

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

KOOL BATTLE OF THE COVER BANDS 2017
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

1. HOW TO ENTER

- a. These rules govern KOOL Battle of the Cover Bands 2017 (the "Promotion") being conducted by KOOL-FM (the "Station") beginning on August 14, 2017 and ending on Saturday, September 23, 2017 (the "Promotion Period").
- b. To enter the Promotion entrant may enter online beginning on August 14, 2017 at 8:00 AM Mountain Standard Time ("MST") and ending on Sunday, September 10, 2017, at approximately 11:59 PM MST (the "Entry Period").
- c. To enter online, visit www.koolradio.com and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Entrants must also provide a link of a Video Submission (see below) in the online entry form. Entrant must record an original video of his/her band or solo act performing and singing a song (or portion of a song) of their choice ("Video Submission") and upload the Video Submission in the Entry Form. Entrant must be in the Video Submission. All Video Submissions must be in one (1) of the following formats: .mp4, .mov or .wmv and must be under 100 MB in size and no longer than five (5) minutes). Video Submissions will not be posted but will be used by the Station for judging the entries for selection of semi-finalists. Song choices are limited to one (1) song from the Station's playlist including artists such as: Bon Jovi, Billy Joel, Elton John, Rod Stewart, Doobies, Chicago, Michael Jackson, Fleetwood Mac, Rolling Stones, Steve Miller, Huey Lewis. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. Entries containing more than one (1) Video Submission or more than one (1) song will be disqualified.
- d. Entrant must have the right to submit any Video Submission ("Content"). Content submitted by an entrant may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights including but not limited to copyrights or trademarks. Content

must be the original work of entrant, and any elements appearing in the Content, including, without limitation, photographs, comments, art or any other materials, must be entrant's own original work, created by entrant, or be in the public domain. As determined by the Station in its sole discretion, Content must not include, depict, reference or promote any indecent or inappropriate subjects or include obscenities, profanity, offensiveness, materially dangerous activities or violence, sexual explicitness, drug use, commercial products or services of third parties, material that is defamatory, disparaging, misrepresentative, discriminatory, false or misleading, or otherwise unlawful, or any material that infringes on another's rights. The Station reserves the right to disqualify any entry that includes Content that it deems, in its sole discretion, to be indecent or inappropriate, unsuitable for public display, broadcast, or posting on any Station-administered website (i.e., entries must be radio clean), otherwise in violation of these guidelines or which communicate messages or images inconsistent with the positive images and/or goodwill to which the Station and its sponsor(s) wish to associate. Entries that do not comply with these guidelines may not be eligible.

- e. Entrant may submit only one (1) Video Submission per band/artist during the Promotion Period. Incomplete and/or multiple and/or duplicate entries by the same or multiple entrants will be disqualified. Valid entries must contain all information requested. All bands will be required to submit a Release along with their entries. Any band who has not submitted a Release will be disqualified. Entrant further understands that the use and exploitation of the Website link may subject him/her to risk of notoriety, publicity, ridicule, scorn and/or indignity.
- f. No member of any band may be signed to a fully executed major record label contract that guarantees the release of 1 or more albums/CDs. If the right of the Entrant to submit the video or the right of the Station to link to the website containing the video is contested by a third party claiming infringement of their rights, Station reserves the right to remove the link from its site and disqualify the Entrant from further participation in the Contest.
- g. There will be up to ten (10) Finalists and one (1) winner selected in the Promotion. **The winning band must be able to attend the final event on Saturday, September 23, 2017 taking place at the Talking Stick Resort & Casino located at 9800 Talking Stick Way, Scottsdale, AZ 85256 with registration beginning at 2:00 pm MST ("Final Event").**

2. ELIGIBILITY RESTRICTIONS (Applies to each member of the band)

- a. The Promotion is open to all persons who are legal U.S. residents 21 years of age or older as of August 14, 2017 and who reside in the Phoenix Metropolitan Area-Arizona residents only including Maricopa and Pinal Counties. Void where prohibited or restricted by law. Employees, officers, directors and agents of Talking Stick Resort, Casino Arizona, the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors,

prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Phoenix metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

- b. Each member of the winning band may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.
- c. The winning entries, including any and all band members, from the 2016 KOOL Battle of the Cover Bands contests, are not eligible to participate in this Promotion.
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

