

**Metallica National Flyaway Contest  
National Contest  
Official Rules**

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

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

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

#### **Who Can Enter**

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1. No purchase or payment of any kind is necessary to enter or win the “Metallica National Flyaway Contest” contest (the “**Contest**”). A purchase or payment will not increase your chance of winning.
2. **THIS CONTEST IS SUBJECT TO AND GOVERNED BY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES, AND REGULATIONS. PARTICIPATION IN THIS CONTEST IS VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**
3. You must be twenty-one (21) years of age or older and a legal US citizen 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**

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5. As part of the entry process, entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (*i.e., email clubs, text clubs, and rewards programs*), the Contest Administrator and/or Participating Stations, Sponsors, or Prize Providers; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
6. From approximately 12:00am (ET) on October 29, 2021 through approximately 11:59pm (ET) on November 14, 2021 visit either one of the Participating Station websites listed on Attachment A or AUDACY.COM, click on the “Contests” button, and then click on the “Metallica National Flyaway Contest” link, completely fill out the online entry form with your name, mailing address, city, state, zip code, phone number, email address, and click the submit button. Entrants will also be provided with an opportunity to opt-in for membership/participation in Station email clubs as part of the entry process, but accepting such membership and/or agreeing to receive emails is not a condition of entry into this Contest.



7. Each individual who meets all applicable eligibility requirements set forth herein and who successfully completes the process of entering this Contest by means of the method described above shall be deemed an **"Entrant"**. Limit one (1) entry per Entrant email address.
8. 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

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9. On or about November 15, 2021 the Contest Administrator will randomly select one (1) entry from among all entries received in this Contest, subject to verification of eligibility and compliance with these Contest rules (the **"Winner"**).
10. The potential Winner will be notified within three (3) days of being selected via email at the email address such Entrant provided when completing their online entry to this Contest. Contest Administrator is only required to send one (1) email. Notification is deemed to have occurred immediately at the time the 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 seventy-two (72) 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 seven (7) days of being notified of winning, then the prize will be forfeited. In the event that the Prize is forfeited, the Contest Administrator has the right, but not the obligation, in its sole discretion, to select an alternate Winner in a random drawing of all remaining eligible online entries received.

### Prize(s)

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11. The one (1) verified Winner of this Contest will receive one (1) trip for two (2) (the Winner and one (1) guest age twenty-one (21) or older) to see Metallica live in Las Vegas including 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 Las Vegas, NV area, as determined in the sole discretion of the Contest Administrator departing on February 24, 2022 and returning on February 26, 2022; (ii) two (2) nights hotel accommodations (one (1) room, standard double occupancy) at an Las Vegas-area hotel (as determined in the sole discretion of the Contest Administrator) checking in on February 24, 2022 and checking out on February 26, 2022; (iii) two (2) tickets to see Metallica at the Allegiant Stadium located at 3333 Al Davis Way, Las Vegas, NV 89118 on February 25, 2022, and (iv) one (1) \$60 Vanilla Visa Gift Card courtesy of Blackened American Whiskey (the **"Prize"**). The Prize is valued at up to \$3,000.00 and is courtesy of Live Nation and Blackened American Whiskey.
12. **The Winner's guest must be twenty-one (21) years of age or older.**
13. The Winner and guest 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. **ENTRY REQUIREMENTS FOR THE ALLEGANT STADIUM ARE AVAILABLE AT [HTTPS://WWW.ALLEGANTSTADIUM.COM/PLAN-YOUR-VISIT/COVID-PROTOCOL](https://www.allegiantstadium.com/plan-your-visit/covid-protocol) AND ARE SUBJECT TO CHANGE BUT ARE NOT SUBJECT TO NEGOTIATION.** Refusal to comply with all applicable COVID-19 requirements will result in forfeiture of any or all Prize elements to which such refusal to comply applies, and no replacement or alternate Prize or prize element(s) will be provided. The Contest Administrator and sponsors are not responsible for replacing or reimbursing any Winner with any form of compensation for events that are canceled, rescheduled, or delayed. No alternate or replacement Prize will be awarded for any canceled, rescheduled, or delayed Prize event. All cancellations are deemed beyond the control of the Contest Administrator and its sponsors. This includes, but is not limited to, event cancellations, 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, including those subject to government mandated quarantines, travel restrictions, or stay-at-home orders. The Contest Administrator and/or its sponsors shall in no way be responsible under any circumstances whatsoever for



replacing, and/or for reimbursing any Winner(s) with any form of compensation for, any Prize(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) or portion(s) thereof be provided.

