

12 Days of Christmas National Contest Official Rules

These contest rules are specific to the above contest conducted by Audacy Operations, Inc. (the “**Contest Administrator**”) and its certain affiliated companies and radio stations listed on Attachment A to these rules (each, a “**Participating Station**” and collectively, the “**Participating Stations**”). A copy of these specific contest rules and the Participating Stations’ general contest rules are available on the contest rules page of each of the Participating Station’s websites listed on Attachment A to these rules. **As a preventative measure in light of the COVID-19 (Coronavirus) pandemic, copies of the specific contest rules and the Participating Stations’ general contest rules will not be available at the Participating Stations’ studios.**

Notwithstanding any provision of any Participating Station’s general contest rules to the contrary, these official contest rules shall govern this particular contest in the event of any conflict.

Listeners of any Participating Station, and visitors to any Participating Station website listed on Attachment A may enter and potentially win this contest.

Who Can Enter

1. No purchase or payment of any kind is necessary to enter or win the “12 Days of Christmas” contest (the “**Contest**”). A purchase or payment will not increase your chance of winning.
2. **THIS CONTEST IS SUBJECT TO AND GOVERNED BY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES, AND REGULATIONS. PARTICIPATION IN THIS CONTEST IS VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**
3. You must be twenty-one (21) years of age or older and a legal US resident of any one of the forty-eight (48) contiguous states or the District of Columbia as of the date of entry to enter and/or win this Contest.
4. The following individuals are **NOT** eligible to enter or win this Contest, even if such individuals meet the age and residency requirements set forth in Section 3 above:
 - a. Employee(s) (*i.e., full-time, part-time and/or temporary employees*), officers, directors, contractors, vendors, and/or suppliers of Audacy Operations, Inc., of any third party prize provider(s), of any advertiser(s) or participating sponsor(s), of any advertising, promotion, and/or prize fulfillment agencies or services, and/or of any of their respective parent entities, subsidiaries, or affiliated companies;
 - b. Immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and
 - c. Any other individual legally residing in the same household (*i.e., at the same address*), whether related or not, of such employees, including without limitation roommates, housemates, significant others, and partners.

How to Enter

5. For listeners of all Participating Stations (*as listed on Attachment A to these rules*) listen to one of the Participating Stations each day starting on December 4, 2023 through December 15, 2023, during the hours of 9:00am, 12:00pm, and 3:00pm (in your respective time zone) for the on-air announcement of that hour’s Keyword (each a “**Contest Play**”). Upon hearing the keyword, enter the keyword and fill out the “Enter to Win” form located on the Participating Station websites. You will have until 59 minutes after each hour (*i.e.* 9:59am, 12:59pm, and 3:59pm) to enter the correct keyword for that Contest Play.

ALL CONTEST ANNOUNCEMENT TIMES AND ALL CONTEST ENTRY PERIODS ARE LOCAL STATION TIME, REGARDLESS OF THE TIME ZONE IN WHICH THE STATION IS LOCATED, AS FOLLOWS:



Contest Entry Period	Contest Announcement Time (local Station time)	Contest Entry Period Closing Time (local station time)
1	9:00am	9:59:59am
2	12:00pm	12:59:59pm
3	3:00pm	3:59:59pm

