

**KAT COUNTRY 103's "KAT SPLASH SUMMER 2023" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station KATM-FM ("Station"), 3127 Transworld Dr. #270, Stockton, CA 95206, during available business hours Monday through Friday, on the Station website www.katm.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **Kat Country 103 "Kat Splash Summer 2023"** Contest (the "Contest") substantially as described in these rules, and by participating, each entrant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

Eligibility. This Contest is open only to legal U.S. residents of the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, **excluding Florida and New York residents**, age **eighteen (18) or older** at the time of entry with a valid Social Security number, who own their home, who reside **within 65 miles of Salida, CA and within Stanislaus, San Joaquin or Merced counties or the California cities of Antioch, Brentwood, Oakley, Byron or Discovery Bay**, and who have not won a prize from the Station in the last 90 days valued at \$500 or more and whose immediate family members or household members have not won a prize from the Station in the last 90 days valued at \$500 or more. **Void where prohibited by law.** Employees of Station, Cumulus Radio LLC and each of their parent companies, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Station's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. There may only be one (1) Qualifier per household and/or immediate family and a person may only qualify one (1) time during this Contest Period. The first person to qualify will be the one (1) and only one (1) Qualifier per household or immediate family member and all others are ineligible to enter.

2. **Contest Period:** The Contest entry period will begin at **7:00am PT on May 15, 2023** and will **run** through **11:59pm PT on August 4, 2023**. The on-air entry period will begin on or around **7:00am PT on May 15, 2023** and will **run** through **on or around 5:00pm PT on July 21, 2023**, excluding May 29, 2023 (Memorial Day), June 19, 2023 (Juneteenth), July 3, 2023 and July 4, 2023 (Independence Day) ("On-Air Entry Period"). The online entry period will begin on or around **5:00pm PT on July 21, 2023** and will run through on or around **11:59pm PT on August 4, 2023** ("Online Entry Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.**

On-Air: Listen to the Station weekdays between approximately 7:00am to 8:00am, 11:00am to 12:00pm, and 4:00pm to 5:00pm PT during the On-air Entry Period. When the Station plays the "cue-to-call" sounder, listeners must call the Station at (209) 766-5103. Caller **thirteen (13)** to the Station, as determined by the Station in its sole discretion, will qualify to be a finalist at the Finale Event (as described below) (each a "Finalist ") where they will be eligible to win the Grand Prize (described below), subject to verification of eligibility and compliance with the terms of these rules. **Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:** Due to the time delay that exists between the Station's analog over-the-air signal and the Station's online webcast, listeners who listen to the Station online may hear

the cue to call later than listeners listening to the Station's analog over-the-air signal. As a result, the odds of an online listener entering this Contest on-air may be diminished.

Online: During the Online Entry Period, visit the Station's website www.katm.com, click on the "Contest" link, click on the "Kat Splash Summer 2023" Contest link, and complete an entry form. All entries must be received by **11:59pm PT on August 4, 2023** to be eligible to win. **Limit one (1) entry per person per day, regardless of how many email addresses a person may possess and use.** Each weekday at or around 7:20am PT from August 7, 2023 through August 11, 2023 (each a "Selection Day"), Station will select five (5) entries in a random drawing from among all valid online entries received during the Online Entry Period. The names drawn on that Selection Day will be announced on the air and the selected individuals will have ten (10) minutes to call the Station at **209-766-5103** to become a Finalist. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to submit more than one (1) entry per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the telephone number by the wireless carrier or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted.

4. **Winner Selection.** On or about **August 19, 2023** at approximately **12:00pm PT**, Station will conduct the "Rubber Ducky Splash-Off" at Ten Pin Fun Center at 3700 Countryside Dr. Turlock, CA 95382 ("Finale Event"). All Finalists will be required to register with Station for the Finale Event between 10:30am and 11:50am PT with valid identification and proof of home ownership (eg. A title deed with their name on the title or a mortgage statement with their name on it). All registered Finalists will be randomly divided into three (3) groups, and each group will play a different game. All Finalists must be ready to participate in the Finale Event at 12:00pm PT. Finalists who are not present when the Finale Event starts at approximately 12:00pm PT will be disqualified. Finalists will be assigned a rubber duck with a unique number corresponding to each Finalist. All Finalists will throw their rubber duckies at a kiddie pool from a specified distance from the pool one at a time. All Finalists whose ducky lands inside the pool will move on to the next round. Finalists who remain eligible will repeat this activity from successively further distances and so on until one (1) Finalist remains. Should more than one (1) Finalist remain after the furthest distance is reached, the remaining Finalists will repeat tossing their rubber duckies from the furthest distance reached until only one (1) Finalist remains. The lone remaining Finalist will win the Grand Prize. All Finalists must be present for the duration of the Finale Event to be eligible to win. The winning entrant may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Station's decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to claim the Grand Prize within the time frame provided below will result in disqualification and forfeiture of the Grand Prize.

