

Motley Crue Flyaway Download & Listen Official Rules

These rules are specific to the above contest conducted by Audacy Operations Inc. (the “**Contest Administrator**”). A copy of these rules is available at www.audacy.com/contest-rules.

THIS IS A NATIONWIDE CONTEST. ALL TIMES IN THESE CONTEST RULES ARE EASTERN TIME (US), REGARDLESS OF THE LOCATION AND TIME ZONE OF ANY INDIVIDUAL WHO ENTERS THIS CONTEST.

Who Can Enter

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THE MOTLEY CRUE FLYAWAY DOWNLOAD & LISTEN 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 eighteen (18) 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. To enter this Contest from August 28, 2024 at approximately 12:00am (ET) through September 15, 2024 at approximately 11:59pm (ET) (the “**Entry Period**”), (1) download and/or open the Audacy mobile app on a supported smartphone device (*i.e.*, *a smartphone running either the Apple iOS or Android operating system*) (the “**Audacy Mobile App**”), or go to the website at www.audacy.com (the “**Audacy Website**”, and together with the Audacy Mobile App, the “**Audacy App**”); (2) create a free Audacy App account, login to your existing Audacy App account, or confirm you are already logged in to your existing Audacy App account (as applicable); (3) look for one of the participating radio stations listed in Attachment A to these rules (each, a “**Participating Station**”); (4) click such Participating Station logo; and (5) click “▶”, “▶ Live”, “▶ Listen”, or “Continue” (as applicable) to listen to such Participating Station; and (6) listen to that same one Participating Station for a minimum of sixty (60) minutes in the aggregate (*i.e.*, *total*) between 12:00am (ET) and 11:59pm (ET) on the same one (1) calendar day during the Entry Period (each, a “**Contest Day**”).
 - a. **A FREE AUDACY APP ACCOUNT MUST BE USED TO LOGIN TO THE AUDACY MOBILE APP ACCOUNT AND/OR THE AUDACY WEBSITE (I.E., YOUR FREE AUDACY APP ACCOUNT IS THE SAME FOR, AND WORKS ON, BOTH THE AUDACY MOBILE APP AND THE AUDACY WEBSITE).**
 - b. **LIMIT ONE (1) FREE AUDACY APP ACCOUNT PER EMAIL ADDRESS, AND LIMIT ONE (1) ENTRY PER AUDACY APP ACCOUNT PER CONTEST DAY.**
 - c. **IMPORTANT! YOU WILL ONLY RECEIVE AN ENTRY FOR THIS CONTEST IF YOU FOLLOW ALL OF THE STEPS ABOVE AND LISTEN TO THE SAME ONE PARTICIPATING STATION FOR NOT LESS THAN SIXTY (60) MINUTES IN THE AGGREGATE BETWEEN 12:00AM (ET) AND 11:59PM (ET) THE SAME ONE CONTEST DAY. YOU WILL NOT RECEIVE AN ENTRY FOR THIS CONTEST (1) IF YOU FAIL TO COMPLETE ANY ONE OR MORE OF THE STEPS ABOVE; (2) IF YOU ARE NOT LOGGED IN TO YOUR AUDACY APP ACCOUNT; (3) IF YOU DO NOT LISTEN TO A PARTICIPATING STATION**



WHILE LOGGED IN TO YOUR AUDACY APP ACCOUNT; AND/OR (3) IF YOU DO NOT LISTEN TO THE SAME ONE PARTICIPATING STATION YOU INITIALLY SELECTED FOR AT LEAST SIXTY (60) FULL MINUTES, ALL OF WHICH SIXTY (60) FULL MINUTES MUST BE TO THE SAME ONE PARTICIPATING STATION, AND MUST START AND END BETWEEN 12:00AM (ET) AND 11:59PM (ET) WITHIN THE SAME ONE CONTEST DAY.