- a. **WARNING! DUE TO DELAYS IN THE ONLINE STREAMING OF THE STATION'S BROADCAST SIGNAL, LISTENERS TO THE ONLINE STREAM MAY NOT BE ABLE PARTICIPATE IN, OR MAY BE DISADVANTAGED IF PARTICIPATING IN, ANY CONTEST THAT REQUIRES POTENTIAL ENTRANT(S) TO LISTEN TO STATION. CONTEST PARTICIPANTS SHOULD NOT RELY ON STREAMED BROADCASTS.**
 - b. **THERE WILL BE UP TO, BUT NOT MORE THAN, THREE (3) CONTEST ANNOUNCEMENTS AND CORRESPONDING CONTEST ENTRY PERIODS EACH CONTEST DAY, ALL LOCAL STATION TIMES.**
 - c. **LIMIT ONE (1) ENTRY PER EMAIL ADDRESS PER CONTEST PLAY, FOR A MAXIMUM OF THREE (3) CONTEST ENTRIES PER CONTEST DAY PER EMAIL ADDRESS. ONCE AN EMAIL HAS BEEN USED TO ENTER THE CONTEST, THAT EMAIL ADDRESS CANNOT BE USED AGAIN FOR ENTRY UNTIL THE FOLLOWING CONTEST PLAY. ENTRANTS CAN ONLY WIN ONE (1) TIME IN THIS CONTEST.**
 - d. Stations may, but are not obligated to, make a Contest Announcement more than once per hour; provided, however, the number of times in which any participating Station may make a Contest Announcement may vary by Station and/or by Contest Announcement.
 - e. As part of the entry process, entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (*i.e., email clubs, text clubs, and rewards programs*), the Contest Administrator, Participating Stations, Sponsors, or Prize Providers; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning
6. Each individual who meets all applicable eligibility requirements set forth herein and who successfully completes the process of entering this Contest by means of the method described above shall be deemed an **"Entrant"**. Limit one (1) entry per Entrant email address per Contest Play.
 7. Entrants in this Contest may not violate any federal, state or local laws and may not harm or endanger themselves or other persons or property. If the Contest Administrator deems that any Entrant may have created a public hazard, cheated, engaged in improper activity, caused interference with or destruction of property and/or utilized public safety resources, such Entrant may be disqualified in Contest Administrators' sole discretion.

How to Win

8. There will be up to, but not more than, ten (10) potential **"Winners"** selected in this Contest, subject to verification of eligibility and compliance with these Contest rules, as follows:
 - a. One (1) Winner will be selected on December 4, 2023 in a random drawing of all eligible online entries received on December 4, 2023.
 - b. One (1) Winner will be selected on December 5, 2023 in a random drawing of all eligible online entries received on December 5, 2023.
 - c. One (1) Winner will be selected on December 6, 2023 in a random drawing of all eligible online entries received on December 6, 2023.
 - d. One (1) Winner will be selected on December 7, 2023 in a random drawing of all eligible online entries received on December 7, 2023.
 - e. One (1) Winner will be selected on December 8, 2023 in a random drawing of all eligible online entries received on December 8, 2023.
 - f. One (1) Winner will be selected on December 11, 2023 in a random drawing of all eligible online entries received on December 11, 2023.
 - g. One (1) Winner will be selected on December 12, 2023 in a random drawing of all eligible online entries received on December 12, 2023.



- h. One (1) Winner will be selected on December 13, 2023 in a random drawing of all eligible online entries received on December 13, 2023.
 - i. One (1) Winner will be selected on December 14, 2023 in a random drawing of all eligible online entries received on December 14, 2023.
 - j. One (1) Winner will be selected on December 15, 2023 in a random drawing of all eligible online entries received on December 15, 2023.
 - k. Entries will only be eligible and included in the drawing taking place on the day that the eligible entry is received. Entries will NOT roll over into any subsequent drawings.
9. Each potential Winner will be notified of winning within twenty-four (24) hours of being selected via email at the email address such Entrant provided when completing their online entry to this Contest. Contest Administrator is only required to send one (1) email. Notification is deemed to have occurred immediately at the time the Contract Administrator communicates such notification. Contest Administrator reserves the right, but not the obligation, to attempt to contact the Winner more than once via email and/or via telephone, in its sole and absolute discretion, and will not be required to attempt to contact the Winner an equal number of times or in the same manner. If a potential Winner cannot be contacted, or if Contest Administrator does not receive a response from a potential Winner within seventy-two (72) hours of notification from Contest Administrator, then the prize will be forfeited by that Winner. If a potential Winner does not complete and submit all documents required by the Contest Administrator within seven (7) days of being notified of winning, then the Prize will be forfeited. In the event that the Prize is forfeited, the Contest Administrator has the right, but not the obligation, in its sole discretion, to select an alternate Winner in a random drawing of all remaining eligible entries.