Proxy Needed Due to Physical Disability or Sickness. Should a Finalist be physically unable to participate in the Finale Event due to illness related to COVID-19 or physical disability, as verified by a doctor's note, then the Finalist should no later than 10:00am PT on August 16, 2023 (a) provide a doctor's note to the Station, and (b) alert the Station as to the full legal name of the person who will be the Finalist's proxy. After the one (1) and only one (1) proxy's name is given, no other substitutions will be allowed for any

reason. The Finalist's proxy must meet the qualifications above by presenting a current, valid government issued photo ID and copy of the original Finalist's deed or mortgage statement and check-in with the Station timely. Should a Finalist requesting a proxy not receive a confirmation from the Station that Station has received all information needed for Finalist to designate a proxy, then it will be deemed not received for purposes of proxy substitution. Alerting the Station as to the need for a proxy substitution due to physical disability and/or illness is the sole and exclusive responsibility of the Finalist.

5. **Verification of Potential Winner.** POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email and/or telephone call after the date of random drawing and/or winner determination. The potential winner will be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the Contest Prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified or determined ineligible for any reason, Station may award the applicable prize to the second place finisher in the Finale Event. If the second place finisher is disqualified or determined to be ineligible, Station may award the prize to an alternate winner by random drawing from among all remaining eligible Finalists.
6. **Prizes.** Up to **One Hundred Sixty-Three (163)** Qualifying Prizes will be awarded in this Contest. Each Qualifying Prize is rental of a bowling lane for up to one (1) hour plus shoe rentals for up to six (6) people (on Wednesdays or Thursdays only) at Ten Pin Fun Center, 3700 Countryside Dr. Turlock, CA 95382. The approximate retail value ("ARV") of each Qualifying Prize is Fifty Four Dollars (**\$54**).

One (1) Grand Prize will be awarded in this Contest. The Grand Prize is a custom designed in-ground swimming pool, including filtering and drainage system, with concrete decking, as permitted by yard dimensions, with at least seven (7) linear feet of access provided by Trademark Pool and Spa Inc. (5492 Pirrone Road, Ste A, Salida, CA 95358) ("Grand Prize Provider"). **ARV up to Sixty Thousand Dollars (\$60,000).** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a prize depend on a number of factors including the number of eligible entries received during the Contest Period and listeners participating at any given time.

The Grand Prize will not exceed 85 perimeter feet and 400 square feet. The winner's name must be on the deed of the property where the Grand Prize will be installed. Grand Prize Provider will inspect the property to determine eligibility to receive the Grand Prize. The decision of Grand Prize Provider on the fitness of the winner's property for the Grand Prize will be in Grand Prize Provider's sole discretion. If a pool already exists on winner's property, Grand Prize Provider may be able to refurbish or make improvements to existing pool not to exceed the Grand Prize ARV. Winner is responsible for all permit fees and the costs required by the locality in which the pool is constructed and for such costs outside of normal excavation proceedings. Winner agrees to be bound by the terms and conditions contained in Grand Prize Provider's contract and the ancillary disclaimers and agreements, which are available for inspection at Grand Prize Provider's location prior to the Finale Event. Grand Prize Provider is not responsible for any costs associated with mitigating any easement, encroachments, or fees in obtaining any variances or the release of any restrictions that may be required by the locality in constructing the pool, nor for any increase in the winner's real property taxes and water rates associated with the pool's construction. Construction must

begin on or before March 31, 2024 or Grand Prize will be forfeited unless the delay is the result of scheduling by Grand Prize Provider.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

7. **Entry Conditions and Release.** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Cumulus Media New Holdings Inc., and each of their affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a entrant’s entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant’s participation in the Contest and/or entrant’s acceptance, use, non-use or misuse of the prize.
8. **Publicity.** Participation in the Contest constitutes entrant’s consent to use by the Station and its agent of entrant’s name, likeness, photograph, voice, opinions, entry, and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
9. **Taxes.** 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.
10. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but

not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. **Disputes.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (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 attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.
13. **Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
14. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

CONTEST SPONSOR: Cumulus Radio LLC, 3127 Transworld Dr., Stockton, CA 95206

GRAND PRIZE PROVIDER: Trademark Pool and Spa Inc., 5492 Pirrone Road, Ste A, Salida, CA 95358

QUALIFYING PRIZE PROVIDER: Ten Pin Fun Center, 3700 Countryside Dr., Turlock, CA 95380