WQHT HOT 97 WHO'S NEXT BRICK CITY EDITION OFFICIAL CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE

MediaCo Holding Inc. ("MediaCo"), the owner of radio stations WBLS and WQHT, is giving WQHT listeners an opportunity to compete to perform an original song at 24-Hours of Peace Event taking place for 24-hours from September 5, 2025 – September 6, 2025 at Temple of Hip Hop located at 55 Ludlow Street, Newark, New Jersey 07114. (the "Contest"). This Contest is governed by these Official Contest Rules (the "Rules"), as well as by MediaCo's Official General Contest Rules ("General Rules"). In the event there is a discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern. Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest ("Participant") agrees to be bound by the terms and conditions provided in these Rules and to the extent applicable the General Rules, as well as by all interpretations of these Rules by MediaCo and by all other decisions of MediaCo which are final and binding in all matters relating to the Contest.

NO PURCHASE NECESSARY:

No purchase is necessary to enter or win a prize.

APPLICABLE LAW (VOID WHERE PROHIBITED):

All Contests are subject to and governed by applicable federal, state, and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

CONTEST SPONSOR:

The sponsor of this Contest is MediaCo (the "Sponsor").

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

Sponsor reserves the right to cancel, terminate, modify, or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus or "bugs", tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. The decision of any Sponsor to cancel, terminate, modify or suspend the Contest shall be final in all respects.

ELIGIBILITY:

Geographical, Age and Parental Consent Requirements: The Contest is open to the legal United States residents of Newark, New Jersey who are at least eighteen (18) years of age or older at time of entry. Sponsor reserves the right to refuse to award a prize to, or on behalf of, a minor unless there is consent from a parent and/or legal guardian at least eighteen (18) years of age or older at the time of entry.

Contest Entity and Immediate Family Member Ineligibility: The officers, directors, employees, contractors, and agents of MediaCo, its parent companies, and any entity involved in the sponsorship, development, production, implementation and distribution of the Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the "Contest Entity"), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest and do not qualify as Participants. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

Employer Restrictions: Participant is solely responsible for reviewing and understanding Participant's employer's policies regarding Participant's eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of their employer's policies.

HOW TO ENTER:

The Submission period begins <u>Tuesday, July 8, 2025, at 10:00AM ET and ends on Sunday, August 10, 2025, at 11:59PM ET</u> (the "Entry Period"), extended from the original end date of July 27th, 2025. Eligible Participants can enter the Contest in the following way:

Via the Internet:

<u>During the Entry Period</u>, HOT 97 listeners can visit Hot97.com/WhosNext where they will follow the on-line Contest submission instructions. Participants may enter the Contest online one (1) time only. Participants will upload a song between 3 and 4 minutes long (180-240 seconds) during the "submission period".

Entries Are the Sole and Exclusive Property of Sponsor: All Contest entries and/or related submissions become the sole and exclusive property of the Sponsor upon transmission. You will continue to own your music, but you grant Sponsor a nonexclusive perpetual, assignable license and all necessary rights to use your song on in all media in connection with this promotion, the promotion of its stations and future promotions. (Note: Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to the Contest, without additional compensation to the participant or any other individual or entity.

False Fraudulent or Deceptive Entries or Acts: Participants who, in the view of Sponsor, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and may be subject to criminal prosecution.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of the Sponsor, the Sponsor is not responsible for any problems which affect or result from participation or attempted participation in the Contest. This includes, but is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information;

- 2. Human errors;
- 3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
- 4. Inability to send a text message;
- 5. Identity theft;
- 6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
- 7. Network hackers or other unauthorized access to Sponsor's computer network;
- 8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
- 9. and Equipment malfunctions.

PRIZES:

Phase One: Thirty (30) participants will be invited to participate in a live competition before a live audience on Friday, August 15, 2025 at Temple of Hip Hop at 55 Ludlow Street, Newark, New Jersey 07114. (Previously, only three (3) participants were invited to the live competition.)

Phase Two: Fifteen (15) Winners will be chosen from the thirty (30) participants based on originality, stage presence and singing ability. Winners from August 15, 2025 competition will be invited to perform their song at Mayor Ras J. Baraka's "24-Hours of Peace" Event taking place from September 5, 2025 – September 6, 2025 at Temple of Hip Hop located at 55 Ludlow Street, Newark, New Jersey. (Previously, only one (1) participant was chosen as the winner.)

- By entering the Contest, Participant agrees to release and discharge WQHT, its parent, related, affiliated, and subsidiary companies and their respective officers, directors agents, employees and assigns, from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the Contest.
 - No transfer, assignment or substitution of a prize is permitted, except Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made.

TAXES:

Winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over Six Hundred Dollars (\$600) in prizes during any one-year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

ODDS OF WINNING: (not applicable)

This is a contest of skill and winning is based each entrant's performance originality, stage presence and singing ability. **WINNER SELECTION:**

To enter, visit Hot97.com/WhosNext during the Entry Period and follow the on-line Contest submission instructions. Participants must upload a single song that is between 3 and 4 minutes long (180-240 seconds) in length. Participants may enter the Contest online one (1) time only.

