

BATTLE OF THE BANDS 2023

OFFICIAL RULES

Sponsor (Hollywood Casino Perryville) will conduct the BATTLE OF THE BANDS COMPETITION (the “Competition”) substantially as described in these Official Rules, and by participating, each participant agrees as follows:

NO PURCHASE IS NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. COMPETITION PERIOD AND DEADLINES: The Competition will begin at 12:00AM on Thursday, January 26 and will conclude at 11:59PM on Friday, March 10th or until the last band has completed their 50-minute performance and judges have selected a winner. This Competition will consist of the following: (A) Submission Period, (B) Audition Period, (C) Finale

- a. **Submission Period.** The submission period will begin on Thursday, January 26 at 12:00 AM and end on Sunday, February 5 at 11:59 PM.
- b. **Audition Period.** During this period the top nine (9) submissions will have an opportunity to showcase their talent on the Hollywood Casino Perryville stage. Auditions will be held February 16, February 23 and March 2nd at 8 PM to 11 PM. Bands will have the opportunity to play for judge(s) and audience. Bands will be scored by judge(s) and audience.
- c. **Finale at Hollywood Casino Perryville.** The top three bands will have the opportunity to play a panel of guest judges. The panel of judges will make a decision on the winner after all three performances. Finale will be held Friday, March 10 from 9PM-11:59PM or until the last band has completed their 50-minute performance and judges have selected a winner.

2. ELIGIBILITY: This Competition is open only to bands with two or more members (each an “Entrant”) in which all of the Band members individually satisfy each of the eligibility requirements set forth below. In the event any Band member is ineligible or disqualified for any reason, a replacement must be provided within twenty-four hours and approved to be deemed acceptable.

- a. Be a U.S. citizen or a permanent legal U.S. resident who is eligible to work full-time in the United States.
- b. All band members must be at least 21 years old.
- c. Entrant cannot be an employee of its parent company HEARST MEDIA, or any of its subsidiary companies, the Stations, their respective advertising or promotion agencies, nor be an immediate family member or household member of any such employee or of a Competition judge. The term “immediate family member” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household member” refers to people who share the same residence at least three (3) months out of the year. Sponsor reserves the right to remove from the Competition any person whom Sponsor determines, in Sponsor’s sole discretion, is sufficiently connected with the Competition or any of the entities described above if such person’s participation in the Competition could create the appearance of impropriety. Conversely, Sponsor reserves the right to allow any person to remain part of the Competition who may have a connection with the Competition or any of the entities described in this paragraph if, in Sponsor’s sole discretion, Sponsor determines that such person’s involvement in the Competition does not and will not affect the integrity of the Competition.
- d. Employees of Hollywood Casino Perryville are not permitted to enter.
- e. Be able to demonstrate to Sponsor’s satisfaction that the Entrant does not have any agreements in effect (written or oral) during the Competition Period. Any other contractual arrangement that would prohibit an Entrant from fully participating in the Competition, or entering into any contracts required by Sponsor, including a talent contract. The Competition 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 Sponsor’s decisions, which are final and binding in all matters related to the Competition. Winning is contingent upon fulfilling all requirements set forth herein.

3. HOW TO ENTER: To enter the Competition, visit the Competition page at <https://www.hollywoodcasinoperryville.com/entertainment> click on the submission link and complete the entry process.

- a. Bands must identify one (1) Band member (21 years of age or older) on the Registration Form as the Band's Administrator.
- b. Review the Official Rules.
Limit one (1) Registration Form/Competition Profile per Entrant. Multiple Entrants are not permitted to share the same email address. Any attempt by an Entrant to submit more than one (1) Registration Form/Competition Profile using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Registration Form/Competition Profile and the Entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.
- c. By submitting the Registration Form, Entrant acknowledges and agrees that Entrant may need to create a user ID/password with the Competition Website and will be required to participate in Competition activities through the Competition Website. All Registration Materials provided by Entrant to the Competition Website, affiliated websites and Competition Profile will be displayed and maintained on the Competition Website for public viewing. All such Registration Materials will be retained by Sponsor and not returned to Entrants.
- d. **All Registration Forms must be submitted no later than 11:59 PM on Sunday, February 5th.**
- e. Hollywood Casino will select the top nine (9) entrants on February 9th before 11:59PM. Finalists will be published on www.hollywoodcasinoperryville.com/entertainment, on the Hollywood Casino Perryville Facebook page and the 98 Rock Facebook page.

4. AUDITION VOTING PERIOD. The Audition Voting Period will be February 16, February 23 and March 2nd from 8PM-11PM or until the last band has completed their performance. The top nine submissions will have the opportunity to perform at the Hollywood Casino Perryville on the dates mentioned above. If Entrant does not perform on the date assigned Entrant will be disqualified from the Competition. Backline will be provided by Hollywood Casino Perryville; Entrants are required to use standard backline provided and may bring in their own equipment, provided it can be set up (plug and play) within the required 10 minute changeover period provided. Each band will perform a 50 minute set, performing original works of authorship or cover (imitated) songs. Each band's date of performance will be decided by the sponsor and may be subject to band availability. The order of performance on each audition voting performance date will be based on the order in which the entrant submitted registration on the Hollywood Casino Perryville webpage.

