

**WIOV-FM’s “SHOWDOWN IN THE PARK 2023” CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station WIOV-FM (“Station”), owned and operated by Cumulus Radio LLC or one of its affiliates, 2300 Vartan Way, Suite 130, Harrisburg, PA 17110, during available business hours Monday through Friday, the Station website [www.wiov.com](http://www.wiov.com), or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct **WIOV-FM’s “Showdown in the Park 2023”** 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 country music bands and artists (the “Band”), consisting of legal U.S. residents, age eighteen (18) years or older, or at least fifteen (15) years or older with parental consent at the time of entry with a valid Social Security number, who has not previously won a “Showdown in the Park” contest on the Station. Additionally, the Band must contain a minimum of one (1) performing member who resides in the Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio or one of the following Pennsylvania counties: Adams, Berks, Chester, Cumberland, Dauphin, Lancaster, Lebanon, Schuylkill, York. **Void where prohibited by law.** Employees of Station, Cumulus Radio LLC, and each of their parent companies, 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.

- 2. Contest Period.** The Contest entry period will begin at **12:00am ET on May 15, 2023** and will run through **11:59pm ET on June 4, 2023** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.
- 3. How to Enter.** Visit the Station’s website [www.wiov.com](http://www.wiov.com) during the Contest Period, click on the “Showdown in the Park” contest link, and send an email to [showdown@wiov.com](mailto:showdown@wiov.com) or [rich.creeger@cumulus.com](mailto:rich.creeger@cumulus.com) to enter. The email entry must contain: Full names and addresses of each performing member of the Band, name of the Band, a musical sample of at least three original or remake songs in the country music genre as an audio file in .mp3 format, and contact telephone number of the Band. If a .mp3 audio file is not available, a url link to a YouTube video of the Band’s performance will be considered. Multiple participants are not permitted to share the same email address.

All entries must be received by 11:59 pm ET on June 4, 2023 to be eligible for consideration as a participating act in the Showdown in the Park. **Limit one (1) entry per Band.** Any attempt by any participant to submit more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The “authorized account holder” is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of

being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact Entrants and all other individuals whose email address is submitted as part of this promotion.

4. **Finalists Selection.** On or about 8:00am ET on June 12, 2023, Station will select up to ten (10) entries to compete in the Showdown in the Park. The Station in its sole discretion, will determine the entries who will be deemed finalists. Entries will be judged by Station employees based on musicianship, sound quality, and overall performance. The selected Entrants will be contacted using the email address and/or telephone number provided with the entry and invited to perform at the live event (subject to verification of eligibility and compliance with the terms of these rules). 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 will result in disqualification. Finalists must be present and perform in-person during the Showdown in the Park event during their designated time-slot on June 23, 2023 to be considered for the prize.
5. **Live Event Winner Selection.** On or about **6:00 p.m. ET on June 23, 2023**, Station will give each finalist Band the opportunity to perform a fifteen-minute long set onstage at the New Holland Community Memorial Park, 400 East Jackson Street, New Holland, PA 17557. The order and time-slot for each Band performance will be determined at random by the Station. At the conclusion of all qualified performances during the live event, the Station will select one (1) entry for the Grand Prize as voted on by a panel of independent judges attending the event invited by the Station. Judges will rate the performances in the following categories: Musicianship, Stage Presence, Audience Response, Sound Quality, Band Attitude-Enthusiasm-Personality, and Overall Performance on a scale of 1 to 10 in each category. The finalist with the highest score, determined by totaling each judge's score in every category, will be declared the winner. In the result of a tie, the winner will be determined by the band with the highest total score in the Overall Performance category. Any Entrants, unable to perform or failure to have all members of the Band able to perform on the assigned date, time and event will be disqualified from further participation in this Contest. The winning Entrant will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). 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 will result in disqualification.

If the Showdown in the Park event is temporarily postponed or permanently cancelled due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Cumulus Radio LLC or the Station, then no substitution shall be provided by Cumulus Radio LLC or the Station. Neither Cumulus Radio LLC nor the Station make any representation or warranty about the safety of the Showdown in the Park event in light of COVID-19. By participating in the Contest, all participants acknowledge the risk of large group gatherings and assume all risks of accepting the Prize, performing in front of crowds at Station events and any other risks associated with the Showdown in the Park event, including any and all repercussions associated with attending the event.

6. **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.

7. **Grand Prize.** One (1) winner will be selected at the conclusion of the Showdown at the Park contest, unless otherwise determined at the discretion of station personnel. The winner will be given the opportunity to perform a 20 minute set to open the Station's "I105 Fallfest Concert" on Sunday, October 8, 2023 at Overlook Community Campus, 301 Golf Drive, Lancaster, PA 17601. Performance times and schedule to be determined by the Station. **APPROXIMATE RETAIL VALUE is Zero Dollars (\$0).** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize depend on a number of factors including the number of eligible entries received during the Contest Period and Bands 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.