- d. **FREE AUDACY APP USER ACCOUNT REQUIRED TO ENTER.** The Contest Administrator is not responsible for the download, or for any claims for damages arising out of or otherwise related to the entrant's attempt (successful or otherwise) to install the Audacy App.
 - e. The entry process may **ONLY** be completed using the **FREE Audacy App** (available via the Apple App Store or Google Play) on a supported smartphone device (i.e., a smartphone running either the Apple iOS or Android operating system) or by means of the Audacy.com website. **YOU CANNOT ENTER THIS CONTEST (i) USING THE AUDACY APP IF/WHEN ACCESSED BY MEANS OF A SMARTSPEAKER (I.E., AMAZON ALEXA, GOOGLE HOME, SONOS, ETC.), SMART TV (I.E., ROKU, ETC.), SMART AUTOMOBILE DASHBOARD, OR ANY OTHER DEVICE OR OPERATING SYSTEM; OR (ii) BY LISTENING TO A PARTICIPATING STATION ON SUCH PARTICIPATING STATION'S WEBSITE INSTEAD OF THE AUDACY MOBILE APP OR AUDACY WEBSITE.**
 - f. **USE OF A VPN MAY AFFECT YOUR ABILITY TO ENTER THIS CONTEST.**
 - g. The Contest Administrator's computer servers, as applicable, will be the official (i) record of Contest entries received, and (ii) timekeeping device for all applicable matters in the Contest. The Contest Administrator shall not be responsible for any failure of Contest Administrator's servers to receive and/or register any entry in this Contest as the result of any glitch, malfunction, error or failure, service outage or delays, computer difficulty or other technological problem, telephone service outages, delays, accidental disconnection, equipment malfunctions, or any other technological failures of any kind.
 - h. Proof, or failure to receive proof, of submission of an entry, including, without limitation, the receipt or non-receipt of any notification, message, or email indicating you have successfully entered the Contest, shall not be deemed proof of submission of an entry, receipt by the Contest Administrator of Contest entry, and/or confirmation of meeting the eligibility requirements set forth in Sections 3 and 4 above.
 - i. Entrants who enter the Contest through the Audacy Mobile App may be charged according to their carriers' standard data rates, and entrants should contact their carriers for pricing details. Message plans, data plans, or the Audacy App may not be available through all wireless carriers or phones. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate.
6. 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

- 7. On or about Wednesday, September 18, 2024, the Contest Administrator will randomly select one (1) entry from among all eligible entries received as the winner of this Contest subject to verification of eligibility and compliance with these Contest rules (the **"Winner"**).
- 8. The potential Winner will be notified within twenty-four (24) hours of being selected via email at the email address associated with potential winning entrant's Audacy App account. Contest Administrator is only required to send one (1) email. Notification is deemed to have occurred immediately at the time the Contest 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 Winner an equal number of times or in the same manner. If the potential Winner cannot be contacted, or if Contest Administrator does not receive a response from the potential Winner within forty-eight (48) hours of notification from Contest Administrator, then the prize will be forfeited. If the potential Winner does not complete and submit all documents required by the Contest Administrator within three (3) business 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 online entries received.

- a. Multiple entrants are not permitted to share the same email address or Audacy App account. In the event multiple users of the same mobile phone, email, website, app, or social media account, as applicable, enter the Contest and a dispute thereafter arises regarding the identity of the entrant, the Authorized Account Holder at the time of entry will be considered the entrant.
- b. For purposes of the Rules, “**Authorized Account Holder**” is defined as the one (1) natural person who:
(i) in the case of a mobile phone or email account, is assigned the mobile phone number or email account by an Internet access provider, online service provider, telephone service provider or other organization which is responsible for assigning phone numbers or email addresses; or (ii) in the case of website, app, or social media accounts, can demonstrate control over the means of such account by logging into such website, app, or social media account with the correct user name and password.

Prize(s)

