



The Lounge Terms and Conditions

Last modified: July 28, 2022

Welcome to The Lounge! With membership comes a few responsibilities. Your participation in The Lounge constitutes your acceptance of (1) all of The Lounge Terms and Conditions listed in this document and any additional terms and conditions that WWCD or any of its sponsors may impose from time to time (“The Lounge Terms” or “The Lounge Rules”), (2) WWCD’s Privacy Policy, (3) WWCD’s Terms of Use, (4) WWCD’s Contest Rules, and (5) WWCD’s Terms of Sale (collectively, “Terms”).

- Please add lounge@cd929fm.com to your safe-senders list to ensure that emails are delivered to your Lounge account email address.

Thank you for reviewing these Lounge Terms that apply to The Lounge program (“Program”), a free, loyalty-rewards program offered by WWCD, Ltd. dba CD 92.9 FM (“we,” “our,” or “WWCD”) to customers and listeners located in the United States. In order to ensure that all of our valued members are treated fairly, we have established the following Terms and Conditions so that all members who participate in the Program will understand how the Program operates.

These Lounge Terms are between you and WWCD. They govern our respective rights and obligations. These Lounge Terms incorporate by reference (1) WWCD’s Privacy Policy, (2) WWCD’s Terms of Use, (3) WWCD’s Contest Rules, and (4) WWCD’s Terms of Sale (collectively, “Terms”). Together, these Terms constitute the entire agreement between you and WWCD related to this Program.

In the event of any conflict between these Lounge Terms and any other Terms, these Lounge Terms control, except that if these Lounge Terms conflict with WWCD’s Contest Rules, WWCD’s Contest Rules control unless expressly stated otherwise.

By enrolling, and by continuing to use the Program, you accept these Terms. From time to time, we may make changes to these Terms or terminate the Program. If we make material changes or terminate the Program, we will notify you by e-mail and/or by posting the new terms on The Lounge website.

BY APPLYING FOR MEMBERSHIP IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS. NO PURCHASE IS NECESSARY TO BECOME A LOUNGE MEMBER. VOID WHERE PROHIBITED BY LAW.

Summary

- To participate in The Lounge, you must be 18 years of age or older and a resident of the United States and meet other eligibility requirements as outlined in these Terms.



- Your account user name and password are strictly confidential, and you may not share your account user name and password with anyone else.
- You must provide and maintain a valid email address and promptly update your account with any changes. You acknowledge that WWCD will communicate with you about program changes, rewards, and promotional materials via e-mail and The Lounge website.
- Lounge Points have no cash value, are nontransferable, and are valid only for redemption in The Lounge as further explained in these rules or in our Contest Rules.
- As long as you maintain an active Lounge membership, your Lounge Points will not expire, although we reserve the right to terminate memberships that have been inactive for more than 12 months. All Lounge Points expire if your account is terminated for any reason.
- Lounge Tips expire at 11:59 pm on the date announced on the air.
- Unless otherwise specified, all Lounge contest winners are randomly selected on the next business day after the Contest ends. Winners will be notified by email. Odds of winning depend on the number of entries received. See Contest Rules for all of the details.
- If you have any questions, you can reach The Lounge Customer Service by sending an email to lounge@cd929fm.com.

- **Alternate Method of Entry**

Eligible Entrants may enter any WWCD random-drawing contests/sweepstakes by complying with the following instructions. Legibly handwrite (1) your full legal name (i.e., first and last names), (2) complete home address (i.e., street number, street name, city, state, zip code), (3) phone number (including area code), (4) email address, (5) date of birth (you must be 18 years of age or older to enter all WWCD Contests unless otherwise specified in the Contest Terms; some Contests require Entrants to be 21 years of age or older or may have other age restrictions), and (6) the name of the Contest on a 3 x 5 notecard. Mail the fully completed 3 x 5 notecard in an envelope with proper postage affixed to WWCD, Ltd., 1036 S. Front St., Columbus, OH 43206.

Unless The Lounge Rules or the Contest Rules/Terms provide otherwise, Entrants may send as many handwritten, mail-in entries for the random-drawing contests/sweepstakes as they wish (and each must be mailed separately in an envelope affixed with proper postage). Photocopied and/or mechanically produced mail-in entries are not accepted and will be discarded. All mail-in entries must be received by the date listed on the Contest page for which the mail-in entry is submitted. Upon receipt, mail-in entries become the property of WWCD, and they will not be returned. WWCD is not responsible for late, lost, damaged, incomplete, misdirected, or illegible entries.

