

**KIIM-FM'S "BATTLE OF THE BANDS" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station KIIM-FM ("Station"), 575 W Roger Road Tucson, AZ 85705, during available business hours Monday through Friday, on the Station website www.kiimfm.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **KiiM-FM's "Battle of the Bands"** 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 Arizona, age eighteen (18) years or older at the time of entry with a valid Social Security number, who are members of a country music band. All band members must be eighteen (18) years or older at the time of entry. **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.

2. **Contest Period.** The Contest will begin at **12:01am MT on Monday, November 3, 2025 and will run through approximately 10:00pm MT on Thursday, February 19, 2026** (the "Contest Period"). The Station's computer is the official timekeeping device for this Contest. This Contest will have several periods with associated deadlines which will each individually and collectively be adhered to and will consist of the following: (a) Artist Registration Period, (b) Judging Period, (c) Battle of the Bands Semi-Finals and (d) Final Event, all as described below.

(a) Artist Registration Period. The Artist Registration Period will begin at 12:01am MT on Monday, November 3, 2025 and will run through 11:59pm MT on Sunday, December 14, 2025.

(b) Judging Period. The Judging Period will begin at 8:00am MT on December 15, 2025 and will run through 5:00pm MT on December 19, 2025. Finalists (as defined below) will be notified during the Judging Period as they are selected.

(c) Battle of the Bands Semi-Final Events.

- i. **Battle of the Bands, Round One:** Thursday, January 15, 2026, 7:30pm – 10:00pm MT at Desert Diamond Casino's Diamond Center (1100 W Pima Mine Rd, Sahuarita, AZ 85629).
- ii. **Battle of the Bands, Round Two:** Thursday, January 29, 2026, 7:30pm – 10:00pm MT at Desert Diamond Casino's Diamond Center.
- iii. **Battle of the Bands, Round Three:** Thursday, February 5, 2026, 7:30pm – 10:00pm MT at Desert Diamond Casino's Diamond Center.

(d) Battle of the Bands, Finale Event. The Finale Event will take place Thursday, February 19, 2026, 7:30pm – 10:00pm MT at Desert Diamond Casino's Diamond Center.

3. **How to Enter.**

Online: Visit the Station's website www.kiimfm.com during the Artist Registration Period, click on the "Contest" link, click on the "Battle of the Bands" Contest link, and complete an entry form, which includes providing a music sample. All entries must be received by 11:59pm MT on December 14, 2025 to be eligible to be selected as a Semi-Finalist (as defined below) in the Battle of the Bands. **Limit one (1) entry per band, regardless of how many email addresses any individual band member may possess and use.** Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to submit more than one (1) entry 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. **Semi-Finalist Selection.** On or about 10:00am MT on Monday, December 15, 2025, a panel of Station judges will select nine (9) potential semi-finalists (each a "Finalist") from among all valid entries received by Station during the Artist Registration Period. Station will contact Semi-Finalists between approximately December 15, 2025 and December 19, 2025. Each Semi-Finalist will be contacted using the email address and/or telephone number provided with the entry (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 Semi-Finalists are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within one (1) day of notification or failure to claim the Semi-Finalist spot within three (3) days of verification as a Semi-Finalist will result in disqualification and forfeiture of the Semi-Finalist spot. **Each potential Semi-Finalist selected must be able to perform live on all of the dates of the Semi-Final Events listed above in Section 2(c) and, if selected as a Finalist (as defined below), at the Final Event.** If a potential Semi-Finalist has a scheduling conflict with any of the dates of the Semi-Final Events or the Finale Event, the Semi-Finalist will be disqualified. If a potential Semi-Finalist is disqualified for any reason, Station will select another Semi-Finalist until there are nine (9) Semi-Finalists confirmed.

(a) Battle of the Bands Semi-Final Events. There will be three (3) Semi-Final Events, the dates of which are listed above in Section 2(c). Station, in its sole discretion, will separate the nine (9) Semi-Finalists into three (3) groups of three (3). Each group of three (3) will perform at one (1) of the Semi-Finalist Events, as scheduled by Station in its sole discretion. **Semi-Finalists do not get to pick the date they will perform.** At each Semi-Final Event, a panel of Station judges will select, in their sole discretion, one (1) Semi-Finalist from that Semi-Finalist Event to be a finalist (each a "Finalist") to move on to the Final Event. **Semi-Finalists must remain present for the entire duration of the Semi-Final Event to be eligible to be a Finalist.**

5. **Final Event/Winner Selection.** On or about 10:00pm MT on Thursday, February 19, 2026 at the Finale Event (as described above in Section 2(d)), each Finalist will perform live. After all the Finalists perform, a panel of Station judges will select one (1) potential winner from the three (3) Finalists. **Finalists must remain present for the entire duration of the Finale Event to be eligible to win.** The winner will be notified at the time of selection at the Finale Event and 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 respond to the initial verification contact within one (1) day of notification or failure to claim the prize within three (3) days of verification as a winner will result in disqualification and forfeiture of the prize.

6. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS 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 may 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 one (1) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) to claim the 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 for any reason, Station may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Unclaimed prizes may not be awarded.
7. **Prize.** One (1) prize will be awarded in this Contest. The winner will receive:
- \$1,500 cash card;
 - The opportunity to open for the Official Rodeo Concert at Desert Diamond Casino's Diamond Center on Saturday, February 28, 2026; and
 - The opportunity to participate as an opening act at the 2026 Conquistadores Concert at Rillito Park (March 2026; exact event date TBA).

The approximate retail value ("ARV") of each prize is One Thousand Five Hundred Dollars (\$1,500).

TOTAL ARV OF ALL CONTEST PRIZES IS: One Thousand Five Hundred Dollars (\$1,500).

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.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, in 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.

If any prize or a portion of any prize is postponed, cancelled, or otherwise unavailable due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Station or any Sponsor, then no substitution shall be provided. Station and any Sponsors make no representation or warranty about the safety of any prize. By accepting and using a prize, each winner

acknowledges and assumes all risks of accepting and using the prize, and any other risks associated with the prize.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **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, KIIM-FM; 575 W Roger Road, Tucson, AZ 85705.

PRIZE SPONSOR: Desert Diamond Casino; 1100 W Pima Mine Rd, Sahuarita, AZ 85629.