY a valid Kansas or Missouri driver's license number that has been issued to an eligible Qualifier. Any expired, altered, forged, fraudulent or counterfeit driver's license will be ineligible for any prize claim. Any signs of alteration, tampering or forgery of the card will automatically void any prize claim. No other state driver's licenses will be considered or eligible to be considered in this contest.

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: High/Low Game Qualifier Prize** – Maximum of ten (10) Qualifier Prize Awards: Each contestant determined as a winner in the on-air High/Low game shall win the amount of money contained within the “luggage” for their attempt (i.e. the predetermined winning dollar amount for their High/Low game). The High/Low Game qualifier prize shall range between: **\$01 to \$1,000.00**, and may be any amount within the range for each High/Low game. The maximum amount of ALL High/Low game prize awards shall not exceed \$1,000 with the exact dollar amount given at the time the person wins. **ARV TBD but Between One Dollar (\$1.00) and One Thousand Dollars (\$1,000.00)**
Million Dollar Match Grand Prize – Maximum One (1) Grand Prize Award: In the event of a successful grand prize attempt in the Million Dollar Match contest, the corresponding contestant will be eligible to claim the Million Dollar Match grand prize subject to approval and verification of compliance with these official rules. The grand prize for the Million Dollar Match contest is: \$1,000,000 40-year annuity, awarded in the form of \$25,000 Cash per year for 40-years without interest. The initial prize

award of \$25,000 cash shall be awarded within approximately 30-days of receipt of all required prize acceptance paperwork, and each subsequent payment shall occur on or about the anniversary date of the first payment for 39-years. No current cash value of the annuity prize award will be available.

A maximum (1) Million Dollar Match grand prize will be available in the contest. In the event of multiple grand prize winning occurrences during the Million Dollar Match contest per the Official Rules, then the value of the grand prize shall be evenly distributed among eligible Qualifier who have successfully completed the grand prize requirements (i.e. if there are two Qualifiers who match the last 4-digits of their Driver's License number to the predetermined winning 4-digit number, then each Contestant shall be awarded a \$12,500 per year for 40-years). In the event there is no grand prize winning match in the Million Dollar Match contest by an eligible Qualifier, then the grand prize will NOT be awarded. **IT IS POSSIBLE THAT ZERO (0) GRAND PRIZES WILL BE AWARDED IN THIS CONTEST.**

Million Dollar Match Bonus Prize – Closest Match: In the event there is not a grand prize winning match in the Million Dollar Match contest, then the eligible contestant who is determined to have the last 4-digits of their valid Kansas or Missouri driver's license, closest to the predetermined grand prize winning 4-digit number will be declared the 'Million Dollar Match Bonus Prize Winner'. The Million Dollar Match Bonus Prize for the Closest Match is: **\$1,000 Visa or American Express Gift Card. ARV: One Thousand Dollars (\$1,000.00).**

The Bonus Prize winner will be determined by identifying the Qualifier who has the most winning digits in exactly the correct order, starting with the 1st winning digit. As soon as a Qualifier has a wrong number in their Driver's License in sequence starting with the first digit, their entry will be considered incorrect and disqualified – regardless if any additional numbers are in the correct position later in the last 4-digits of their Driver's License number. In the event of a tie between any eligible Entrants, the first tie breaker will be based upon which Entrant has a driver's license number closest to the next winning digit, regardless of whether their driver's license number is higher or lower than the actual winning digit. In the event of a remaining tie, then a random drawing will be held among tied Entrants to determine the Bonus Prize Winners.

For example, if the winning number is 1234 and Qualifiers have driver's license numbers of 1499 and 1534, then the Qualifier with the driver's license number ending in 1499 shall be determined as the winner, as the second digit in their driver's license is closer to the second digit in the winning number.

Million Dollar Match Random Drawing Prize – Maximum of (1) Qualifier Prize: Each of the Qualifiers who are present at the grand prize contest will be eligible for a chance to win the Million Dollar Match Random Drawing prize. At the conclusion of the grand prize contest, a random drawing will be held from among all Qualifiers who are still present to select one (1) Qualifier to be awarded the Million Dollar Match Random Drawing Prize. **The Million Dollar Match Random Drawing Prize is: \$5,000 Credit with Comfort Tours & Travel, ARV: Five Thousand Dollars (\$5,000.00),** valid for one-year from issue date and subject to terms and conditions of Comfort Tours & Travel credit policies.

All prize winner(s) will be required to complete and return a W-9 form (if prize value exceeds \$600.00), affidavit of eligibility, and liability/publicity release, and present a valid Kansas or Missouri driver's license along with a social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all income taxes on prize(s). 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, contestant will not receive any other prize substitution or compensation.

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.

Grand Prize Trip must be taken within one year of issue date. Travel dates are non-negotiable.
Should Winner be unable to travel for any reason, then the Winner immediately forfeits his/her prize.

Winner and guest must travel on the same itinerary. Winner's guest must be twenty-one (21) years of age or older. Grand Prize Trip is non-transferable and no substitution will be made except as provided herein at the Station's sole discretion.

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, CMP KC LLC, 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 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: (1) 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; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of

entries; or (5) any injury or damage to persons or property which 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: (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 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.

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 within the State of New Jersey; (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, but in no event attorneys' fees; 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: The odds of being selected as a High/Low game winner and Million Dollar Match Qualifier are dependent upon the number of attempts for that game, the hint range provided and the ability of each contestant to correctly guess the winning dollar amount, but are not more than 1:1,000. The odds of an eligible Million Dollar Match Qualifier winning the grand prize, once qualified, are **1:10,000**, based upon the odds of the last 4-digits of any contestant's valid Kansas or Missouri driver's license number matching the randomly predetermined 4-digit winning number in exact order. The odds of winning the Million Dollar Match Bonus Prize and the Million Dollar Match Random Drawing Prize are 1:10.

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 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 the Station identified below.

CONTEST SPONSOR: CMP KC LLC, 5800 Foxridge Drive, Suite 600, Mission, KS 66202..