5. FINALE: The finale will be Friday, March 10th beginning at 9PM, the top three Entrants will have the opportunity to play one last time before one Entrant is chosen to be Battle of the Bands champion. Each band will perform a 50 minute set, performing original music or cover (imitated) songs. Backline will be provided by Hollywood Casino Perryville; Entrants are required to use standard backline provided and may bring in their own equipment, provided it can be set up (plug and play) within the required 10 minute changeover period provided. Each band will perform a 50 minute set, performing original works of authorship or cover (imitated) songs. The order of performance will be decided by the total number of votes each band received during the audition voting period.

6. SELECTION AND VERIFICATION OF POTENTIAL WINNER

AUDITION VOTING PERIOD: At the conclusion of each Battle of the Bands audition voting period, the one (1) Entrant with the highest cumulative score based on established voting categories considered by the judge(s) and/or audience will be a candidate for the Finale performance, all subject to verification of eligibility and compliance with the terms of these Official Rules. Voting will be conducted on a 1-10 scale based on band stage presence, sound, crowd interaction and song choice. All decisions/votes made by judge(s), audience and Sponsor are final, binding, and not subject to challenge. In the event it is determined that any Entrant is ineligible or subject to disqualification for any reason, then that Entrant will be disqualified, and the Entrant with the next highest cumulative score will be a candidate for the prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

FINALE: At the conclusion of the Battle of the Bands final, the one (1) Entrant with the highest cumulative score based on established voting categories considered by the judges will be selected as the grand finale winner, all subject to verification of eligibility and compliance with the terms of these Official Rules. Voting will be conducted on a 1-10 scale based on band stage presence, sound, crowd interaction and song choice. All decisions/votes made by judge(s) and Sponsor are final, binding, and not subject to challenge. In the event it is determined that any Entrant is ineligible or subject to disqualification for any reason, then that Entrant will be

disqualified, and the Entrant with the next highest cumulative score will be a candidate for the prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

Potential winner will be required to sign and return to Sponsor, within five (5) days of being declared a candidate for the prize, a prize redemption form and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the prize redemption form and liability/publicity release will be deemed to have accepted the 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 prize redemption form and/or the liability/publicity release within the required time period (if applicable), potential winner forfeits the prize.

7. GRAND PRIZE: One (1) Grand Prize will be awarded, which consists of \$5,000 cash (equal distribution between participating band members), a performance contract for six dates at Hollywood Casino Perryville valued at \$12,000 and (1) on-air guest appearance with HEARST MEDIA (98 Rock). Dates of performance to be determined by Sponsor. Sponsor has the right to cancel performance contract without any financial penalty. Winners are responsible for all taxes associated with prize receipt and/or use. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. No transfer, substitution or cash equivalent for any prize is allowed, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize or prize element of equal or greater monetary value (whether in cash or otherwise) if a prize or prize element cannot be awarded as described for any reason. If a prize is returned as undeliverable or is forfeited or refused, this may result in disqualification and an alternate Finalist may be selected as a potential prize winner, if time permits. All federal, state, provincial, local and other tax liabilities, including but not limited to sales and use taxes, goods and services taxes, excise taxes, income and U.S. withholding taxes, customs duties, fees and like amounts in connection with a prize award, acceptance or use of a prize arising from this Competition will be the sole responsibility of each winner.

8. ENTRANT REPRESENTATIONS: By submitting Registration Materials and being allowed to participate in the Competition, Entrant represents warrants and agrees that:

- a. All Registration Materials and Competition Submissions (except to the extent third-party content is required as part of the Competition) provided by Entrant as part of the Competition (collectively "Judged Materials") are the original work of Entrant, and Entrant owns and controls all right, title and interest, including copyright, in and to content, the lyrics, music, arrangement, and composition of such songs and/or music videos. Materials submitted by Entrants do not need to be original works of authorship (i.e. cover songs are acceptable).
- b. All persons having any rights, title and/or interest whatsoever with respect to any of the Judged Materials, or any elements thereof, or any Supplemental Materials that are not judged, have authorized the submission, public performance, written license, and other use of such materials by Entrant in this Competition, and have waived any applicable moral rights in such materials in favor of Entrant. The Judged Materials and Supplemental Materials are referred to herein collectively as the "Creative Materials."
- c. The use of Creative Materials as contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased. If an Entrant is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. Sponsor reserves the right at its sole and absolute discretion to request proof in writing of any necessary authorizations, assignments or waivers required herein.
- d. Creative Materials may not contain "sampling" from other videos, graphics, songs, music, sound effects, or any other elements over which Entrant does not have all necessary rights, title and interest, including copyright.
- e. Entrant names and Creative Materials cannot include brand names, trademarks or service marks, trade names, logos or the intellectual property of any third parties. Entrant names and Creative Materials must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification. Entrant names and Creative Materials must be in keeping with Sponsor's positive image. Without limitation, Creative Materials that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Sponsor in a negative fashion, may be disqualified. This requirement is strictly enforced. No profanity

may appear in or be heard on any creative materials.