- a. One (1) Prize will be awarded in this Promotion. The Prize consists of \$1,000 (to be awarded to the winner of the Final Event contest) and the opportunity to perform as "KOOL's Cover Band" at Station events. The Prize will be awarded in the form of a check payable to the designated Prize winner upon verification of eligibility and compliance with these rules. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. The prize is awarded as is. The prize will be awarded in the form of a check payable to the Entrant of the winning band (designated "Prize winner") upon verification of eligibility and compliance with these rules. The Prize winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize.
- b. No more than the stated number of prizes specified in these official rules will be awarded. Winner prize check will not be awarded or processed until the prize winner has claimed the prize at the station, presented all required documentation and signed all required releases and tax forms. The check will be sent to the winner within 6 - 8 weeks after all documentation has been signed and cleared. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station may opt to deliver the prize to the winner by mail or overnight courier solely at its discretion. In the event that the Station delivers the

prize to the winner by mail or courier with the winner's consent, the winner assumes the risk of the prize's loss, damage or delay.

- c. The Prize(s) is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. At the conclusion of the Entry Period, a panel made up of Station personnel will review the Video Submissions and select in its sole discretion up to fifty (50) best bands based on the following criteria: creativity, overall appeal and entertainment value of the performance (each a "Semi-Finalist").
- c. Beginning at 1:00 PM MST on September 11, 2017, the Station will post a list of names of all Semi-Finalists to the Station's website. Persons may vote for the most promising Semi-Finalist band on the koolradio.com website beginning on Monday, September 11, 2017 at 1:00 PM MST and ending on Monday, September 18, 2017 at 8:00 AM MST ("Voting Period"). One (1) vote is permitted per email address per day. Registration on the Station website is required to vote. Registration is free at www.koolradio.com. Voting will be weighted 40% and the judging committee's score will be weighted 60% to calculate a combine score.
- d. At the conclusion of the Voting Period, the ten (10) Entry Submissions with the highest combined score (see 4(c)) will move on to the Final Round on Saturday, September 23, 2017 at 2:00 pm MST (the "Finalists"). **Finalists must agree to attend the Final Round event on September 23, 2017 in order to be eligible as a Finalist.** If a Finalist is unable or unwilling to be present at the Final Round event the Station will select the band with the next highest score. If there is a tie, one (1) Finalist will be chosen at random from all tied entries. Finalists will be notified via phone and/or email on Monday, September 18, 2017 at approximately 1:00 pm MST. In the event that one or more member(s) of the band are unable to perform, a substitute may take their place pending confirmation of eligibility. Up to two (2) substitutes per band shall be permitted.
- e. FINAL ROUND: On Saturday, September 23, 2017 at 7:00 PM MST, the Finalists will participate in a Final Event singing competition by singing two cover songs in front of a live audience. These cover songs must be from the KOOL Playlist. The Final Event will take place at the Talking Stick Resort & Casino located at 9800 Talking Stick Way, Scottsdale, AZ 85256. All Finalists must arrive and register

with Station personnel by 2:00 PM MST. Finalists must present a valid government issued ID for each member of the band at the time of registration. Finalists who have not registered by this time will be ineligible to participate in the Final Event. At approximately 7:00 PM MST, the Final Event will begin. The order in which each of the ten (10) Finalists will compete will be randomly selected by the Station prior to the start of the Final Event. In the order selected, the Finalists will each perform two (2) cover songs or a maximum of eight (8) minutes per Finalist.

- f. One (1) winner will be selected at the Final Event by a panel of up to five (5) Station-designated judges based on the following criteria: likeness to artist they are covering, stage presence, creativity, overall appeal and entertainment value of the performance (the "Judging Criteria").
- g. Winner(s) do not need to listen to the Station to enter but must be present at the Final Event to win.
- h. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited and an alternate winner will not be selected. If a potential winner cannot be contacted, fails to sign and return the required fully executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce, advertising and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its

sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, unsuccessful, or late entries or notifications; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of

war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.

- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.
- g. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs

include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to "KOOL Battle of the Cover Bands 2017 - Official Rules," Attn: Promotions, KOOL 840 N. Central Ave. Phoenix, AZ 85004. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked "KOOL Battle of the Cover Bands 2017 – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at www.koolradio.com.

6. PRIVACY

- a. By use of the Station's website or by entering the Promotion through the Station's website, you agree to the website's Terms of Use Agreement located at www.koolradio.com and to the use of your personal information as described in the Privacy Policy located at www.koolradio.com.

Station and Sponsor: KOOL FM, 840 N. Central Ave. Phoenix, AZ 85004.