9. The one (1) verified Winner(s) of this Contest will receive one (1) trip for two (2) (the Winner and one (1) guest age 18 or older to see Motley Crue in Los Angeles, CA, consisting of the following: (i) roundtrip coach airfare between a major commercial airport near the Winner’s home (as determined in the sole discretion of the Contest Administrator) and a major commercial airport in the Los Angeles metropolitan area, as determined in the sole discretion of the Contest Administrator departing on October 10, 2024, and returning on October 12, 2024; (ii) two (2) nights hotel accommodations (one (1) room, standard double occupancy) at a Los Angeles area hotel checking in on October 10, 2024 and checking out on October 12, 2024; (iii) two (2) tickets to see Motley Crue at a secret location in the Los Angeles metropolitan area on October 11, 2024 (exact time, address and instruction will be provided to the Winner upon confirmation of eligibility); and (iv) a vinyl album autographed by Motley Crue (the “**Prize**”). The total value of the Prize is estimated at (but will not exceed) \$3000.00 and is courtesy of Big Machine Records. The actual value of the Prize awarded will depend upon the Winner’s origin city (in no event will the Winner be entitled to any difference (in cash or other prizes) in value between \$3000.00 and the actual Prize value). Ground transportation and incidentals are NOT included in the Prize.
10. **Contest Administrator reserves the right to substitute ground transportation for airfare if the Winner resides within 100 miles of Los Angeles, CA, and any difference in value will not be awarded. The Winner and their guest 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).**
11. **Winner’s guests must be eighteen (18) 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. 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 who are 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(s) 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(s) be provided.
13. Redeeming and using the Prize in this Contest requires for the Winner(s) (i) to have a valid email address and an app-enabled mobile device capable of downloading and running a third-party mobile ticketing app (e.g., *Ticketmaster*, *AXS*, *MLB*, etc.); (ii) to install, or have already installed, such mobile ticketing app on their app-enabled mobile device; and (iii) to login into an existing user account or to sign up for a free user account with the third-party operating such mobile ticketing app by completing a form with all required information, including at a minimum first name, last name, and valid email address. **THE PRIZE(S) IN THIS CONTEST**



CANNOT BE REDEEMED OR USED BY ANY MEANS OTHER THAN THE DESIGNATED THIRD-PARTY MOBILE TICKETING APP FOR THIS PRIZE. INDIVIDUALS WHO DO NOT HAVE A VALID EMAIL ADDRESS, ACCESS TO AN APP-ENABLED MOBILE DEVICE AND/OR DO NOT COMPLY WITH THE FOREGOING REQUIREMENTS WILL NOT BE ABLE TO REDEEM OR USE THE PRIZE(S) IN THIS CONTEST SHOULD THEY BE SELECTED AND VERIFIED AS A WINNER, WILL NOT RECEIVE A SUBSTITUTE PRIZE, AND SHOULD NOT ENTER THIS CONTEST.

14. Notwithstanding anything to the contrary herein, stated on-air, published online, or otherwise communicated to a potential Winner, no potential Winner will be entitled to receive any Prize until Contest Administrator has verified such potential Winner's Contest eligibility and compliance with the Contest rules and until such potential Winner has completed and submitted all documents required by Contest Administrator. **In order to receive any Prize, Winner(s) may be required to (i) present a valid photo identification issued by a commonwealth, state, or territory of the United States or by the United States federal government; (ii) complete and submit an IRS Form W-9 in its entirety, including with the Winner(s) valid United States taxpayer identification number or social security number; and/or (iii) provide or complete and sign any other documents required by the Contest Administrator, including without limitation, one or more liability release agreements relieving the Contest Administrator, its parent and affiliates and their respective officers, directors, members, managers, employees, agents, Contest sponsors and others from any and all liability with respect to the entrant's participation in the Contest and the receipt and/or use of the Prize.** Any person who refuses to present a valid government issued photo ID, to provide a valid social security number, and/or to provide or complete and sign any other documents required by the Contest Administrator by the deadline required by the Contest Administrator will forfeit any and all Prizes. The Contest Administrator reserves the right to examine identification and may reasonably choose to accept or deny awarding the Prize based on the identification presented.
15. Unless otherwise specified in these Contest rules, the following terms, conditions, and/or restrictions may apply generally to the Prize(s):
- Any Prize involving travel, including without limitation prizes consisting in whole or in part of overnight accommodations and/or travel by air, rail, ship, or motor coach, will be based upon availability and subject to additional terms and restrictions imposed by Contest Administrator, Contest sponsors, and/or other agents participating in the Contest and/or fulfillment of the Prize, including without limitation blackout dates, peak period restrictions, expiration dates, and/or additional age restrictions imposed upon the Winner and/or the Winner's guest(s). These 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 Winners and guest(s) are required to travel on the same itinerary, to which changes may not be made once booked, and are solely responsible for obtaining any international travel documents, visas or passports that may be required. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Overnight accommodations will consist only of standard double occupancy accommodations, and Winner 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. Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses. Air travel will consist only of round-trip coach air transportation to/from a commercial airport in/near the destination city from/to a commercial airport in the greater metropolitan area in which the Contest Administrator is located, and 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.
 - Any Prize that consists of an opportunity to meet with, participate in an activity with, interview or have similar interaction with any celebrity (other than employees of Contest Administrator) is contingent upon the celebrity appearing for such activity/event, which is beyond the Contest Administrator's control. Contest Administrator is not responsible if a Winner and/or his/her guests are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason, including without limitation any illness, act of god, scheduling conflict or any other reason. In such event, Contest Administrator is not responsible for such portion of the Prize, which has no monetary value, and no alternate Prize will be awarded and the event/activity will not be rescheduled. In the event that Contest Administrator elects, at its sole discretion, to attempt to reschedule any such event/activity or offer an alternative Prize, Contest