- f. Sponsor reserves the right at any time, in its sole and absolute discretion, to disqualify any Entrant whom Sponsor believes, in its sole and absolute discretion, is not in compliance with these Official Rules, or has made a false or misleading statement on the Registration Form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.
- g. All forms must be filled out completely and truthfully. Any Entrant who fails to complete any form, gives any false information, or fails to reveal pertinent information, may be disqualified from the competition.

9. USE/OWNERSHIP: With respect to the use and ownership of all Judged Materials, each Entrant acknowledges and agrees as follows:

- a. The rights of each Entrant and Sponsor shall be established by the terms of these Official Rules and by the contents of any releases entered into as required by these Official Rules.
- b. Except to the extent prohibited by law, by participating in the Competition, each Entrant agrees that Sponsor and its designees may use, publish, videotape, broadcast, distribute and display all elements of Entrant's Judged Materials during the Competition and thereafter, as well as each Entrant's name, biographical information, statements, voice, photographs and other likeness, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising, promoting and conducting this Competition, without notification and without compensation of any kind to any Solo Artist or Band member or any third party. Sponsor reserves all rights in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop, distribute and otherwise use the Judged Materials and any other videos and recordings made of the Entrant's performances during the Competition in connection with advertising, promoting and conducting this Competition, the Stations and Sponsor in any media now known or hereinafter created.
- c. Sponsor does not undertake to consider the Judged Materials in confidence and Sponsor has not made any prior inducements, promises or representations to the Entrants regarding the Judged Materials other than as outlined in the Official Rules.
- d. Participation by each Entrant in this Competition and the accompanying submission of each Entrant's Judged Materials to Sponsor, shall in no way limit or restrict Sponsor's rights with respect to, or the use of, Judged Materials submitted by other Entrants, or otherwise developed, created or used by Sponsor, both prior to and after the submission of each Entrant's Judged Materials herein, and Sponsor shall have no obligation to any Entrant with respect to such other Judged Materials. Accordingly, each Entrant acknowledges that Sponsor's use of other material containing elements similar to or identical with those contained in Entrant's Judged Materials shall not entitle the competing Entrant to any compensation if Sponsor has an independent right to use such other materials.

10. ENTRY CONDITIONS; RELEASE; LIMITATIONS OF LIABILITY: By entering the Competition, each Entrant agrees: (a) to comply with and be bound by these Official Rules and Sponsor's decisions, which are binding and final in all matters relating to this Competition; (b) to release and hold harmless Sponsor, its parent company Cumulus Media Inc. and all of its subsidiary companies, the Stations, their respective advertising or promotion agencies, all Competition judges, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, 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 an Entrant's entry, creation of an entry or submission of an entry, participation in the Competition, acceptance or use or misuse of a 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 Entrant's participation in the Competition and/or Entrant's acceptance, use, non-use or misuse of the prize. The Released Parties are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Registration Materials or Competition Submissions whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences, , incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Competition, whether

technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Competition, the collection and processing of the Judged Materials, and/or the judging of the Competition, the announcement of a Grand Prize or in any Competition-related materials. Sponsor may prohibit an Entrant from participating in the Competition or winning a Grand Prize if, in its sole and absolute discretion, it determines that Entrant, or anyone acting in concert therewith, is attempting to undermine the legitimate operation of the Competition by cheating, hacking, deception, or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. If for any reason any portion of this Competition is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor or its agents, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, then Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend the Competition. Caution: any attempt by an entrant or anyone else to deliberately damage any competition website or undermine the legitimate operation of the competition may be in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including reasonable attorney's fees) from any such person to the fullest extent of the law, including criminal prosecution.

11. 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 will be issued an IRS Form 1099 to report their winnings.

12. MISCELLANEOUS: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Competition 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 production,

technical, programming or any other reason causes more than stated number of prizes as outlined in these Official Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Sponsor reserves the right to amend these rules, without prior notice.

13. PERSONAL INFORMATION: By entering the Competition, each Entrant consents to the use and disclosure of Entrant's personal information collected in connection with the Competition by Sponsor and its authorized agents and representatives for the purposes of administering this Competition.

COMPETITION SPONSOR: Hollywood Casino Perryville, 1201 Chesapeake Overlook Parkway, Perryville, MD 21903. Attn: Battle of the Bands Competition

PARTICIPATING LOCAL STATION(S):

Baltimore

Hearst Media-98 Rock

<https://www.98online.com/>