Prize

10. The ten (10) verified Winners of this Contest will each receive one (1) Breathless Resort consisting of the following (the “Prize”):
- a. One (1) corporate check from JAWW Media made out to each Winner of a value of \$1,000 which may be used toward the purchase of round-trip airfare for two (2) people (\$500 per person). Winners will be responsible for booking and handling the airfare process. In any event the total cost of air travel is greater than \$1,000, neither the Participating Stations or the Sponsors will be responsible for any overages.
 - b. Three (3) consecutive nights double occupancy stay for two (2) adults (21 years of age or older) (awarded in the form of a prize certificate) to any one (1) of the three (3) Breathless Resorts listed below located in Jamaica as follows:
 - o Breathless Cabo San Lucas Resort (Cabo San Lucas, B.C.S., Mexico)
 - o Breathless Cancun Soul Resort & Spa (Cancún, Q.R., Mexico)
 - o Breathless Riviera Cancun Resort & Spa (Quintana Roo, Q.R., Mexico)
 - i. Accommodation is valid for the lead-in room category and may vary based upon resort selection. Accommodation is valid for one (1) room, double occupancy and include all meals and alcoholic and non-alcoholic beverages that are available as part of the standard all-inclusive package. Additional room charges, spa services, telephone calls, incidentals and all additional expenses are not included. Giveaway is only valid for Breathless Resorts & Spas based in Mexico. The giveaway is not applicable to any resorts outside of this country
 - ii. Any offerings outside of the standard all-inclusive package are excluded from the Prize. Airport transportation is not included.
 - iii. The accommodations portion of the Prize is subject to availability and selected blackout dates, must be redeemed for travel between December 31, 2023– December 31, 2024, and is not transferable or redeemable for cash. No extension will be given after the Prize has expired. If the accommodations portion of the Prize is not redeemed, the Prize will be forfeited.
 - iv. **Substitution of Resort:** AMResorts LP reserves the right to substitute the designated resort for another resort within Inclusive Collection in a similar category and to change dates without prior notice should circumstances so require. The terms and conditions agreed to shall apply with equal applicability to any resort which is the subject of substitution or deviation. Neither AMResorts LP nor the Breathless Resort & Spa chosen shall be held liable for any claim made whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.



- v. Any federal, state and/or local taxes applicable to the Prize will be the Winners' responsibility to pay. Each Winner will receive from the Participating Stations and/or its designee an IRS Form 1099 (or similar) in the amount of the Prize value.
 - vi. **Travel Safety Warning:** Due to the fact that travel and tourism are constantly in a state of flux, the prize winner shall consult the U.S. State Department's website at travel.state.gov and enter the name of the country(ies) that they plan to visit for the latest information concerning traveler safety, security, and health advisories. All guests are responsible for checking the travel and entry protocols for the destination that they are travelling to before they depart and ensuring that they fully understand and comply with any such protocols. Please visit the travel.gov website before travel and check the official Government website for the country you are visiting. No party shall not be responsible for any additional costs incurred for any required test or any other pre-travel requirements.
 - vii. **Disclaimer + Guest Policy:** Please note that policies and practices are subject to change and may vary based on alignment with relevant in-country government or health authority requirements. All guests travel and stay at the resort at their own risk. Guests are required to follow Check-In protocol and requirements, if they do not do so, they will not be allowed to Check-In and will be escorted from the resort. All expenses associated with transport to off-site medical facilities, treatment and testing at those facilities are borne by the guest. Compliance with Government Entities: AMResorts LP, its affiliates, and parent as well as Breathless Resorts & Spas and/or resort related entities shall have the right to comply with any and all orders, recommendations, or directions whatsoever given by any government entity or by persons purporting to act with such authority, and such compliance shall not be deemed a breach of the Agreement or any agreement entitling the guests to assert any claim for liability, compensation or refund.
- c. The total value of each Prize is \$4,250.00 and is courtesy of AMResorts LP.

