## Baby Idol 7 Official Contest Rules

A complete copy of these rules can be obtained at the offices of radio station WPRO-FM ("Station"), owned and operated by Cumulus Media Inc. or one of its subsidiary companies, 1502 Wampanoag Trail, East Providence, RI 02915, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the Baby Idol 7 Contest (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

- 1. No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.
- 2. Only legal U.S. residents age 18 or older with a valid Social Security number at the time of entry are eligible to participate in Station contests. Employees, agents, representatives, or affiliates of the Station, Cumulus Media Inc., its subsidiaries and affiliates, participating sponsors, other radio stations, television stations and print advertising companies serving the metro area, and their immediate family members and household members are not eligible to participate. The term "immediate family members" includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others. Participants in the contest must possess valid government issued photo identification and the grand prize winner is required to present a valid government issued identification of their baby to verify legal guardianship and baby's date of birth before the grand prize is awarded on-air.
- 3. An individual may win an on-going contest only once per six-month period unless otherwise specifically stated. An individual may win other seasonal or one-time contests only once for the duration of the contest. The Station reserves the right to limit the number of times an individual may enter a contest or drawing.
- 4. The contest will begin on Monday, October 6<sup>th</sup>, 2014 at approximately 5:30am EST and will run through Friday, October 31<sup>st</sup>, 2014 at approximately 8:30am EST (the "Contest Period").
- 5. There are two (2) ways to enter this Contest:
- (i) Visit the Station's website at <a href="www.92profm.com.com">www.92profm.com</a> and complete an online entry form. One entry per person, per email address. All online entries must be received by 9:00am EST on Tuesday, October 28th, 2014. To participate in the contest, listeners must submit a photo of their baby, aged 0-18 months old as of Saturday, November 1st, 2014, along with the legal guardian's information before Tuesday, October 28th, 2014 at 9:00am EST. Necessary information for valid submission shall be, baby photo, baby's full name, baby's date of birth, legal guardian's name, address, date of birth, daytime phone number, and valid e-mail address along with checking the box that states you have read the rules and agree to be bound by them. Submissions may be done online by clicking the contest icon on www.92profm.com. All valid entries will be posted on www.92profm.com within 24 hours of entry.
- (ii) Mail an entry to the Station at the address above containing all of the necessary information including a signed statement that you have read the rules and agree to be bound by them. All mailed-in entries must be received by Monday, October 27<sup>th</sup>, 2014 at approximately 9:00am EST. Late, incomplete or illegible entries will be disregarded.
- 6. Beginning Monday, October 20<sup>th</sup>, 2014 at 5:30am EST, listeners can vote for their favorite baby. To vote, listeners must either be a member or become a Listener Club Member at www.92profm.com to vote on the babies submitted. To become a Club Member, listeners must complete all required Web Fields. The eligible baby with the most votes by Wednesday, October 29<sup>th</sup>, 2014 at 9:00am EST. will win Baby Idol. The Baby Idol grand prize winner will be announced on Friday, October 31<sup>st</sup>, 2014 during Giovanni & Kim in the Morning at approximately 8:30am EST. There is a maximum of one Internet entry per person and one Internet entry per email address is permitted. One vote per day per E-mail address is

permitted. WPRO-FM prohibits the use of any outside electronic voting systems. If it is determined that the candidate is not eligible to receive the grand prize, in the Station's sole judgment and discretion, the eligible baby with the second highest votes will be the grand prize winner. For eligibility consultation, this process will continue on until such time as an eligible candidate is found. In the unlikely event that no candidates are found to meet the specifications, then the prize will go un-awarded. In the event of a tie, should the two highest votes be the same number, a secret ballot vote between 5 staff members of the WPRO-FM staff shall determine the winning baby.