14. **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). PLEASE BE ADVISED THAT STATIONS MAY NOT RECEIVE TRAVEL DOCUMENTS UNTIL JUST A DAY OR SO BEFORE THE DEPARTURE DATE AND WILL NOTIFY WINNER AS SOON AS THE DOCUMENTS HAVE ARRIVED AND DELIVER SUCH DOCUMENTS TO THE WINNER VIA THE EMAIL ADDRESS DESIGNATED BY WINNER AT THE TIME SUCH WINNER PROVIDES AND COMPLETES ALL DOCUMENTATION BY PARTICIPATING STATIONS. IT IS THE WINNER'S SOLE RESPONSIBILITY TO ENSURE THAT HE/SHE CAN PICK UP SUCH MATERIALS, EVEN ON LAST-MINUTE NOTICE. FAILURE TO DO SO FOR ANY REASON WILL BE DEEMED FORFEITURE OF ANY PRIZE IN THIS CONTEST.**
15. **The Prize may be subject to additional terms and restrictions imposed by Contest Administrator, and any such restrictions are not subject to negotiation. Winner's guests may be required to sign one or more liability release agreements before being authorized by Contest Administrator or its sponsor to be allowed to participate as Winner's guest on a trip. IN ADDITION, SUCH WINNER AND THEIR GUEST ARE SOLELY RESPONSIBLE FOR OBTAINING ANY TRAVEL DOCUMENTS THAT MAY BE REQUIRED. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Winner and their guest will be solely responsible for all ground transportation, for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees. WINNER MAY BE REQUIRED TO PROVIDE A VALID CREDIT CARD TO CHECK INTO THE HOTEL AND TO COVER INCIDENTAL EXPENSES. Winner will be solely responsible for all ground transportation and for the pre-payment of any applicable taxes or airport, baggage, or government fees or charges.**
16. **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, 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.**
17. **Contest Administrator reserves the right to substitute ground transportation for airfare if the Winner resides within 100 miles of Las Vegas, NV and any difference in value will not be awarded.**
18. Except by the Contest Administrator, which reserves the right to substitute a Prize, in whole or in part, with another Prize or Prize portion of greater or equal value, and-except where required by law, Prize(s) may not be redeemed for cash, substituted, transferred or assigned, except as may be determined by Contest Administrator in its sole and absolute discretion on a case by case basis.

#### **Sponsor(s)**

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20. The sponsors of this Contest are Audacy Operations, Inc. Live Nation, and Blackened American Whiskey

#### **Other Rules Specific to This Contest**

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21. Odds of winning the Prize depend on the number of entries received.
22. Contest Administrator will be the sole arbiter in all matters relating to the Contest, including without limitation, Contest entries and in the interpretation of Contest rules. All decisions by Contest Administrator will be final and may not be appealed. Entry into Contests constitutes agreement by Entrants to abide by these rules, as well as any other rules established by Contest Administrator.



23. Contest Administrator is conducting this Contest concurrently and simultaneously on all Participating Stations that are located in their respective time zones. Unless otherwise expressly set forth herein, all times in these Contest rules are Eastern Time (ET). Entrants not located within the referenced time zone, must factor in the time difference in determining the dates and times stated herein.
24. Company may add or remove Participating Stations or change call letters of any Participating Station at any time during the Contest as announced on the affected station. Station participation in this Contest during the Contest dates may vary from day to day as announced on air of the affected Participating Station, and as listed as amended in Attachment A and as noted in any applicable addendum. Station will announce participation.
25. Participating Stations may individually refer to this national Contest in varying ways depending on particular Participating Station's format and what it determines to sound most appealing to its particular audience; provided, however, notwithstanding how any Participating Station refers to this Contest, the Contest is one national Contest made up of many Participating Stations.
26. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Station for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
- Limit one (1) account with the Software Provider per email address.
  - Software Provider is not a sponsor of this Contest, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "**Software Provider Policies**").
  - If the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes the Software Provider and the Station to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.
  - While agreement to the Software Provider Policies may be required in order to enter the Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.
  - Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Station in its sole and absolute discretion deems to materially and adversely affect the Contest, the Station reserves the right to (1) suspend the Contest; (2) terminate the Contest without a Winner; (3) terminate the Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Station's sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
  - Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.
27. Participating Stations may use cookies and/or collect IP addresses (an IP address is a number that can uniquely identify a specific computer or other network device on the internet) for the purpose of implementing or exercising its rights or obligations under the Contest rules, for information purposes, identifying your location (including, without limitation, to re-direct you to the appropriate geographic website, if applicable) or for any other lawful purpose in accordance with Station's privacy policy (available from a link at the bottom of the Participating Station's web site home page, which is listed below in Attachment A).
28. Information collected by Stations in connection with entering or otherwise participating in this Contest may be used in accordance with a Participating Station's privacy policy (available from a link at the bottom of a Participating Station's website home page, which is listed below in Attachment A).
29. Complete Contest rules are available online at Participating Station's websites as listed on Attachment A.