Administrator will have no obligation whatsoever to offer any other alternate Prize if such attempt to reschedule or other offer is not accepted by or utilized by Winner for any reason whatsoever.

- c. Any Prize that is awarded in the form of a gift certificate or gift card, the use and/or redemption of such certificate or card may be subject to additional terms and restrictions, including without limitation expiration date, specific locations at which such certificate or card may be redeemed, may be based on availability, and may include black-out periods, restrictions or excluded items (i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.
 - d. Any Prize involving the award of cash will be fulfilled in the form of a company check payable to the verified Winner only and made available approximately six (6) to eight (8) weeks from the date upon which the Winner completes and submits all documents required by Contest Administrator.
 - e. Contest Administrator and sponsors are not responsible for replacing or reimbursing Winners with any form of compensation for flights or events that are cancelled, rescheduled, or delayed. All cancellations are deemed beyond the control of Contest Administrator and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), war, illness, or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders. Additionally, Contest Administrator is not responsible for any work stoppage, bankruptcy or other condition beyond Contest Administrator's control that may affect Contest Administrator's ability to provide any of the Prizes. Contest Administrator is not responsible for any expenses incurred by Contest Winners as a result of such cancellations, delays, or other circumstances beyond Contest Administrator's control.
 - f. In all instances in which Winner has the right to select specific products, the choice of products offered may be limited by the Contest Administrator or certain specific products or manufacturers may be excluded, may be subject to availability, and Winner will receive additional information on such restrictions and limitations after they have been awarded the Prize.
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.
17. Winner is prohibited from selling Prize awarded or any transferring Prize without the Contest Administrator's authorization (which authorization must be in writing by a Contest Administrator representative and shall be granted or withheld in Contest Administrator's sole discretion on a case-by-case basis). In the event that Contest Administrator discovers or suspects (correctly or incorrectly) that a Winner is attempting to sell his/her Prize from Contest Administrator (*i.e., eBay, Craigslist, StubHub, or otherwise*), Contest Administrator reserves the right, in its sole discretion, on a case by case basis, to take any one or more of the following actions, including without limitation: (a) immediately disqualify the Winner and deem any Prize they were otherwise entitled to as forfeited, (b) refuse to award the Prize to such Winner, even if he/she represents that they will not resell or transfer the Prize, and/or (c) prohibit the violating Winner from participating and/or winning any future Contest Administrator contests (whether for a fixed period of time or in perpetuity, in Contest Administrator's sole discretion) and if such Winner ever wins a future Contest Administrator contest during the period that he/she is banned, he/she shall be disqualified from the Contest and forfeit any Prize once it has come to Contest Administrator's attention. Further, Contest Administrator reserves the right to track, deactivate, render void, and/or cancel and invalidate any Prize awarded that Contest Administrator suspects was sold or transferred without authorization.
18. Contest Administrator may elect, in its sole and absolute discretion, to mail the Prize(s) to the Winner(s), to have a third party mail the Prize(s) to the Winners or arrange delivery (physical or electronic) of the Prize(s) to the Winner(s), to require for the Winner(s) to pick the Prizes(s) up at the studio of a radio station affiliated with Contest Administrator during normal business hours, and/or require for the Winner(s) to pick the Prize(s) up at a third party designated location. Notwithstanding the foregoing or any provision of these Contest rules to the contrary, Contest Administrator will not under any circumstances whatsoever be responsible for the delayed or failed delivery of any Prize(s) mailed to Winner(s).
19. Winners are solely responsible for any and all costs and expenses related to a Prize, the acceptance of a Prize, and/or the use of a Prize in any manner not specified in either the Rules or the terms, conditions, or



restrictions applicable to such Prize. Winner is responsible for paying all applicable local, county, state and federal taxes on Prize based on the estimated retail value of the Prize, as set forth in the Contest rules, and will be issued an IRS 1099 form for all Prizes won from Contest Administrator in any calendar year where the aggregate value of all such Prizes is \$600 or more.

