

**98.5 WNCX – TRANS SIBERIAN ORCHESTRA DRESS REHEARSAL FLYAWAY
OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF
WINNING.***

1. HOW TO ENTER

- a. These rules govern the WNCX Trans Siberian Orchestra Dress Rehearsal Flyaway promotion (the "Promotion"), which is being conducted by WNCX (the "Station"). The Promotion begins on Monday, September 18, 2017 and ends on Friday, September 29, 2017 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter by phone beginning at 9:00am Eastern Time ("ET") on Monday, September 18, 2017 and ending at 9:00pm ET on Friday, September 29, 2017 (the "Entry Period") as follows:
 - i. To enter on-air, listen to the Station each weekday beginning on Monday, September 18, 2017 and ending on Friday, September 29, 2017 between the hours of 9:00am ET and 9:00pm ET for the cue to call. Upon hearing the cue to call, the ninth (9th) caller to get through to the Station contest line at (216) 578-1985 will win a Qualifying Prize and will be qualified for a chance to win the Grand Prize, upon confirmation of eligibility. At the time of entrant's call, entrant will be required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will be a Qualifying Prize winner. There is no limit to the number of times a listener may attempt to call in to qualify, but a listener may be a Qualifying Prize winner only once.
- c. There will be up to forty (40) Qualifying Prize winners (up to four (4) per weekday) and one (1) Grand Prize winner selected in the Promotion.
- d. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are legal U.S. residents 21 years of age or older and who reside in any of the following Cleveland, Ohio Metropolitan area counties: Erie, Huron, Richland, Ashland, Lorain, Medina, Wayne, Holmes, Tuscarawas, Carroll, Stark Summit, Portage, Geauga, Lake, Ashtabula, Trumbull, Mahoning and Columbiana. Void where prohibited or restricted by law. Employees, officers, directors and agents of Live Nation, Wild Child Touring Inc., the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Cleveland metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.
- b. Listeners are eligible to win a prize valued at \$600 or more in a Promotion conducted by any radio station in the CBS Radio Cleveland Cluster (WNCX, WDOK, WQAL, WKRK) only once every six (6) months. There is no limit to the number of times a listener may enter a Promotion; however a listener may only qualify once in any given Promotion.
- c. Each winner may be required to provide valid government-issued photo identification, their complete address, date of birth and phone number and sign and return all required releases in order to claim the prize(s).
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

- a. Up to forty (40) Qualifying Prizes will be awarded in this Promotion. Each Qualifying Prize consists of: two (2) tickets (valid for winner and one (1) guest) to see Trans Siberian Orchestra at Quicken Loans Arena, One Center Court, Cleveland, OH 44115 on Friday, December 29, 2017 at either 3:00pm ET or 8:00pm ET as selected by each winner. Approximate Retail Value ("ARV") of each Qualifying Prize is \$112.00.

The Qualifying Prize winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The Qualifying Prize(s) is awarded as is. Tickets valid only on the

date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the Qualifying Prize winner(s) will be to award the remaining available elements of the Qualifying Prize(s) and no substitution or compensation will be provided for the unawarded elements of the Qualifying Prize(s). The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the Qualifying Prize winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any Prize-related event.

- b. Up to one (1) Grand Prize will be awarded. The Grand Prize is a two (2) night trip for two (2) (valid for Grand Prize winner and one (1) guest) to the 2017 Trans Siberian Orchestra Dress Rehearsal in Omaha, Nebraska. Grand Prize trip includes: (i) roundtrip coach class air transportation for two (2) from a Cleveland, Ohio area airport to a Omaha, NE area airport departing November 10, 2017 and returning November 12, 2017; (ii) two (2) nights' accommodations at the Hilton Omaha, 1001 Cass Street, Omaha, NE 68102 (one (1) standard room/double occupancy) for winner and guest checking in on November 10, 2017 and checking out on November 12, 2017; (iii) admission for two (2) (valid for winner and one (1) guest) to the Trans Siberian Orchestra's Full Dress Rehearsal at the Mid America Center, 1 Arena Way, Council Bluffs, IA 51501. ARV of the Grand Prize is \$912.00.

Actual value may vary depending upon airfare in effect at time of travel. Any difference between stated value and actual value will not be awarded. Certain travel restrictions may apply. Travel arrangements must be made through the Station or its designee. Prize is subject to availability. If the winner cannot travel on date(s) specified by the Station the winner may be disqualified, and an alternate winner may be selected (time permitting) at the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport and/or to/from the hotel, are the responsibility of the winner. Travel must be round trip. Station will determine itinerary and airline, if applicable, in its sole discretion. The winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. Airline regulations apply. The winner may be required to present a valid credit card upon hotel check-in to cover any incidental expenses incurred during the winner's stay. The winner and guest(s) must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole

responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. No refund or compensation will be made in the event of the cancellation or delay of any flight. The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the winner and/or guest if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any Prize-related event.

- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates with a value less than one hundred dollars (\$100) or tickets with a total value less than two hundred fifty dollars (\$250) will be mailed to the winner(s). In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate. All prizes or prize certificates over one hundred dollars (\$100) and tickets with a total value over two hundred fifty dollars (\$250) must be claimed at the office of the Station at the address below during regular business hours. The Grand Prize winner will forfeit any prize or prize certificate not claimed within three (3) days of winning.
- d. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Up to forty (40) Qualifying Prize winners will be selected on-air in the manner described in Section 1 of these Official Rules. Qualifying Prize winners will be notified at the time of their call.
- c. Up to one (1) Grand Prize winner will be selected on Monday, October 2, 2017 at approximately 5:00pm ET in a Station-conducted random drawing from all eligible Qualifying Prize winners. The potential Grand Prize winner will be contacted via telephone call promptly following the random drawing.

- d. The odds of winning a Qualifying Prize depend on the number and order of calls received. The odds of a Qualifying Prize winner winning the Grand Prize are 1 in 40.
- e. Entrants must listen to the Station to win a Qualifying Prize, but need not be present. Qualifying Prize winners need not listen to the Station or be present to win the Grand Prize.
- f. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The Qualifying Prize winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or Qualifying Prize will be forfeited and an alternate Qualifying Prize winner will not be selected. The Grand Prize winner must execute and return any required affidavit of eligibility and/or liability/publicity release within (3) three days of winning or the Grand Prize will be forfeited and an alternate Grand Prize winner may be selected (time permitting) via random drawing from all remaining Qualifying Prize winners. If a potential winner cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.
- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited

to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by September 29, 2017 to "WNCX TSO Dress Rehearsal Flyaway Contest – Official Rules," Attn: Promotions, WNCX, 1041 Huron Rd., Cleveland, OH 44115. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by November 29, 2017 to the above address marked "WNCX TSO Dress Rehearsal Flyaway Contest – Winner List." The Official Rules and the Winner List (when

completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at <http://wncx.cbslocal.com/contest-rules/> .

6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at <http://policies.cbslocal.com/privacy/current.html> . In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator: WNCX, 1041 Huron Rd., Cleveland, OH 44115

Sponsor: Live Nation, 44 North Main Street, Chagrin Falls, OH 44022
Wild Child Touring Inc., 307 7th Avenue, Suite 1999 New York, NY 10001