11. Each Winner's guest must be twenty-one (21) years of age or older.

12. The Winner(s) and any guest(s), if applicable, must comply with any and all COVID-19 vaccination, screening, testing, safety and related requirements imposed or required by (if applicable) the Contest Administrator, the venue, event promoter, sponsors, travel providers, hotels, governmental authorities or others in connection with the receipt, use, and redemption of the Prize **TRAVEL REQUIREMENTS AND ADVISORIES** available at <https://www.hyattinclusivecollection.com/en/about-us/health-and-safety/mexico-caribbean/> and are **SUBJECT TO CHANGE BUT ARE not subject to negotiation**. Refusal to comply with all applicable COVID-19 requirements will result in forfeiture of the Prize and no replacement or alternate Prize will be provided. All cancellations are deemed beyond the control of the Contest Administrator and its sponsors. This includes, but is not limited to, event cancellations due to any pandemic or epidemic constituting a public health emergency, including those subject to government mandated quarantines, travel restrictions, or stay-at-home orders. The Contest Administrator and/or its sponsors shall in no way be responsible under any circumstances whatsoever for replacing, and/or for reimbursing any Winner(s) with any form of compensation for, any Prize or portion(s) thereof forfeited due to the refusal of the Winner(s) and/or their guest(s) to comply with all applicable COVID-19 requirements and/the cancellation of any event, nor will any alternate Prize be provided.

13. **All travel-related elements of the Prize are subject to change or cancellation based upon any travel restrictions, government-issued quarantine, shelter-in-place, stay-at-home, safer-at-home orders and/or similar recommendations or orders that may be in effect at either the travel origin or travel destination.**

14. **Each Winner and their guests must travel on the same itinerary. Once the reservations are made, no changes may be made by a Winner (including, without limitation, any changes in traveling companions). PLEASE BE ADVISED THAT STATIONS MAY NOT RECEIVE TRAVEL DOCUMENTS UNTIL JUST A DAY OR SO BEFORE THE DEPARTURE DATE AND WILL NOTIFY THE WINNER AS SOON AS THE DOCUMENTS HAVE ARRIVED AND DELIVER SUCH DOCUMENTS TO THE WINNER VIA THE EMAIL ADDRESS DESIGNATED BY THE WINNER AT THE TIME SUCH WINNER PROVIDES AND COMPLETES ALL DOCUMENTATION BY PARTICIPATING STATIONS. IT IS THE WINNER'S SOLE RESPONSIBILITY TO ENSURE THAT HE/SHE CAN PICK UP SUCH MATERIALS, EVEN ON LAST-MINUTE NOTICE. FAILURE TO DO SO FOR ANY REASON WILL BE DEEMED FORFEITURE OF ANY PRIZE IN THIS CONTEST.**



15. **The Prize may be subject to additional terms and restrictions imposed by Contest Administrator, and any such restrictions are not subject to negotiation. Winner's guests may be required to sign one or more liability release agreements before being authorized by Contest Administrator or its sponsor to be allowed to participate as Winner's guest on a trip. IN ADDITION, SUCH WINNER AND THEIR GUEST ARE SOLELY RESPONSIBLE FOR OBTAINING ANY TRAVEL DOCUMENTS THAT MAY BE REQUIRED. Reservations are non-transferable and once booked and confirmed may not be rescheduled. The Winner and their guest will be solely responsible for all ground transportation, for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees. THE WINNER MAY BE REQUIRED TO PROVIDE A VALID CREDIT CARD TO CHECK INTO THE HOTEL AND TO COVER INCIDENTAL EXPENSES. The Winner will be solely responsible for all ground transportation and for the pre-payment of any applicable taxes or airport, baggage, or government fees or charges.**
16. Except by the Contest Administrator, which reserves the right to substitute a Prize, in whole or in part, with another Prize or Prize portion of greater or equal value, and-except where required by law, Prize(s) may not be redeemed for cash, substituted, transferred or assigned, except as may be determined by Contest Administrator in its sole and absolute discretion on a case by case basis.

Sponsor(s)