20. Contest Administrator is not the supplier or guarantor of any Prize, unless otherwise specified. Prizes may be fulfilled by a third-party fulfillment sponsor. ALL PRIZES ARE AWARDED "AS IS" AND CONTEST ADMINISTRATOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

Contest Administrator(s)

21. The sponsors of this Contest are Audacy Operations, Inc. and Big Machine Records.

Other Rules Specific to This Contest

22. Odds of becoming a Winner in this Contest depend on the number of eligible entries received.
23. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES, AND LOGOS APPEARING IN ANY RULES AND/OR ANY CONTEST ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS. USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.
24. The Contest Administrator may or may not respond to inquiries by entrants or potential entrants regarding the status of their entry and/or to questions about a Contest, regardless of the means by which such inquiry is made, and the Contest Administrator is not obligated to respond to, or to treat, all such inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact the Contest Administrator's desire or ability to respond to such inquiries from time to time. Notwithstanding anything that may be communicated by any The Contest Administrator employee in connection with any such inquiry, the sole determining source for information related to a particular Contest will be the Rules for such particular Contest, and any information communicated by The Contest Administrator employee(s) will neither be binding on the Contest Administrator nor be deemed to be providing any type of improper assistance or advantage to any particular entrant over another. Any attempt by the Contest Administrator to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.
25. All entries and any materials submitted with such entries ("**Entry Content**") become the property of the Contest Administrator and will not be acknowledged or returned. Participation in a Contest and/or acceptance of Prize(s) constitutes consent by entrant and/or Winner's (*and by Winner's guest(s) if applicable*) for the Contest Administrator or its agents (i) to interview the entrant and/or Winner(s) (*and Winner's guest(s), if applicable*), (ii) to photograph, film, and record (*audio and/or video*) entrant and/or Winner(s) (*and Winner's guest(s), if applicable*), and (iii) to use in commerce and in any medium now or hereafter known throughout the world in perpetuity and without payment of any compensation or additional consideration: his/her name, hometown (city and state), biographic information, likeness, photograph, audio or video recording, Entry Content, Prize information (*if any*), and/or any statements made by him/her regarding the Contest Administrator, the Contest, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. Without limiting the generality of the foregoing, entrants acknowledge and agree that by submitting Entry Content as party of Contest entry, such Entry Content will be deemed a "*Work Made For Hire*" under the Copyright laws of the United States, but if it cannot be so deemed, then the Winner irrevocably assigns and transfers to the Contest Administrator all of his/her right, title and interest in and to his/her Entry Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of the Contest Administrator, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Winner may now or later have to their Entry Content. The Contest Administrator reserves the right to alter, change or modify the winning Entry Content, in its sole and absolute discretion. Upon request of the Contest Administrator, Winner shall execute and deliver such additional instrument of



assignment, as may be solely deemed by the Contest Administrator, reasonably necessary to establish the ownership of record of the right, title, and interest in and to the Entry Content and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should the Contest Administrator fail to request the said assignment as stated that shall not be deemed a waiver of the Contest Administrator’s rights and the Contest Administrator may at a later time request the assignment.

