## 2024 OLD CHICAGO BRACKET CHALLENGE CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio stations KATC-FM, KCSF-FM, and/or KKFM-FM ("Station"), **6805 Corporate Drive**, **#130 Colorado Springs**, **Colorado 80919** during available business hours Monday through Friday, on the Station websites www.CatCountry951.com, www.xtrasports1300.com, and/or www.kkfm.com, or by sending a self-addressed, stamped envelope to the above address. Station will conduct the "2024 Old Chicago Bracket Challenge" ("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. Station Contests are 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) years or older at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last thirty (30) days or a prize valued at \$500 or more in the last ninety (90) days and whose immediate family members or household members have not won a prize from the Station in the last thirty (30) days or a prize valued at \$500 or more in the last ninety (90) days 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. Contests are 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 Contests. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Contest Period.** Registration for the contest will be available no later than 5:00pm on Monday, March 18, 2024. Registration for the contest will close at 10:00pm on Wednesday, March 20, 2024. Final results for the contest will be calculated on Tuesday, April 9, 2024.

**3. How to Enter.** Entrants submit a completed registration ("Bracket") during the Contest Period at one of the eligible Old Chicago Pizza and Taproom locations: (a) 7115 Commerce Center Drive, Colorado Springs, Colorado 80919; (b) 3190 New Center Point, Colorado Springs, Colorado 80922; (c) 1579 East Cheyenne Mountain Boulevard, Colorado Springs, Colorado 80906; (d) 3204 North Elizabeth Street, Pueblo, Colorado 81008. Brackets will be disqualified if submitted at any other location, including but not limited to, the Station's location of business, other Station events, and/or Old Chicago Pizza and Taproom restaurants excluding the four

eligible locations. Brackets will only be received in hard copy form, and must contain entrant's full name, telephone number, predictions for the 2024 Men's College Basketball Tournament, and prediction for the total amount of points scored in the 2024 Men's College Basketball National Championship Game.

As determined by the Station in its sole discretion, Brackets will be scored based on the following criteria: (a) Entrant predicts the winner of each game of each round of the 2024 Men's College Basketball Tournament, excluding the play-in round games held on March 19, 2024 and March 20, 2024; (b) Entrant will receive two (2) points for each first round winner predicted correctly. First round games are held on March 21, 2024 and March 22, 2024; (c) Entrant will receive four (4) points for each second round winner predicted correctly. Second round games are held on March 23, 2024 and March 24, 2024; (d) Entrant will receive eight (8) points for each third round winner predicted correctly. Third round games are held on March 28, 2024 and March 29, 2024; (e) Entrant will receive sixteen (16) points for each fourth round winner predicted correctly. Fourth round games are held on March 30, 2024 and March 31, 2024; (f) Entrant will receive thirty-two (32) points for each National Semifinal round winner predicted correctly. National Semifinal round games are held on April 6, 2024; (g) Entrant will receive sixty-four (64) points for correctly predicting the winner of the National Championship Game. The National Championship Game is held on April 8, 2024; (h) Entrant with the highest total point score at the conclusion of the 2024 Men's College Basketball Tournament will be deemed the First Place Overall Grand Prize winner, subject to verification of eligibility; (i) In the event multiple entries are tied for the highest total point score at the conclusion of the 2024 Men's College Basketball Tournament, the entrant, among the entrants tied for the highest total point score, whose predicted total amount of points scored in the 2024 Men's College Basketball National Championship Game is closest to the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game will be deemed the First Place Overall Grand Prize winner, subject to verification of eligibility. If multiple entries tied for the highest total point score at the conclusion of the 2024 Men's College Basketball Tournament also predicted the same total amount of points scored in the 2024 Men's College Basketball National Championship Game or predicted an equal margin away from the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game, those entrants will be entered into a random drawing, conducted by the Station, to determine the First Place Overall Grand Prize winner. If only two entries tied for the highest total point score at the conclusion of the 2024 Men's College Basketball Tournament, the entrant that was not deemed the First Place Overall Grand Prize winner will be deemed the Second Place Overall Prize Winner, subject to verification of eligibility. If more than two entries tied for the highest total point score at the conclusion of the 2024 Men's College Basketball Tournament, after determining the First Place Overall Grand Prize winner and removing their entry, the entrant, among remaining entrants tied for the highest total point score, whose predicted total amount of points scored in the 2024 Men's College Basketball National Championship Game is closest to the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game will be deemed the

