

WGNI's "TWELVE DAYS OF CHRISTMAS" CONTEST
OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio station WGNI-FM ("Station"), 3233 Burnt Mill Drive Suite 4, Wilmington, NC 28403, during available business hours Monday through Friday, on the Station website, www.WGNI.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **WGNI "Twelve Days of Christmas"** Contest (the "Contest") substantially as described in these rules, and by participating, each entrant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

Eligibility. This Contest is open only to legal U.S. residents of the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, **excluding Florida and New York residents, age eighteen (18) years or older** at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last **thirty (30) days** or a prize valued at \$500 or more in the last **ninety (90) days**, and whose immediate family members or household members have not won a prize from the Station in the last **thirty (30) days** or a prize valued at \$500 or more in the **ninety (90) days. Void where prohibited by law.** Employees of Station, Cumulus Broadcasting LLC, and each of their parent companies, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and stepparents, siblings and step siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Station's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Contest Period.** The Contest entry period will begin on **12:01 PM ET on Thursday, December 4, 2025**, and will run through **11:59 PM ET on Friday, December 19, 2025**.

3. **How to Enter.**

Social Media & Text: On or around 8:00am ET each weekday during the Contest Period, Station will post that day's secret keyword to Station's Facebook page, www.facebook.com/1027GNI, and Instagram page, www.instagram.com/1027gni. Participants should visit one of those pages to obtain that day's secret keyword, and send a text message with the secret keyword, spelled correctly to **910-343-1027**. All entries must be received by **11:59 PM ET on the day the secret keyword is posted** to be eligible for a chance to win that day's prize. Message and data rates may apply. Station has no responsibility for any fees or charges associated with any text messages entrant sends or receives in connection with the Contest. Entrant agrees to receive messages from Station from time to time relating to the Contest, the Station, and any Contest sponsor or prize provider. Limit one (1) entry per person per phone number per day. **This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. By submission of an entry, an entrant releases Facebook and Instagram from any responsibility or liability for the Contest's administration, prizes, or promotion.**

4. **Winner Selection.** On or about 10:00 AM ET on weekdays from December 5, 2025 through December 22, 2025, Station will select one (1) potential winner in a random drawing from among all valid entries received by Station during the prior day of the Contest. For example, on December 5, 2025, Station will select a winner from the valid entries received by Station on December 4, 2025. Each winning entrant will

be contacted using the telephone number used to submit the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Station's decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within three (3) days of notification or failure to claim the prize within three (3) days of verification as a winner will result in disqualification and forfeiture of the prize.

5. **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) to claim the 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. Unclaimed prizes may not be awarded.

6. **Prizes.** Twelve (12) prizes will be awarded in this Contest. Each winner will receive (1) prize. Station will number gifts one (1) through twelve (12). To determine which prize Station will give away each day of the Contest, Station will use a number generator to determine that day's prize. The prize options are:

- a. One (1) holiday gift basket and a gift card to The Bazar Wilmington (**approximate retail value ("ARV") is \$150.00**)(two (2) total available)
- b. One (1) holiday gift basket from Brown Dog Coffee Company in Burgaw (**ARV is \$150.00**)
- c. One (1) Yeti Roadie cooler from Cold Mountain Insurance in Bolivia (**ARV is \$200.00**)
- d. One (1) gift card to The Melting Pot, located in Mayfaire Wilmington (**ARV is \$150.00**)
- e. One (1) holiday gift basket and a gift card to The Pilot House in Wilmington, (**ARV is \$150.00**)(two (2) total available)
- f. One (1) gift pack, including an Audio-Technica Bluetooth enabled Wireless Belt Drive Turntable and a gift card to The Record Bar in Wilmington (**ARV is \$200.00**)
- g. One (1) gift card to Reeds Jewelers, with two locations in Wilmington (**ARV is \$200.00**)
- h. One (1) holiday gift basket from The Rusty Relic (**ARV is \$200.00**)
- i. One (1) gift card to Scott's Farm and Family, with two locations in Leland and Shallotte (**ARV is \$175.00**)
- j. One (1) Bayou Classic 30-quart Turkey Fryer kit, from Tomlinson Sales Company in Wilmington (**ARV is \$150.00**)

TOTAL ARV OF ALL CONTEST PRIZES IS: Two Thousand Twenty Five Dollars (\$2,025.00).

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a prize depend on a number of factors including the number of eligible entries received during the Contest Period and listeners participating at any given time.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, in 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.

Commented [AH1]: How is it determined what prize they receive? Is station deciding or is there a schedule based on the day? Some other way?

Commented [DB2R1]: Gifts are numbered one through twelve and a number generator will be used to pick out that days prize.

Commented [AH3]: Is the prize two gift baskets and a gift card or one gift basket and a gift card and there are two of those available? The use of the word "each" leads me to believe if it's the latter, in which case, this should be drafted differently.

Commented [DB4R3]: Two separate gift baskets and gift cards one for, example Day One and one for example for Day Twelve.

Commented [AH5]: Same as previous question.

Commented [DB6R5]: Two separate gift baskets and gift cards one for, example Day One and one for example for Day Twelve.

Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

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

7. **Entry Conditions and Release.** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Cumulus Media New Holdings Inc., and each of their 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 entrant’s entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant’s participation in the Contest and/or entrant’s acceptance, use, non-use or misuse of the prize.
8. **Publicity.** Participation in the Contest constitutes entrant’s consent to use by the Station and its agent of entrant’s name, likeness, photograph, voice, opinions, entry, and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
9. **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.
10. **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.
11. **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but

not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming, or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. **Disputes.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.
13. **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.
14. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

CONTEST SPONSOR: Cumulus Broadcasting LLC, WGNI, 3233 Burnt Mill Drive, Suite 4, Wilmington NC, 28403

PRIZE SPONSORS: Bazar Wilmington, 421 College Rd., Wilmington, NC 28403; Brown Dog Coffee Company, 103 W. Fremont St., Burgaw, NC 28425; Cold Mountain Insurance, 3972 Business 17 E Suite I2, Bolivia, NC 28422; The Melting Pot - Mayfaire Town Center, 885 Town Center Dr., Wilmington, NC 28405; The Pilot House, 2 Ann St., Wilmington, NC 28401 ; The Record Bar, 5751 Oleander Dr. #11, Wilmington, NC 28403; Reeds Jewelers, 3500 Oleander Dr. Unit 4E, Wilmington, NC 28403 and 926 Inspiration Dr., Wilmington, NC 28405; The Rusty Relic, 21740 US-17, Hampstead, NC 28443; Scott's Farm and Family, 1173 Lanvale Rd., Leland, NC 28451 and 4718 Main St., Shallotte, NC 28470; and Tomlinson's Wilmington, 922 College Rd., Wilmington, NC 28403.