17. The sponsors of this Contest are Audacy Operations, Inc and AMResorts LP.

Other Rules Specific to This Contest

18. Odds of winning depend on the number of entries received.
19. Contest Administrator will be the sole arbiter in all matters relating to the Contest, including without limitation, Contest entries and in the interpretation of Contest rules. All decisions by Contest Administrator will be final and may not be appealed. Entry into Contests constitutes agreement by Entrants to abide by these rules, as well as any other rules established by Contest Administrator.
20. Contest Administrator is conducting this Contest concurrently and simultaneously on all Participating Stations that are located in their respective time zones. Unless otherwise expressly set forth herein, all times in these Contest rules are Eastern Time (ET). Entrants not located within the referenced time zone, must factor in the time difference in determining the dates and times stated herein.
21. Company may add or remove Participating Stations or change call letters of any Participating Station at any time during the Contest as announced on the affected station. Station participation in this Contest during the Contest dates may vary from day to day as announced on air of the affected Participating Station, and as listed as amended in Attachment A and as noted in any applicable addendum. Station will announce participation.
22. Participating Stations may individually refer to this national Contest in varying ways depending on particular Participating Station's format and what it determines to sound most appealing to its particular audience; provided, however, notwithstanding how any Participating Station refers to this Contest, the Contest is one national Contest made up of many Participating Stations.
23. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Station for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
- Limit one (1) account with the Software Provider per email address.
 - Software Provider is not a sponsor of this Contest, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "**Software Provider Policies**").
 - If the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes the Software Provider and the



Station to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.

- d. While agreement to the Software Provider Policies may be required in order to enter the Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.
- e. Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Station in its sole and absolute discretion deems to materially and adversely affect the Contest, the Station reserves the right to (1) suspend the Contest; (2) terminate the Contest without a Winner; (3) terminate the Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Station's sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
- f. Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.

- 24. Participating Stations may use cookies and/or collect IP addresses (an IP address is a number that can uniquely identify a specific computer or other network device on the internet) for the purpose of implementing or exercising its rights or obligations under the Contest rules, for information purposes, identifying your location (including, without limitation, to re-direct you to the appropriate geographic website, if applicable) or for any other lawful purpose in accordance with Station's privacy policy (available from a link at the bottom of the Participating Station's web site home page, which is listed below in Attachment A).
- 25. Information collected by Stations in connection with entering or otherwise participating in this Contest may be used in accordance with a Participating Station's privacy policy (available from a link at the bottom of a Participating Station's website home page, which is listed below in Attachment A).
- 26. Complete Contest rules are available online at Participating Station's websites as listed on Attachment A.
- 27. Winner's List: For a winner list, mail a self-addressed stamped envelope to Audacy Operations, Inc., 2400 Market St, 4th Floor, Philadelphia, PA 19103, Attn: Contest Administrator "12 Days of Christmas". All requests for winner lists must be mailed and received after the Contest is over but prior to six (6) months after the Contest has been concluded.



ATTACHMENT A

Audacy Company	Station	Market	Website
Audacy New York LLC	WKSE-FM	Buffalo	https://www.audacy.com/kiss985
Audacy Tennessee LLC	WKXJ-FM	Chattanooga	https://www.audacy.com/kisschattanooga
Audacy Illinois, LLC	WBBM-FM	Chicago	https://www.audacy.com/b96
Audacy Denver, LLC	KQKS-FM	Denver	https://www.audacy.com/ks1075
Audacy South Carolina, LLC	WFBC-FM	Greenville	https://www.audacy.com/b937
Audacy Connecticut, LLC	WZMX-FM	Hartford	https://www.audacy.com/hot937
Audacy Nevada, LLC	KLUC-FM	Las Vegas	https://www.audacy.com/kluc
Audacy Florida, LLC	WPOW-FM	Miami	https://www.audacy.com/power96
Audacy Wisconsin, LLC	WXSS-FM	Milwaukee	https://www.audacy.com/1037kissfm
Audacy Louisiana, LLC	WEZB-FM	New Orleans	https://www.audacy.com/b97
Audacy Virginia, LLC	WNVZ-FM	Norfolk	https://www.audacy.com/z104
Audacy Arizona, LLC	KALV-FM	Phoenix	https://www.audacy.com/live1015phoenix
Audacy Pennsylvania, LLC	WBZZ-FM	Pittsburgh	https://www.audacy.com/starpittsburgh
Audacy Virginia, LLC	WRVQ-FM	Richmond	https://www.audacy.com/q94
Audacy New York, LLC	WPXY-FM	Rochester	https://www.audacy.com/98pxy
Audacy California, LLC	KUDL-FM	Sacramento	https://www.audacy.com/endonline
Audacy Pennsylvania, LLC	WKRZ-FM	Wilkes-Barre	https://www.audacy.com/985krz