Second Place Overall winner, subject to verification of eligibility. After determining the First Place Overall Grand Prize winner and removing their entry, if multiple entries tied for the highest total point score at the conclusion of the 2024 Men's College Basketball Tournament also predicted the same total amount of points scored in the 2024 Men's College Basketball National Championship Game or predicted an equal margin away from the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game, those entrants will be entered into a random drawing, conducted by the Station, to determine the Second Place Overall Prize winner, subject to verification of eligibility; (j) If only one entry finishes with the highest total point score at the conclusion of the 2024 Men's College Basketball Tournament, entrant with the second-highest total point score at the conclusion of the 2024 Men's College Basketball will be deemed the Second Place Overall Prize winner, subject to verification of eligibility. In the event multiple entries are tied for the second-highest total point score at the conclusion of the 2024 Men's College Basketball Tournament, the entrant, among the entrants tied for the second-highest total point score, whose predicted total amount of points scored in the 2024 Men's College Basketball National Championship Game is closest to the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game will be deemed the Second Place Overall Prize winner, subject to verification of eligibility. If multiple entries tied for the second-highest total point score at the conclusion of the 2024 Men's College Basketball Tournament also predicted the same total amount of points scored in the 2024 Men's College Basketball National Championship Game or predicted an equal margin away from the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game, those entrants will be entered into a random drawing, conducted by the Station, to determine the Second Place Grand Prize winner, subject to verification of eligibility; (k) Entrant with the lowest total point score at the conclusion of the 2024 Men's College Basketball Tournament will be deemed the Last Place Overall Prize winner, subject to verification of eligibility; (1) In the event multiple entries are tied for the lowest total point score at the conclusion of the 2024 Men's College Basketball Tournament, the entrant, among the entrants tied for the lowest total point score, whose predicted total amount of points scored in the 2024 Men's College Basketball National Championship Game is farthest from the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game will be deemed the Last Place Overall Prize winner, subject to verification of eligibility. If multiple entries tied for the lowest total point score at the conclusion of the 2024 Men's College Basketball Tournament also predicted the same total amount of points scored in the 2024 Men's College Basketball National Championship Game or predicted an equal margin away from the actual total amount of points scored in the 2024 Men's College Basketball National Championship Game, those entrants will be entered into a random drawing, conducted by the Station, to determine the Last Place Overall Prize winner; (m) If any game is canceled, forfeited, or indefinitely suspended for any reason, that game shall not count for any participant and scores will be calculated as if the game did not exist; (n) If the 2024 Men's College Basketball Tournament is cancelled, delayed, postponed, indefinitely suspended, or ended prematurely for

any reason, the Station may amend or alter Contest Rules, including cancelling Contest, at its discretion.

Incomplete and/or illegible Brackets may be disqualified from entry at the Station's discretion. Limit one (1) entry per person, unless otherwise specified by the Station. Any attempt by any participant to submit more than one (1) entry by using multiple/different identities or any other methods will void that participant from further participation in Contests. Entrant may request a hard copy of the Bracket at one of the eligible Old Chicago Pizza and Taproom locations or print a hard copy from www.CatCountry951.com, www.xtrasports1300.com, and/or www.kkfm.com. Entrant is solely responsible for determining their mode of transportation to and from eligible Old Chicago Pizza and Taproom locations. Any and all fees arising out of transportation to and/or from the eligible Old Chicago Pizza and Taproom locations shall be the sole responsibility of the entrant. Station assumes no responsibility for any fees or charges incurred for and associated with transportation to and/or from the eligible Old Chicago Pizza and Taproom locations, including but not limited to, parking costs, bus fees, taxi or ride share rates, fuel costs or vehicle mileage. Station is not responsible for any vehicle malfunction or traffic delay causing entrant to fail to attend the eligible Old Chicago Pizza and Taproom locations during Contest Period. Entrant is solely responsible for understanding and observing local laws, rules and safe-driving practices. Station assumes no responsibility for any motor vehicle accidents, injuries or deaths while walking, driving, or riding in any mode of transportation to and/or from the eligible Old Chicago Pizza and Taproom locations. No purchase at the eligible Old Chicago Pizza and Taproom locations is necessary to enter the Contest. Entrant is responsible for the costs of any items entrant chooses to purchase at the eligible Old Chicago Pizza and Taproom locations, including but not limited to, food, beverages, gratuity, services, and products. Entrant is aware the eligible Old Chicago Pizza and Taproom locations serve alcoholic beverages, and if entrant chooses to purchase and consume alcohol, entrant is solely responsible for making arrangements and all costs associated with taxi services, ride share services, or any other mode of safe transportation to and/or from the eligible Old Chicago Pizza and Taproom locations. Entrant understands if they choose to make any purchases at the eligible Old Chicago Pizza and Taproom locations, those purchases will not increase their odds or chances of winning the Contest. Any entry comments that are indecent, lewd, offensive, defamatory, contain profanities, or are in any way in bad taste or contain material that may infringe or violate any laws or anyone's rights, as determined in the sole discretion of the Station, may be disqualified. Entry comments that are removed and/or blocked by Station will be deemed not entered in Contests.