Eligible Entrants also may enter any WWCD random-drawing contest/sweepstakes by completing all required information requested on the online Alternate Method of Entry form provided on WWCD's website.

Unless The Lounge Rules or the Contest Rules/Terms provide otherwise, Entrants may complete as many online entries for the random-drawing contest/sweepstakes as they wish. Each entry must be separately completed without the use of any robotic, automatic,



programmed, or similar entry method. You may not enter a Contest more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. Failing to comply with The Lounge Rules or the Contest Rules will void all entries and will result in disqualification.

Any online entries must be received by the date listed on the random-drawing contest/sweepstakes page for which the online entry is submitted. Upon receipt, online entries become the property of WWCD.

- See complete Contest Rules for all of the details.

NO PURCHASE IS NECESSARY TO ENTER OR TO WIN ANY WWCD CONTESTS/SWEEPSTAKES AND MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION IN WWCD CONTESTS/SWEEPSTAKES IS VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW.

Eligibility

Membership in the Program (“Membership”) is limited to individuals only and is limited to one account per individual. Businesses (public or privately owned; for profit; nonprofit) and governmental entities cannot be members, although each of their employees is entitled to membership.

You must be age 18 years or older and a resident of the United States to be eligible for Membership.

Married persons, spouses, and/or household members may not share a Membership.

Employees of WWCD and their family members (defined as spouses, children, parents, grandparents, siblings) or people living in the same household as a WWCD employee are not eligible to participate in The Lounge.

WWCD reserves the right to audit any membership account at any time, at its sole discretion, and without notice to the member. Accounts may be inactivated, without notice to the member, if fraud, cheating, abuse, misuse, or any other misconduct (as defined solely by WWCD) is suspected.

Creating an Account

You will need to create an account to use all or part of the Program. You must complete the registration process by providing WWCD with current, complete, and accurate information, as prompted by the applicable registration form. Your user name and password are for your personal use only and should be kept strictly confidential. You understand that you are responsible for all use (including any unauthorized use) of your user name and password. Notify our Customer Service team immediately if your user name or password is lost or stolen or if you believe there has been unauthorized access to your account.



FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. You agree to notify WWCD immediately of any unauthorized use of your account or any other breach of security. Neither WWCD nor its licensors will be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for any losses incurred by WWCD, its licensors, or another party due to someone else using your account or password.

WWCD may reclaim, or require you to change, your user name for any reason.

Lounge Points

Each new Member will receive 929 Lounge Points upon registering a valid account that complies with these Terms. Members may accrue additional Lounge Points by successfully completing specified Program Elements (such as entering Lounge Tips, surfing the web, watching videos, participating in Sounding Board surveys, or taking surveys) (singularly, “Element,” and collectively, “Elements”). Lounge Point awards vary by Program Element. See specific Element for details. Program Elements are subject to change or termination without notice.

Lounge Points can be redeemed only within The Lounge. Lounge Points do not have any cash value (unless required by law) and can be redeemed only for Contest Entries, Redemptions, or any other Lounge offerings. WWCD may, in its sole discretion, allow Lounge Points to be redeemed for other benefits or items of merchandise from time to time. However, unless expressly permitted by WWCD, Lounge Points are never redeemable for cash, for another product, for gift cards, or for e-gift certificates, and Lounge Points cannot be used as payment for any paid services or our subscription programs. Any entitlement to benefits under this Program, advertised offers, credits, or coupons have no cash value.

All Lounge Points are nontransferable, cannot be sold, returned, or exchanged for cash, another product, gift card, or e-gift certificate unless pursuant to a specific offer from WWCD. You may not transfer or assign your Lounge Points, Program membership, or any Program benefits.

It is our hope that you will redeem your Lounge Points on a regular basis. All unredeemed Lounge Points will expire when your account is terminated for any reason. Your Lounge Points will automatically expire if your Membership is revoked or otherwise canceled for the reasons further detailed in these Terms, which include the Contest Rules.

WWCD is not responsible for any Lounge Points or other rewards or benefits lost due to fraudulent or unauthorized use.