- 7. One (1) grand prize will be awarded. The grand prize package consists of the following: \$1,000.00 Cash from Rhode Island Credit Union. \$1,099.00 Twelve (12) Month Gym Membership to Synrgy Health & Fitness. \$200.00 Post Natal Evaluation from Synrgy Health & Fitness. \$100.00 One (1) Hour Personal Training Session from Synrgy Health & Fitness. \$1,995.00 One (1) Carat Journey Necklace from Hannoush Jewelers. All expenses and fees associated with the grand prize not expressly included in the foregoing prize description are the sole responsibility of the winner. Total grand prize package is valued at \$4,394.00.
- 8. Ten (10) voting prizes will be awarded. \$119.99 Thirty (30) Day Gym Memberships to Syngry Health & Fitness.
- 9. Odds of winning depend on a number of factors including the number of eligible entries received and listeners participating at any given time.
- 10. Should the two highest votes be the same number, a secret ballot vote between 5 staff members of the WPRO-FM staff shall determine the winning baby.
- 11. 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.
- 12. Grand Prize Winner will be announced on Friday, October 31<sup>st</sup>, 2014, at approximately 8:30am EST. Grand Prize Winner will be notified by phone 24 hours before announcement to verify eligibility including legal guardian and baby's birth date. Grand Prize Winner is required to present a valid government issued identification of their baby to verify legal guardianship and baby's date of birth before the Grand Prize is awarded on-air.
- 13. Decisions of station management with respect to the contest are final.
- 14. All prizes are awarded "as is." Prizes are nontransferable and cannot be exchanged. No substitute prize will be awarded to a winner who declines to accept a prize. The Station reserves the right to require contestants to be present at drawings in order to win their prize. The Station shall not be responsible for the failure of participating sponsors to deliver the prizes or any part thereof as described herein.
- 15. All prizes must be claimed in person at the Station at the address identified above during regular business hours and within ten (10) business days of winning, excluding holidays. After such time, ownership of said prize reverts back to the Station to be disposed of at its discretion. The winner then loses all claims and rights to said prize. Proper identification must be presented by any winner to claim prize. As a condition to receiving the prize, any potential winner must complete and sign a Winner's Affidavit and Release, releasing the Station from all liability in connection with winner's participation in the contest and acceptance, use, or non-use of the contest prize.
- 16. All entrants and winners agree that the Station shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in, winning, or losing any contest and/or by the acceptance, use, or non-use of any prize received in connection with this contest.
- 17. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of the Station to be used, disposed of

or destroyed in its sole discretion. The Station is not responsible for any incorrect or inaccurate information entered by website users, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Station's website.

- 18. All entrants and winners agree to give the Station and its licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish their name, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, and winner's voice, recorded or live, for any reason the Station deems necessary without compensation, unless prohibited by law. All winners release, discharge, and agree to hold the Station harmless from any and all claims they may have against the Station in connection with the taking, production, or the use of winners' name, city of residence, any photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations, and including winners' voices, recorded or live. All winners further acknowledge that the Station owns or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to the Station.
- 19. By participating in the Contest, each participant agrees to receive email communications from the Station regarding Station events and contests. Any participant that opts-out of these mailings will also remove themselves from the contest. By participating in the Contest, where allowed by law, participants agree that the Station may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.
- 20. By participating in the Contest, participants agree to be bound by the decisions of Station personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Station will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Station's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Station, the Station reserves the right to terminate this Contest, or make such other decisions regarding the administration or outcome as the Station deems appropriate. All decisions will be made by the Station are final. The Station may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, STATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 21. By participating in this contest, each participant agrees to waive any and all claims for damages for death, personal injury, loss of property or property damage that he or she may sustain as a result of his or her participation in the contest and/or the use of any prize, and any damages or losses arising from the implementation or carrying out of the contest or any participant's failure to win the contest or receive the prize, and to release the Station, Cumulus Media Inc. and its subsidiaries, affiliates, directors, officers, employees, agents, and all contest sponsors from any and all liability arising out of or connected in any way with his or her participation in the contest, even though that liability may arise out of an intentional act, omission, negligence or carelessness on the part of the persons or entities mentioned above.
- 22. A winners list may be obtained after Friday, October 31st, 2014 by sending a self-addressed stamped

envelope to the following address: 1505 Wampanoag Trail, East Providence, RI 02915.

23. Participating Sponsors: Rhode Credit Union, 160 Francis Street, Providence, RI 02903; Hannoush Jewelers, 685 Bald Hill Rd., Warwick, RI 02886; & Synrgy, 3 Davol Square Suite A100, Providence, RI 02903.