**4. 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 CONTESTS. 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 three (3) 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.

5. Prizes. The First Place Overall Grand Prize winner will receive: (a) two (2) tickets to Kenny Chesney and Zac Brown Band's "Sun Goes Down Tour" at Empower Field at Mile High in Denver, Colorado on July, 27, 2024; (b) two (2) tickets to Iron Maiden's "The Future Past World Tour" at Ball Arena in Denver, Colorado on October 16, 2024 TOTAL APPROXIMATE **RETAIL VALUE ("ARV") OF FIRST PLACE OVERALL GRAND PRIZES COMBINED IS:** FOUR-HUNDRED DOLLARS (\$300). The Second Place Overall Prize winner will receive: (a) a \$100 gift card to Old Chicago Pizza and Taproom. TOTAL APPROXIMATE RETAIL VALUE ("ARV") OF SECOND PLACE OVERALL PRIZE IS: ONE-HUNDRED DOLLARS (\$100). The Last Place Overall winner will receive: (a) the opportunity to appear on-air for one hour with "Mason in the Morning" on KATC-FM at a mutually agreed upon date and time within six (6) months upon the completion of the Contest. Last Place Overall Winner agrees this appearance must take place during a mutually agreed upon weekday between 6:00am-10:00am at KATC-FM's studio, 6805 Corporate Drive, #130 Colorado Springs, Colorado 80919. Station assumes no responsibility for any fees or charges incurred for and associated with transportation to and/or from the KATC-FM studio, including but not limited to, parking costs, bus fees, taxi or ride share rates, fuel costs or vehicle mileage. Station is not responsible for any vehicle malfunction or traffic delay causing Last Place Overall Winner to fail to reach KATC-FM studio during mutually agreed upon appearance day and time. Last Place Overall Winner is solely responsible for understanding and observing local laws, rules and safe-driving practices to and/or from KATC-FM studio. Station assumes no responsibility for any motor vehicle accidents, injuries or deaths while walking, driving, or riding in any mode of transportation to and/or from the KATC-FM studio. At its sole discretion, station reserves the right to postpone, delay, reschedule or cancel appearance for any reason. Last Place Overall Winner also understands station may end the appearance early for any reason at its sole discretion. Last Place Overall Winner agrees during appearance to avoid on-air comments that are indecent, lewd, offensive, defamatory, contain profanities, or are in any way in bad taste or contain material that may infringe or violate any laws or anyone's rights, as determined in the sole discretion of the Station. Last Place Overall Winner agrees to exit KATC-FM premises following the appearance, or

## earlier if at the request of a Station representative. TOTAL APPROXIMATE RETAIL VALUE ("ARV") OF LAST PLACE OVERALL PRIZE IS: ZERO DOLLARS (\$0).

For entry to a prize event(s), each event attendee may be required to show valid proof of vaccination against the COVID-19 virus and/or valid proof of a negative test for the COVID-19 virus within 72 hours (or such other time as the event organizers require) prior to the event(s). 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 Periods 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.

6. 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 Contests; (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 Contests, 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 Contests, 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 Contests and/or entrant's acceptance, use, non-use or misuse of the prize.

**7. Publicity.** Participation in Contests 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.

**8. 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.

**9 General Conditions.** Station reserves the right to cancel, suspend and/or modify Contests, 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 Contests, 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 Contests 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 Contests 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.

**10. 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 Contests; (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 Contests; (d) technical or human error that may occur in the administration of Contests 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 Contests 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.

**11. Disputes.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with Contests, 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 Contests, 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 Contests, 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 Contests, 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.

**12. 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.

**13. Contest Results.** A winners list may be obtained within thirty (30) days after Contest Periods expire by sending a self-addressed stamped envelope to the Station identified below.

**CONTEST SPONSOR:** Cumulus Media (Cat Country 95.1 FM, Xtra Sports 1300 AM, 98.1 FM KKFM) 6805 Corporate Drive, #130, Colorado Springs, Colorado 80919.