If you feel that there is an error with the calculation of your Lounge Points, please email The Lounge Customer Service at lounge@cd929fm.com for assistance.

Lounge Contests, Redemptions, and Other Offers

All Lounge Contests and Redemptions and any other offers are for a limited time, while supplies last, and provided on a first-come, first-served basis. Quantities of each are limited and you must



be a registered Lounge member in order to redeem offers. Lounge members may only redeem one of each item per transaction unless otherwise specified. Lounge Points will be deducted at the time of redemption. Lounge offerings are subject to change, alteration, substitution, or termination by WWCD in its sole discretion at any time.

You are solely responsible for any taxes incurred by you relating to the receipt of Lounge Points, Lounge Contests items, and/or Lounge Redemption items. Lounge items that you redeem or win through The Lounge must be picked up at WWCD, 1036 S. Front St., Columbus, Ohio 43206, during normal business hours. Please check our website for contact information and hours of operation. To arrange a time to pick up any items that you redeemed or won through The Lounge Marketplace, please call 614-221-9923 or email The Lounge Customer Service at lounge@cd929fm.com. If you are unable to pick up your items at WWCD, please contact The Lounge Customer Service.

See specific contests, redemptions, or offerings for any additional terms and conditions.

Membership Cancellation

You may cancel your membership in the Program at any time (1) by canceling your account online (log in to The Lounge; go to Account/Membership Profile/Subscriptions) or (2) by contacting The Lounge Customer Service at lounge@cd929fm.com. If your membership is canceled (either by you or by WWCD), you forfeit any unclaimed Lounge Points, rewards, benefits, credits, or any other offers. We may not issue you any rewards or offers if we terminate your account because of conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of Program membership, or is harmful to our interests or to another listener, customer, or any other individual. We also reserve the right to deny future membership if we deem your conduct to violate these Terms. Our failure to insist upon or to enforce your strict compliance with any of these Terms will not constitute a waiver of any of our rights.

Agreeing to WWCD's Privacy Policy

WWCD values your privacy. BY SUBMITTING AN APPLICATION FOR MEMBERSHIP IN THE PROGRAM, YOU AGREE TO BE BOUND BY WWCD'S APPLICABLE PRIVACY POLICY, OUR TERMS OF USE, OUR CONTEST RULES, AND OUR TERMS OF ONLINE SALES. As explained in our Privacy Policy, we use, and retain the information we collect to, among other things, detect security incidents, and protect against malicious, deceptive, fraudulent, or illegal activity, including attempts to manipulate accumulated Lounge Points and benefits or to violate these Terms.

Communications with WWCD; How to Opt Out

By applying for Membership in the Program, you agree to receive advertising, marketing materials, and other communications from WWCD. By signing up to join the Program, you automatically will be subscribed to receive Program emails.

If you do not wish to receive these communications, you can request that they be discontinued by emailing The Lounge Customer Service at lounge@cd929fm.com or by calling 614-221-9923. You still will receive emails containing information relating to your account.



Changes, Termination, and/or Removal From Program

WWCD may, in its sole discretion, alter, limit, or modify the Program rules, regulations, benefits, Points, Redemptions, Rewards, eligibility for Membership, or any other feature of the Program (including assigning any of its obligations to customers under the Program at any time to another person or entity, without recourse) or may terminate the Program any time at its sole discretion, by posting any such changes on the Lounge website.

WWCD reserves the right to exclude individuals from the Program or to remove Lounge Points from any member's account in its sole but reasonable discretion. In particular, any abuse, manipulation, or "gaming" of the Program or its rules (as determined by WWCD), failure to follow any terms of the Program, Membership inactivity for more than 12 months, any misrepresentation or any conduct detrimental to the interests of WWCD not otherwise protected by law may subject members to Membership revocation or deduction of Lounge Points obtained through these abusive or manipulative activities and will affect eligibility for further participation in the Program. Membership is nontransferable and Membership redemptions or any purchases must be made by the member. If your Membership is revoked or otherwise canceled, any Lounge Points in your account will automatically expire and be forfeited.