26. Notwithstanding anything to the contrary in these Contest rules, in no event is Contest Administrator required to confirm eligibility or eliminate ineligible entrants prior to selecting Winner. In the event that any selected Winner is determined to be ineligible at any time, he/she will be disqualified and not entitled to any Prize in this Contest. In such event, Contest Administrator may select an alternative Winner from among all other entries received, time permitting.
27. The Contest Administrator reserves the right to modify, suspend, cancel, and/or terminate any Contest and/or Prize(s) without prior notice if such Contest cannot be executed and/or such Prize(s) cannot be fulfilled as advertised, either in whole or in part, and/or if the conduct of such Contest and/or fulfillment of such Prize(s) becomes impracticable or impossible as the result of any other factor beyond the Released Parties’ control, including, without limitation, (i) any strike, insurrection, flood, fire, riot, act of God, war, emergency, terroristic threat (including general threats) or activity, and/or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders; and/or (ii) any infection by computer virus, tampering, unauthorized intervention, fraud, technical failures that may corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest or that causes the Contest to become compromised or corrupted in any way, electronically or otherwise. The Released Parties will not responsible and/or liable in any way for any such modification, suspension, cancellation, and/or termination. If the Contest is cancelled or terminated before the original end date, the Contest Administrator reserves the right, in its sole and absolute discretion to, to modify the procedure for selecting Winners, unless the nature of the event giving rise to such termination renders it impossible to select Winner(s).
28. **Failure to comply with the Rules, along with any other terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such entry being disqualified from such Contest. Proof of a person’s submission of an entry shall not be deemed confirmation of entrant’s eligibility and/or proof of receipt of any such entry by the Contest Administrator. When applicable, the Contest Administrator’s computer or servers, as applicable, will be deemed the official time keeping device for the Contest. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. Any individual(s) found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any “deal-making” with or between other Contest participants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any Prize(s), as applicable, and may be banned from any future participation in any Contest as determined by the Contest Administrator in its sole and absolute discretion and on a case-by-case basis.**
29. **Participation in a Contest and/or acceptance of Prize(s) constitutes agreement by entrant and/or Winner (*and by Winner’s guest(s) if applicable*) to release, forever discharge, indemnify, and hold harmless the Contest Administrator, its affiliates, parents, assigns, successors, employees, participating sponsors, agents and all others connected with them and the promotion, Contest, and/or event (the “Released Parties”) from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, Contest, and/or event and the receipt and use of any Prize(s) awarded (*if any*) through such promotion, Contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by the Contest Administrator, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, Contest, and/or event.**
30. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of a Contest or in the announcement of a Prize; (ii) incorrect or inaccurate information,



human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, server failures, any failure of Contest Administrator's servers to receive and/or register any entry, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to entrant(s) and/or Winner(s) (*and Winner's guest(s) if applicable*) including any results thereof such as changes in services or location necessitated by same.

31. The Released Parties are not responsible, and shall not be liable, for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or Contest Administrator from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Contest Administrators or any third party website), or for any problem associated with the Contest Administrator website, the Audacy App, or any website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or Prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in an Contest Administrator Contest or visiting its websites (whether as an entrant, visitor or voter). Contest Administrator and its sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a Contest Administrator Contest. Contest Administrator is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of Contest Administrator, any Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes, whether discovered or suspected by Contest Administrator, which, in sole opinion of Contest Administrator does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Contest Administrator reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected Contests with or without selecting Winner, and/or provide alternative means of entry or any other changes to these Contest rules that Contest Administrator deems appropriate under the circumstances. In the event of termination, suspension or modification of a Contest, a notice will be posted online.**
32. **THE CONTEST ADMINISTRATOR WILL BE THE SOLE ARBITER IN ALL MATTERS RELATING TO THE CONTEST, INCLUDING WITHOUT LIMITATION, ENTRANT ELIGIBILITY, THE VALIDITY OF CONTEST ENTRIES, AND THE INTERPRETATION OF CONTEST RULES. ALL DECISIONS BY THE CONTEST ADMINISTRATOR WITH RESPECT TO ALL MATTERS RELATED TO THE CONTEST AND THESE CONTEST RULES WILL BE BINDING, 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 THE CONTEST ADMINISTRATOR. THE CONTEST ADMINISTRATOR WILL INTERPRET THESE RULES AND RESOLVE ANY DISPUTES, CONFLICTING CLAIMS OR AMBIGUITIES CONCERNING THE RULES OR THE CONTEST AND THE CONTEST ADMINISTRATOR'S DECISIONS CONCERNING SUCH DISPUTES SHALL BE FINAL. IF, FOR ANY REASON, MORE BONA FIDE WINNERS ARE NOTIFIED THAN PRIZE(S) AVAILABLE, PRIZE(S) WILL BE AWARDED IN A RANDOM DRAWING FROM AMONG ALL SUCH PERSONS. INCLUSION IN SUCH DRAWING SHALL BE EACH ENTRANT'S SOLE AND EXCLUSIVE REMEDY UNDER SUCH CIRCUMSTANCES. ANY REFERENCE IN THESE OFFICIAL RULES TO THE CONTEST ADMINISTRATOR'S "DISCRETION" AND/OR ANY EXERCISE OF DISCRETION BY THE CONTEST ADMINISTRATOR SHALL MEAN IN CONTEST**