If any prize or a portion of any prize is postponed, cancelled, or otherwise unavailable due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Station or any Sponsor, then no substitution shall be provided. Station and any Sponsors make no representation or warranty about the safety of any prize. By accepting and using a prize, each winner acknowledges and assumes all risks of accepting and using the prize, and any other risks associated with the prize.

8. **Entrant Representations.** By submitting Registration Materials and being allowed to participate in the Contest, Entrant represents, warrants and agrees that:

(i). All Registration Materials and Contest Submissions provided by Entrant as part of the Contest, including but not limited to photographs, songs, video, biographical materials, graphics, and/or artwork (collectively "Judged Materials") are the original work of Entrant, and Entrant owns and controls all right, title and interest, including copyright, in and to content, the lyrics, music, arrangement and composition of such songs and/or music videos.

(ii). All persons having any rights, title and/or interest whatsoever with respect to any of the Judged Materials, or any elements thereof, or any supplemental materials that are not judged, have authorized the submission, public performance, written license, and other use of such materials by Entrant in this Contest, and have waived any applicable moral rights in such materials in favor of Entrant. The Judged Materials and supplemental materials are referred to herein collectively as the "Creative Materials."

(iii). The use of Creative Materials as contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased. If an Entrant is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. Sponsor reserves the right at its sole and absolute discretion to request proof in writing of any necessary authorizations, assignments or waivers required herein.

(iv). Entrant names and Creative Materials cannot include brand names, trademarks or service marks, trade names, logos or the intellectual property of any third parties. Entrant names and Creative Materials must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification. Entrant names and Creative Materials must be in keeping with Station's positive image. Without limitation, Creative Materials that are deemed by Station, in its sole and absolute discretion, to be or to contain profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Station in a negative fashion, may be disqualified. **THIS REQUIREMENT IS STRICTLY ENFORCED. NO PROFANITY MAY APPEAR IN OR BE HEARD ON ANY CREATIVE MATERIALS.**

(v). Station reserves the right at any time, in its sole and absolute discretion, to disqualify any Entrant whom Station believes, in its sole and absolute discretion, is not in compliance with these Official Rules, or has made a false or misleading statement on the Registration Form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.

**9. Use/Ownership.** With respect to the use and ownership of all Judged Materials, each Entrant acknowledges and agrees as follows:

(i). The rights of each Entrant and Sponsor shall be established by the terms of these Official Rules and by the contents of any releases entered into as required by these Official Rules.

(ii). Except to the extent prohibited by law, by participating in the Contest, each Entrant agrees that Station and its designees may use, publish, videotape, broadcast, distribute and display all elements of Entrant's Judged Materials during the Contest and thereafter, as well as each Entrant's name, biographical information (including hometown and state), statements, voice, photographs and other likeness, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising, promoting and conducting this Contest, without notification and without compensation of any kind to any Solo Artist or Band member or any third party. Station reserves all rights in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop, distribute and otherwise use the Judged Materials and any other videos and recordings made of the Entrant's performances during the Contest in connection with advertising, promoting and conducting this Contest and the Station in any media now known or hereinafter created.

(iii). Station does not undertake to consider the Judged Materials in confidence and Station has not made any prior inducements, promises or representations to the Entrants regarding the Judged Materials other than as set forth in the Official Rules.

(iv). Participation by each Entrant in this Contest, and the accompanying submission of each Entrant's Judged Materials to Station, shall in no way limit or restrict Station's rights with respect to, or the use of, Judged Materials submitted by other Entrants, or otherwise developed, created or used by Station, both prior to and after the submission of each Entrant's Judged Materials herein, and Station shall have no obligation to any Entrant with respect to such other Judged Materials. Accordingly, each Entrant acknowledges that Sponsor's use of other material containing elements similar to or identical with those contained in Entrant's Judged Materials shall not entitle the competing Entrant to any compensation if Sponsor has an independent right to use such other materials.

**10. 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 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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

- 16. 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.
- 17. 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 SPONSORS:**

**Cumulus Radio LLC, 2300 Vartan Way, Suite 130, Harrisburg, PA 17110.**

**Ephrata National Bank, 31 East Main Street, Ephrata, PA 17522.**

**New Holland Auto Group, 508 West Main Street, New Holland, PA 17557.**

**Prize provider: Cumulus Radio LLC, 2300 Vartan Way, Suite 130, Harrisburg, PA 17110.**