WWCD may, in its sole discretion, make changes to its website and to these Terms (including all applicable terms, conditions, limitations, and requirements) at any time and without notice to you. It is your responsibility to check or to review these Terms from time to time to stay informed of any changes. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

By joining the Program or continuing to be a member of the program, you agree to be bound by any such changed Terms. **YOUR CONTINUED MEMBERSHIP IN THE PROGRAM AFTER ANY CHANGES ARE MADE TO THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP. WWCD MAY TERMINATE, CANCEL, CHANGE, OR SUSPEND THE PROGRAM AT ANY TIME.**

Additional Limitations

- We reserve the right to accept or to refuse membership in our discretion.
- We may send you email and other communications related to your Membership.
- You may not transfer or assign your Membership or any Membership benefits, including any promotional codes or passwords needed to gain access to the paid Membership Program.
- Lounge Members are not permitted to obtain any items offered via The Lounge for the purpose of sale.
- From time to time, WWCD may choose in its sole discretion to add or to remove Lounge Membership benefits.

Limitation of Liability



TO THE FULLEST EXTENT PERMITTED BY LAW, WWCD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION OR MEMBERSHIP IN THE PROGRAM, INCLUDING DAMAGES ARISING OUT OF CHANGES TO OR TERMINATION OF THE PROGRAM. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, AND CLAIMS OF THIRD PARTIES. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS ON WWCD'S LIABILITY SET FORTH HEREIN SHALL APPLY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, OR WHETHER IN TORT, CIVIL LIABILITY BY WAY OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BY AGREEING TO THESE TERMS, YOU WILLINGLY AGREE THAT YOU HAVE RELINQUISHED YOUR RIGHT TO SEEK THESE DAMAGES FROM WWCD AND THAT THIS IS A REASONABLE ALLOCATION OF RISK. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU ALSO MAY HAVE ADDITIONAL OR OTHER RIGHTS AS THEY VARY FROM STATE TO STATE.

Copyright

All Program design, text, graphics, logos, button icons, images, audio clips, the selection and arrangement thereof, and all proprietary software is Copyright © 1990-2022 WWCD, Ltd. ALL RIGHTS RESERVED. The compilation (meaning the collection, arrangement, and assembly) of all Program content is the exclusive property of WWCD and protected by United States and international copyright laws. All software used in connection with the Program is the property of WWCD or its software suppliers and is protected by United States and international copyright laws. Unless otherwise indicated on a particular part of the Program materials, permission is granted to electronically copy and to print in hard copy portions of the Program materials for the sole purpose of accessing the Program and the services provided therein for personal use. Any other use of Program materials—including but not limited to reproduction, modification, distribution, republishing, transmission, display, or performance—without the prior written permission of WWCD is strictly prohibited.

Severability

The provisions of this Program are intended to be interpreted in a manner that makes them valid, legal, and enforceable. In the event any provision is found to be partially or wholly invalid, illegal, or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable. It is expressly understood and agreed between the parties that such modification or restriction may be accomplished unilaterally by WWCD, or alternatively, by disposition of an arbitrator or a court of law. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from the Program Terms without affecting the validity, legality, or enforceability of any of the remaining provisions.



Legal Information/Dispute Resolution

We hope that your experience as a member of The Lounge remains pleasant and free of disputes. In the event of a dispute, you agree that you will try to resolve the dispute through negotiation with WWCD. If agreement cannot be reached through negotiation, you agree to seek resolution on an individual basis only through a Court having competent jurisdiction in the State of Ohio. You agree that all disputes regarding the Program shall be governed by the substantive laws of the State of Ohio, without regard to conflicts of law rules. In other words, if you decide to file a claim against WWCD regarding anything relating to or involving the Program, Ohio law will control that claim. The exclusive jurisdiction for deciding any disputes or any claims shall be in Columbus, Ohio. If a Court finds any portion of the Program or of these Terms to be invalid, void, or for any reason unenforceable, the remaining portion of the Program and these Terms shall remain in full force and effect. Any invalidated portion shall not affect the enforceability of any remaining portion of the Program or these Terms. In addition, YOUR CONTINUED MEMBERSHIP IN THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, OR ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

Headings

The headings appearing in these Terms are inserted only as a matter of convenience; they do not define, limit, construe, or describe the scope or intent of the provisions of these Terms.

Additional Information on the Program

If you have any questions regarding the Program, you may email The Lounge Customer Service at lounge@cd929fm.com or call 1-614-221-9923.