

**CUMULUS MEDIA-FORT WALTON BEACH “DESTIN CHARITY CORNHOLE TOURNAMENT”
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station WFTW/WKSM/WNCV/WYZB/WZNS (“Station”), owned and operated by Cumulus Broadcasting, LLC, or one of its subsidiary companies, 225 NW Hollywood Boulevard, Fort Walton Beach, FL 32548, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Stations, in conjunction with Destin Commons and Emerald Coast Children’s Advocacy Center, will conduct the WFTW/WKSM/WNCV/WYZB/WZNS “**DESTIN CHARITY CORNHOLE TOURNAMENT**” (the “Tournament”) substantially as described in these rules, and by participating, each participant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**
2. **Eligibility.** This Contest is open only to legal U.S. residents age eighteen (18) years or older* at the time of entry with a valid Social Security number and who reside in the Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio. *Residents age thirteen (13) to eighteen (18) may participate provided a parent or legal guardian sign the Assumption of Risk/Liability Release/Indemnification Agreement for Minors in advance of the competition. **Void where prohibited by law.** Employees of Cumulus Media, its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station’s DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Station’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **Tournament Period.** The Tournament will begin at **12:00 p.m. CT on Sunday, September 30, 2018**, and will continue during the day in a two division, double elimination format as outlined on ADDENDUM A (the “Tournament Period”). The Station’s computer is the official time keeping device for this Tournament. **Registration for participation will close promptly at 11:30 a.m., CT on Sunday, September 30, 2018 or to the first seventy-five (75) teams to register and pay the fee, whichever occurs first.**
4. **How to Enter.** You will automatically be entered into the Tournament once you complete the following:
Online: (i) Visit ECCAC.org, click the “Tournament” link, (ii) complete an entry form including entry fee of \$100 per 2-person team. All entries must be received by **5:00 p.m. CT on Thursday, September 27, 2018.** Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. No mail-in entries will be accepted. All teams will be e-mailed the “Destin Charity Cornhole Tournament” rules and reminder prior to the event. *The tournament is limited to the first seventy-five (75) teams to register and pay their entry fee. In the event, seventy-five (75) teams have not pre-registered, the following on-site registration will be held.*
On-Site: (ii) Visit Destin Commons “Destin Charity Cornhole Tournament” registration and check-in area on **Sunday, September 30, 2018, between 10:30 a.m. and no later than 11:30 a.m. CT** and register your two (2) person team and pay \$120 entry fee. All teams will be provided a copy of the “Destin Charity Cornhole Tournament” rules. *The tournament is limited to the first seventy-five (75) teams to register and pay their entry fee.*

5. **Winner Selection.** On or about 11:30 a.m. CT on Sunday, September 30, 2018, tournament officials will randomly select and pair teams to compete in the “FRESH CORN” or “CANNED CORN” Division (teams divided between two divisions) for round one (1) of the tournament. All teams will advance through the brackets of their Division by winning their game against their opponent with the last team with either no losses or one loss to be determined as that Division’s champion. The two (2) teams that win their Division will then compete in a “Winner Take All” final game to determine the winner of the grand prize. Tournament officials’ decisions as to the administration and operation of the Tournament and the selection of the potential winner are final and binding in all matters related to the Tournament.
6. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner may be notified by email and/or telephone call after the date of random drawing and/or winner determination. The potential winner will be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the contest prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, Station may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.
7. **Prizes.** One (1) Grand Prize will be awarded in this Tournament. The Grand Prize is five-hundred dollars (\$500) cash payable to the one (1) team of two (2) members from Emerald Coast Children’s Advocacy Center **ARV Five Hundred Dollars (\$500)**. The Runner Up Prize is two-hundred fifty dollars (\$250) cash payable to the one (1) team of two (2) members from Emerald Coast Children’s Advocacy Center **ARV Two Hundred Fifty Dollars (\$250)**. The Top Three teams will be awarded a trophy. **ARV Thirty-Five Dollars (\$35)**. Winner is responsible for all taxes associated with prize receipt and/or use and for splitting any prize earnings among each other in whatever percentages a team make workout amongst its members. Odds of winning the Grand Prize depend on a number of factors including the number of eligible entries received during the Tournament Period and listeners participating at any given time. Station reserves the right to substitute any listed prize for one of equal or greater value for any reason.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

8. **Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Cumulus Media Inc., and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the

public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

9. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to use by the Station and its agent of winner's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
10. **Taxes.** All State, Local, Federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
11. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
12. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
13. **Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and

questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.

- 14. **Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
- 15. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

PRIZE PROVIDER: Emerald Coast Children's Advocacy Center, Niceville and DeFuniak Springs, FL
CONTEST SPONSOR: Cumulus Broadcasting, LLC, WFTW/WKSM/WNCV/WYZB/WZNS, 225 NW Hollywood Boulevard, Fort Walton Beach, FL 32548; Destin Commons, 4100 Legendary Drive, Destin, FL 32541.

Player Name: _____ **Team Name:** _____

I understand the contest rules as outlined and understand that I/my team will only be considered the grand prize/runner-up winner should I/our team win/finish second in the double elimination tournament and meet all other terms & conditions of these rules:

Signature: _____

Today's Date: _____

Witness: _____

ADDENDUM A



DESTIN CHARITY CORNHOLE TOURNAMENT SUNDAY, SEPTEMBER 30, 2018 12:00 P.M. TOURNAMENT START TIME “HOW TO PLAY CORNHOLE”

Set-Up: On a flat surface, place boards facing each other 27 feet apart from the front edges.

4-Player Game: Your partner will be directly across from you on the same side of the board.

Scoring: A game is won with a score of 21 points and a lead of 2 or more points. After each round, add up your points (On the board = 1 point. In the hole = 3 points). Then, compare your points with your opponent's points. High scorer earns the difference in points toward the overall scoring.

Example: Team 1 earns 6 points and Team 2 earns 9 points, so Team 2 has 3 points overall working toward the 21 points needed to win. A tie of equal points cancels each other out for no score. *When throwing, your feet may not pass the front edge of the board. Remove any bag that bounces off the ground and onto the board before the next bag is thrown.

Officials: Each court will have an official to handle any scoring disputes and/or foot violations. Decision of the officials is final. One player from each team will accompany the court official to the scorer's table to record each team's win (or loss) on the tournament bracket.

Divisions: Teams will be divided between the “FRESH CORN” and “CANNED CORN” Divisions for a double-elimination, bracket-style play within those Divisions. The final team from each Division with no or only one loss, will be declared the winner of that Division, and move on to compete in one (1) “Winner Take All” game against the winner of the other division. That winner will receive the Grand Prize and the loser will receive the Runner Up prize.

Weather: In the event of inclement weather, the tournament may be canceled, moved into the Destin Commons covered parking garage, postponed until a later date, and/or changed to a single-elimination tournament by the tournament officials. Should the tournament be canceled, team would automatically be entered into the 2019 Destin Charity Cornhole Tournament without any additional fee. Should the tournament be postponed until a later date and the registered team not be able to attend and compete, no refund or credit for next year's tournament will be issued. Should the tournament be changed to a single-elimination tournament, no refunds or credit for the 2019 tournament will be issued.