

Christmas with Kelly Clarkson 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

1. No purchase or payment of any kind is necessary to enter or win the Christmas with Kelly Clarkson 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. 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 December 13, 2021 through ending approximately 11:59pm (ET) on December 19, 2021, visit either one of the Participating Station websites listed on Attachment A or www.AUDACY.COM/KellyChristmas click on the “Contests” button, and then click on the Christmas with Kelly Clarkson 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 may receive one (1) or more bonus entries by completing one (1) or more of the following actions:
 - a. Follow the instructions on the contest entry page to share a unique contest entry URL with your friends. You will receive one (1) bonus entry for every person who enters this contest using the unique URL provided on your entry form. No bonus entries will be received if a friend enters the contest using any method other than the unique URL designated on the Entrant's entry form.
 - b. Entrants will receive five (5) bonus entries if they click the "Download the Audacy App" button on the online entry page.
 - c. Contest Administrator is not responsible for verifying that any entrant has liked or followed a social media page or downloaded Audacy app, or if an entrant continues to like or follow such social media account after any bonus entries are received.
9. 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

10. On or about December 20, 2021 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"**).
11. The potential Winner will be notified within forty-eight (48) hours 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 Contract 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)

12. The one (1) verified Winner of this Contest will receive one (1) trip for two (2) (the Winner and one (1) guest age 18 or older) to Los Angeles 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 Los Angeles, CA, as determined in the sole discretion of the Contest Administrator departing on January 27, 2022 and returning on January 29, 2022; (ii) two (2) nights hotel accommodations (one (1) room, standard double occupancy) at a Los Angeles-area hotel (as determined in the sole discretion of the Contest Administrator) checking in on January 27, 2022 and checking out on January 29, 2022; (iii) two (2) VIP tickets to the January 28, 2022 taping of the Kelly Clarkson Show (time and location of show will be disclosed after winning); and (iv) an autographed Kelly Clarkson Holiday Poster (the **"Prize"**). Prize is valued at up to \$2,500.00 and is courtesy of Atlantic Records.
13. **The Winner's guest must be eighteen (18) years of age or older.**
14. 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 **FOR THE KELLY CLARKSON SHOW TAPING ON JANUARY 28 2022, ATTENDEES MUST (A) PROVIDE PROOF THEY ARE FULLY VACCINATED IN ORDER TO ENTER. GUESTS WILL NEED TO BRING THEIR PHYSICAL VACCINATION CARD TO SHOW PROOF. FULLY VACCINATED IS TWO WEEKS AFTER RECEIVING A SECOND DOSE (OR TWO WEEKS AFTER THE SINGLE DOSE OF THE JOHNSONS & JOHNSON VACCINE). ACCEPTED US VACCINES ARE: PFIZER-BIONTECH, MODERNA, AND JOHNSON & JOHNSON. (B) GUESTS MUST RECEIVE A NEGATIVE RAPID COVID TEST RESULT ON THE DAY OF THE TAPING. GUESTS WILL BE PROVIDED WITH A RAPID COVID TEST (NASAL) WHEN THEY ARRIVE AT THE TAPING. THE KELLY CLARKSON TAPING REQUIREMENTS ARE SUBJECT TO CHANGE BUT ARE NOT SUBJECT TO NEGOTIATION.** 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 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.

15. **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.**
16. **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.**
17. **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.**
18. **Contest Administrator reserves the right to substitute ground transportation for airfare if the Winner resides within 100 miles of Los Angeles and any difference in value will not be awarded.**
19. **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)

20. The sponsors of this Contest are Audacy Operations, Inc. and Atlantic Records.

Other Rules Specific to This Contest

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.



- f. 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, 4th Floor, Philadelphia, PA 19103, Attn: Contest Administrator "Christmas with Kelly Clarkson". 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

<u>Audacy Company</u>	<u>Station</u>	<u>City</u>	<u>Website</u>
Audacy Texas, LLC	KKMJ-FM	Austin	https://www.audacy.com/majic
Audacy Maryland, LLC	WLIF-FM	Baltimore	https://www.audacy.com/todays1019
Audacy Massachusetts, LLC	WMJX-FM	Boston	https://www.audacy.com/magic1067
Audacy New York, LLC	WTSS-FM	Buffalo	https://www.audacy.com/mystar1025
Audacy Ohio, LLC	WDOK-FM	Cleveland	https://www.audacy.com/star102cleveland
Audacy Florida, LLC	WKTK-FM	Gainesville	https://www.audacy.com/ktk985
Audacy South Carolina, LLC	WSPA-FM	Greenville	https://www.audacy.com/magic989
Audacy Connecticut, LLC	WRCH-FM	Hartford	https://www.audacy.com/wrch
Audacy Wisconsin, LLC	WMHX-FM	Madison	https://www.audacy.com/mix1051fm
Audacy Tennessee, LLC	WRVR-FM	Memphis	https://www.audacy.com/1045theriver
Audacy Florida, LLC	WLYF-FM	Miami	https://www.audacy.com/litemiami
Audacy Virginia, LLC	WWDE-FM	Norfolk	https://www.audacy.com/2wd
Audacy Louisiana, LLC	WLMG-FM	New Orleans	https://www.audacy.com/magic1019
Audacy Pennsylvania, LLC	WBEB-FM	Philadelphia	https://www.audacy.com/b101philly
Audacy Virginia, LLC	WTVR-FM	Richmond	https://www.audacy.com/mix981richmond
Audacy California, LLC	KYXY-FM	San Diego	https://www.audacy.com/kyxy
Audacy Massachusetts, LLC	WMAS-FM	Springfield	http://www.947wmas.com
Audacy Missouri, LLC	KEZK-FM	St. Louis	https://www.audacy.com/kezk
Audacy Operations, Inc	n/a	Audacy.com	https://www.Audacy.com