30. Winner's List: For a winner list, mail a self-addressed stamped envelope to Audacy Operations, Inc., 2400 Market St, 4<sup>th</sup> Floor, Philadelphia, PA 19103, Attn: Contest Administrator "Metallica National Flyaway Contest." 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**

### **LIST OF PARTICIPATING AUDACY AFFILIATED COMPANIES, RADIO STATIONS, AND WEBSITES**

<b>Audacy Company</b>	<b>Station</b>	<b>Market</b>	<b>Website</b>
Audacy Maryland, LLC	WJZ-FM	Baltimore, MD	<a href="https://www.audacy.com/1057thefan">https://www.audacy.com/1057thefan</a>
Audacy Massachusetts, LLC	WBGB (FM)	Boston, MA	<a href="https://www.audacy.com/big103boston">https://www.audacy.com/big103boston</a>
Audacy Illinois, LLC	WSCR(AM)	Chicago, IL	<a href="https://www.audacy.com/670thescore">https://www.audacy.com/670thescore</a>
Audacy Tennessee LLC	WRXR-FM	Chattanooga	<a href="https://www.audacy.com/rock105">https://www.audacy.com/rock105</a>
Audacy Ohio, LLC	WNCX-FM	Cleveland, OH	<a href="https://www.audacy.com/wncx">https://www.audacy.com/wncx</a>
Audacy Ohio, LLC	WKRK-FM	Cleveland, OH	<a href="https://www.audacy.com/923thefan">https://www.audacy.com/923thefan</a>
Audacy Texas, LLC	KJKK (FM)	Dallas-Ft. Worth, TX	<a href="https://www.audacy.com/jackontheweb">https://www.audacy.com/jackontheweb</a>
Audacy Texas, LLC	KRLD-FM	Dallas-Ft. Worth, TX	<a href="https://www.audacy.com/1053thefan">https://www.audacy.com/1053thefan</a>
Audacy Colorado, LLC	KQMT (FM)	Denver, CO	<a href="https://www.audacy.com/995themountain">https://www.audacy.com/995themountain</a>
Audacy South Carolina, LLC	WYRD (AM) / WORD (AM)	Greenville-Spartanburg, SC	<a href="https://www.audacy.com/espnupstate">https://www.audacy.com/espnupstate</a>
Audacy South Carolina, LLC	WTPT (FM)	Greenville-Spartanburg, SC	<a href="https://www.audacy.com/933theplanetocks">https://www.audacy.com/933theplanetocks</a>
Audacy Texas, LLC	KILT (AM)	Houston-Galveston, TX	<a href="https://www.audacy.com/sportsradio610">https://www.audacy.com/sportsradio610</a>
Audacy Kansas, LLC	KCSP (AM)	Kansas City, MO/KS	<a href="https://www.audacy.com/610sports">https://www.audacy.com/610sports</a>
Audacy Kansas, LLC	KQRC-FM	Kansas City, MO/KS	<a href="https://www.audacy.com/989therock">https://www.audacy.com/989therock</a>
Audacy California, LLC	KCBS-FM	Los Angeles, CA	<a href="https://www.audacy.com/931jackfm/listen">https://www.audacy.com/931jackfm/listen</a>
Audacy Florida, LLC	WQAM (AM)	Miami-Ft. Lauderdale- Hollywood, FL	<a href="https://www.audacy.com/wqam">https://www.audacy.com/wqam</a>
Audacy Minnesota, LLC	KZJK (FM)	Minneapolis - St. Paul, MN	<a href="https://www.audacy.com/1041jackfm">https://www.audacy.com/1041jackfm</a>
Audacy Louisiana, LLC	WKBU (FM)	New Orleans, LA	<a href="https://www.audacy.com/bayou957">https://www.audacy.com/bayou957</a>
Audacy Oregon, LLC	KGON (FM)	Portland, OR	<a href="https://www.audacy.com/kgon">https://www.audacy.com/kgon</a>
Audacy New York, LLC	WCMF-FM	Rochester, NY	<a href="https://www.audacy.com/wcmf">https://www.audacy.com/wcmf</a>
Audacy California, LLC	KRXQ (FM)	Sacramento, CA	<a href="https://www.audacy.com/krxq">https://www.audacy.com/krxq</a>
Audacy Washington, LLC	KISW (FM)	Seattle-Tacoma, WA	<a href="https://www.audacy.com/kisw">https://www.audacy.com/kisw</a>
Audacy Washington DC, LLC	WJFK-FM	Washington, DC	<a href="http://thefandc.com">http://thefandc.com</a>
Audacy Washington DC, LLC	WTEM (AM)	Washington, DC	<a href="https://www.audacy.com/theteam980">https://www.audacy.com/theteam980</a>
Audacy Kansas, LLC	KFH (AM)	Wichita, KS	<a href="https://www.audacy.com/kfh">https://www.audacy.com/kfh</a>
Audacy Operations, Inc.	n/a	Audacy	<a href="https://www.audacy.com">https://www.audacy.com</a>

