

**KIIM-FM'S "WHAT THE DUCK – SPA GIVEAWAY" 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](http://www.kiimfm.com), or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **Kiim-FM's "What The Duck"** 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) years older at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last **60 days** or a prize valued at \$500 or more in the last **180 days**, and whose immediate family members or household members have not won a prize from the Station in the last **60 days** or a prize valued at \$500 or more in the **180 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. 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 entry period will begin at **6:01 AM MT on Monday, March 17, 2025** and will **run** through **approximately 2:00 PM MT on Saturday, March 29, 2025** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter:**

- (i) **Text:** Listen to the Station weekdays during the Contest Period from 6:00am – 10:00am, 10:00am – 3:00pm, and 3:00pm – 7:00pm MT (each a "Contest Round") on March 17, 2025 through March 25, 2025 ("Text Entry Period"). When the Station plays the "cue-to-text" sounder and gives the daily keyword during a Contest Round, listeners must send a text message with the daily keyword spelled correctly to 520-369-5446 during the Contest Period. All entries must be received by 11:59PM MST on Tuesday, March 25, 2025 to be eligible for a chance to qualify to win the Grand Prize (as defined below). **Limit one (1) entry per person per keyword. Message and data rates may apply. Station has no responsibility for any fees or charges associated with any text messages entrant sends or receives in connection with the Contest. Entrant agrees to receive messages from Station from time to time relating to the Contest, the Station, and any Contest sponsor or prize provider.** On or around 10:00am MT on March 26, 2025, Station will select fifty (50) entries to participate in the Finale Event (as defined below) from among all valid text entries received by Station during the Text Entry Period. Text entry Qualifiers will be contacted between Wednesday, March 26, 2025 and Friday, March 28, 2025 via the cell phone number used to submit the entry.

- (ii) **Client Location:** Visit Patio Pools & Spas (at 7960 E 22nd St, Tucson, AZ 85710, 7918 North Oracle Road Tucson, AZ 85704 and/or 4148 Industry Drive Sierra Vista, AZ 85635) during their regular

business hours between Monday, March 17, 2025 and Tuesday, March 25, 2025 (“On-Site Entry Period”) and complete an entry form. On or around 10:00am MT on March 21, 2025 and March 26, 2025, Station will select nineteen (25) entries and twenty (14) entries, respectively (for a total of thirty-nine (39) entries) to be a Qualifier in a random drawing from among all on-site entries received by Station during the On-Site Entry Period at the time of that drawing. On-site entry Qualifiers will be contacted between Friday, March 21, 2025 and Thursday, March 27, 2025 via the email address or cell phone number provided with the entry. Illegible entries will not be considered. One (1) on-site entry per person, per day.

**(iii) Remote Broadcast:** Attend the remote broadcast conducted by Station at the Finale Event on Saturday, March 29, 2025 from 12:00pm and 1:30pm MT at Patio Pools & Spas (7960 E 22nd St, Tucson, AZ 85710) and complete an entry form. **Limit one (1) entry per person.** All entries must be received by the deadline stated at the remote broadcast. Entrants **MUST** be present to qualify and win. At or around 1:30pm, Station will select (10) entries to be Qualifiers in a random drawing from among all Finale Event entries received by Station. Failure to be present at the time of the drawing results in automatic disqualification, and Station will select another entry to be a Qualifier until there are ten (10) Finale Event Qualifiers.

There will be up to ninety-nine (99) Qualifiers in this Contest.

4. **Winner Selection.** All Qualifiers must attend the event conducted by Station on March 29, 2025 at Patio Pools & Spas (“Finale Event”) and check-in with Station between 12:00pm to 1:30pm MT by presenting a current, valid government issued photo ID. **NO PROXIES WILL BE ALLOWED FOR ANY REASON.** Failure to check-in by 1:30pm MT or failure to present a valid, current government issued photo ID will lead to immediate disqualification. On or about 1:30pm MT, Station will conduct a random reverse drawing from among those present and checked-in Qualifiers. All Qualifiers’ names will be placed in a container and removed randomly one (1) name at a time. The last Qualifier remaining in the container will be the Grand Prize winner. The winner must be present to win and remain present through the conclusion of the drawing. Should the winner leave or be ineligible for the Grand Prize for any reason, the winner immediately forfeits the Grand Prize, and at that time, the second to last name selected by Station in the reverse drawing will be the Grand Prize winner. Station will continue to work backwards from the last name selected in the reverse drawing until a Grand Prize winner is determined.
5. **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.
6. **Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The winner will receive:
  - Spa MSPA OSLO Bubble & Jet Spa

- PH Increaser 18oz
- Shock Spa (non-chlorine) 40oz
- PH Decreaser 22oz
- Chlorine Concentrate
- Alkalinity Increaser

The approximate retail value (“ARV”) of the Grand Prize is Two Thousand Nine Hundred Eighty-Nine Dollars and Ninety Nine Cents (**\$2,989.99**).

**TOTAL ARV OF ALL CONTEST PRIZES IS:** Two Thousand Nine Hundred Eighty-Nine Dollars and Ninety Nine Cents (**\$2,989.99**).

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.

- 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; KIIM-FM; 575 W Roger Road Tucson, AZ 85705**

**PRIZE SPONSOR: Patio Pools & Spas; 7960 E 22nd St, Tucson, AZ 85710**