On Monday, July 28, 2025 through Sunday, August 10, 2025, between 10:00 a.m. ET and 11:59 p.m. ET only, HOT 97 listeners will be invited to vote on the submissions. Voting period will close at 11:59 pm on Sunday, August 10, 2025. Voting is advisory only to help judges decide on top thirty (30) participants, but final decision is determined by the HOT 97 judges based upon originality, composition and singing ability. Three winners for Phase One will be notified on Tuesday, August 12, 2025 by 12 noon in accordance with the information provided in your entry.

Three (3) HOT 97 judges will review submissions and score each based upon originality, composition and singing ability.

Following the performance on August 15, 2025, Three (3) Hot 97 judges will select fifteen (15) Phase 2 Winners from the thirty (30) Phase 1 Winners. To make such selection, three (3) HOT 97 judges will review the August 15, 2025 performance of each Phase 1 Winner and score such performance based upon originality, composition, stage presence and singing ability. The highest scoring performances will win the Phase 2.

Winners from August 15, 2025 competition will be invited to perform their song at Mayor Ras J. Baraka's "24-Hours of Peace" Event taking place from September 5, 2025 – September 6, 2025 at Temple of Hip Hop located at 55 Ludlow Street, Newark, New Jersey.

HOW TO CLAIM A PRIZE:

Claiming the Prize: The winner will initially be sent the required releases and prize claim forms. Winner is required to first sign the required forms and return them along with a picture ID electronically within three (3) days. Alternatively, a winner may mail the required forms to WQHT at Attn: WQHT Who's Next Brick City Edition, 48 W. 25th Street, 3rd Floor, New York, NY 10010. Participants acknowledge that any postal service mailing of the release forms to Sponsor may significantly delay the mailing of a prize. If Sponsor does not receive the completed forms within three (3) days, then the prize may be automatically be forfeited.

Prerequisites to Prize Award: Prior to being awarded a prize, winners and their guests are required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Sponsor reserves the right to deny awarding the prize if the winner or guest fails to provide satisfactory identification, as determined in the Sponsor's sole discretion.

Winner may be required to execute an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement and a completed IRS W-9 before any prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Prize Forfeiture: Any winner who fails to respond when notify or does not attend the performance, or utilize the prize will forfeit the prize. MediaCo reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Additional Costs: Any costs relating to the prizes are the sole responsibility of the winner.

WARRANTIES AND REPRESENTATIONS:

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsor that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules and the General Rules, and by all applicable laws and regulations, and the decisions of the Sponsor; and (iii) waive any rights to claim ambiguity with respect to these Rules and the General Rules.

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering the Contest, all Participants agree to <u>RELEASE</u>, <u>DISCHARGE AND COVENANT NOT TO SUE</u> MediaCo WBLS License LLC, MediaCo Holding Inc., Live Nation, and the other Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was <u>caused in whole</u> or in part by the strict liability or negligence in any form of the Released Parties.

AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other social media platform. By submission of an entry, Participant releases Facebook, Twitter, Instagram, and all social media platforms from any responsibility or liability for the Contest's administration, prizes or promotion. You are providing entry information to the Sponsors and not to Facebook, Twitter, Instagram or any social media platform.

PUBLICITY RELEASE:

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to the Contest Entities (as defined above) permission, from time to time, to reference and discuss Participant and their participation in the Contest on-air and/or on their websites in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose the Contest Entities deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

DISQUALIFICATION:

All Participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges of a Participant will be immediately terminated. Sponsor, in its sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

Sponsor reserves the right in their sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsor reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

AGREEMENT TO ARBITRATE:

To the fullest extent permitted by law, by participating in the Contest, a Participant understands and agrees that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

- 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 and under no circumstances will Participants be permitted to obtain awards for attorneys' fees, and Participants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- d. any claim or dispute regarding the Contest or these Official Rules will be resolved pursuant to the laws of New York, without regard to the conflicts of laws and rules of New York;
- e. any claim or dispute regarding the Contest or these Official Rules will be resolved in a tribunal within the state of New York, and Participants submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
- f. If for any reason a claim or dispute regarding the Contest or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

GENERAL RULES/LIST OF WINNERS:

Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: WQHT "Who's Next Brick City Edition" Contest Rules and/or Official Contest General Contest Rules, 48 W. 25th Street, 3rd Floor, New York, NY 10010. These Rules and the General Rules may also be found at www.Hot97.com/WhosNext.

For a list of any Contest winners send a self-addressed, stamped envelope to: WQHT "Who's Next Brick City Edition" Contest Winners List, 48 W. 25th Street, 3rd Floor, New York, NY 10010.

SPONSOR:

MediaCo Holding, Inc. d/b/a WQHT-FM 48 W. 25th Street, 3rd Floor New York, NY 10010