ADMINISTRATOR'S "SOLE AND UNFETTERED DISCRETION." THE CONTEST ADMINISTRATOR FURTHER RESERVES THE RIGHT TO TERMINATE THE CONTEST IF IN ITS SOLE JUDGMENT, THE RULES OR THE INTEGRITY OF THE CONTEST HAVE BEEN VIOLATED OR COMPROMISED IN ANY WAY, INTENTIONALLY OR UNINTENTIONALLY BY ANY PERSON WHETHER OR NOT AN ENTRANT IN THE CONTEST. IN THE EVENT THE CONTEST IS TERMINATED, CONTEST ADMINISTRATOR WILL AWARD THE PRIZE(S) IN A RANDOM DRAWING FROM ALL ELIGIBLE ENTRIES RECEIVED PRIOR TO TERMINATION. IF APPLICABLE, MATERIAL CHANGES TO THE CONTEST RULES WILL BE MADE AVAILABLE ONLINE AT THE CONTEST ADMINISTRATOR'S WEBSITE, WHEN PRACTICAL. THE CONTEST ADMINISTRATOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THIS PROVISION.

33. Contest Administrator reserves the right to prohibit the participation of an individual from any or all Contest Administrator Contests if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in the applicable Contest rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE AUDACY APP, ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ADMINISTRATORS AND CONTEST ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.
34. Contest Administrator reserves the right to: (i) terminate or declare any Contest null and void and rescind any Prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be posted online at Audacy.com, when practical.
35. Except if inconsistent with these Contest rules, any reference to the Contest Administrator's privacy policy in Contest materials or advertisements will be deemed to refer to the Contest Administrator's privacy policy (*if any*) available from a link at the bottom of the Contest Administrator's Website ("**Privacy Policy**"), unless a different privacy policy is specifically identified, in which case, any such third-party privacy policy will NOT be applicable to or part of these Contest rules. Contest Administrator may use cookies and/or collect IP addresses for the purpose of implementing or exercising its rights or obligations under the Contest rules, for information purposes, for identifying your location and redirecting you to the appropriate geographic website, if applicable, and/or for any other lawful purpose in accordance with the Privacy Policy. Information collected by the Contest Administrator in connection with entering, voting, or otherwise participating in any Contest may be shared with sponsors of particular Contests, and otherwise used in accordance with the Privacy Policy. Without limiting the generality of the foregoing, the Contest Administrator may retain for a reasonable period of time, the entrant's personal data in order to enable it to send that entrant any Prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a Prize. Any other use of personal data will be in accordance with, and subject to, the Contest Administrator's Privacy Policy. entrant may have the opportunity to opt in to receive emails or other communications from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Contest, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.
36. Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("**JAMS Rules and Procedures**") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply the laws of the Commonwealth or State in which the Contest Administrator's office is located consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the



Contest Administrator will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor the Contest Administrator shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

37. For a Winner list, mail a self-addressed stamped envelope to Audacy Operations, Inc. at 2400 Market Street, 4th Floor, Philadelphia, PA 19103, Attn: Contest Administrator "Motley Crue Flyaway Download & Listen". 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 Participating Stations

Market	Station	Stream
Chattanooga	WRXR-FM	https://www.audacy.com/stations/rock105
Cleveland	WNCX-FM	https://www.audacy.com/stations/wncx
Dallas	KJKK-FM	https://www.audacy.com/stations/jackontheweb
Denver	KQMT-FM	https://www.audacy.com/stations/995themountain
Greenville - Spartanburg	WROQ-FM	https://www.audacy.com/stations/classicrock1011
Greenville - Spartanburg	WTPT-FM	https://www.audacy.com/stations/933theplanetocks
Kansas City	KQRC-FM	https://www.audacy.com/stations/995themountain
Minneapolis	KZJK-FM	https://www.audacy.com/stations/1041jackfm
New Orleans	WKBU-FM	https://www.audacy.com/stations/bayou957
Portland	KGON-FM	https://www.audacy.com/stations/kgon
Rochester	WCMF-FM	https://www.audacy.com/stations/wcmf
Sacramento	KSEG-FM	https://www.audacy.com/stations/eagle969
Seattle	KISW-FM	https://www.audacy.com/stations/kisw

