

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

## **99.7 NOW! VACATION TO THE DISNEYLAND RESORT ONLINE CONTEST**

### **OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.***

Contest Administrator: KMVQ 201 3<sup>RD</sup> STREET, SUITE #1200, SAN FRANCISCO, CA, 94103

Contest Prize Provider: DISNEYLAND RESORT, 700 W. BALL RD, ANAHEIM, CA 92803

#### **1. HOW TO ENTER**

- a. These rules govern the 99.7 NOW! PIXAR PIER-DISNEYLAND RESORT FLYAWAY ONLINE CONTEST ("Contest"), which is being conducted by KMVQ ("Station"). The Contest begins on MONDAY, AUGUST 13, 2018 and ends on FRIDAY, AUGUST 31, 2018 ("Contest Dates"). Entrants may enter via online only.
- b. To enter the Contest, entrant may enter online beginning on MONDAY, AUGUST 13, 2018 at 12:00AM PST and ending on FRIDAY, AUGUST 31, 2018 at 12:00PM PST ("Entry Period") as follows:
  - i. To enter online, visit 997NOW.COM and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period outlined above. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Only one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator.
- c. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in, or may be disadvantaged in participating in, the Contest. Entrants should not rely on streamed

broadcasts and are encouraged to listen to the Station on-air versus online. The Station is not responsible for any disadvantages or losses that result from online streaming delays of any nature, nor is station otherwise responsible for any delays in online streaming.

- d. Only one (1) entry per person is permitted. There will be up to a total of ONE (1) winner(s) selected in the Contest.
- e. All online entries must be received by the end of the Entry Period.

## **2. ELIGIBILITY RESTRICTIONS**

- a. The Contest is open to all persons who are legal U.S. residents of the state of CA eighteen (18) years of age or older, and who reside in one of the Greater San Francisco / Bay Area (San Francisco, Santa Clara, Alameda, Contra Costa, Marin, San Mateo, Solano, Napa, and Sonoma Counties. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. Unless the Station otherwise specifies, in its own discretion, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the last thirty (30) days are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the last ninety (90) days are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the last six months are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the last twelve (12) months are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners. As stated above, the Station, in its sole discretion, may allow persons who have previously won a prize to be eligible to win another prize without any time restrictions.

- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. 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.
- f. This Contest 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.

### 3. PRIZES

- a. TWO (2) prizes will be awarded. Each prize consists of a Disneyland [Resort Vacation](#) for up to four (4) people: winner and up to three people to the Disneyland Resort at 1313 Disneyland Dr, Anaheim, CA, 92802, which includes: up to four (4) Disneyland Resort Three (3) Day One (1) Park Per Day Tickets (must be used by June 15, 2019), Up to four (4) round trip coach all-fares on Alaska Airlines for the Group between the major San Francisco airport closest to winner's residence ("Departure Airport") and a Southern California airport ("Arrival Airport") as chosen by Disney (with possible layovers), and Hotel accommodations for the Group (one (1) standard room/quad occupancy, including room tax, subject to certain room availability) for up to two (2) consecutive nights at a Premises or Premises area hotel selected by Disney in its sole discretion (daily parking at the Premises is not included). The Approximate Retail Value ("ARV") of the prize(s) is \$2,588.00. Up to four (4) round trip ground transfers for the Group between the Arrival Airport and the Premises (ground transportation provider to be selected by Disney in its sole and absolute discretion). The winner(s) 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(s). Tickets are valid only on the date(s) printed on the tickets, and they are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Station or the Contest Administrator or Sponsor, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related event(s).

- (a) Travel and lodging for the Vacation Package awarded by Promoter must be completed prior to June 15, 2019. The winner and up to three (3) guests (each a “**Guest**”; collectively “**Guests**” and together with the winner, the “**Group**”) must travel together on the same itinerary, and air transportation must be round-trip from/to the same Departure Airport/Arrival Airport (both as defined in Section 1(a) of **EXHIBIT B**), as chosen by Disney.
- (b) Vacation Package fulfillment and travel are subject to certain restrictions, air travel/flight availability, and certain hotel/room availability at the Premises. The Vacation Package must be booked through a travel agent as designated by Disney at least forty-five (45) days prior to arrival. Block-out dates apply. No extensions will be granted. Certain travel and lodging restrictions apply including airline carrier’s regulations and conditions. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Promoter and Disney are not liable for any expenses incurred as a consequence of flight cancellation/delay.
- (c) Winners must be at least the age of majority pursuant to his/her applicable state of residence to enter and win. A Guest under the age of majority must be accompanied by his/her parent/legal guardian who must be at least the age of majority and both will be deemed Guests of the winner (unless the winner is the Guest’s parent or legal guardian). Once selected by winner, Guests cannot be changed without the express consent of Disney, which may be withheld for any reason.
- (d) Vacation Package and its components (including, without limitation, theme park tickets) may not be used in conjunction with any other promotion or offer, separated, sold, exchanged or redeemed for cash, traded, transferred, substituted, assigned, or rescheduled to dates other than as set forth above, except in Disney’s sole and absolute discretion.
- (e) The Vacation Package will not include the following: transportation from/to winner’s residence to/from Departure Airport, airport departure fees; baggage fees; travel insurance; room service; parking fees; laundry service; spa treatments; food; alcoholic beverages; merchandise, souvenirs; incidental expenses; local and long distance telephone calls; tips, gratuities, service charges, resort fees; and any taxes; or all other charges not explicitly included herein.
- (f) All elements of the Vacation Package (including, without limitation, the theme park tickets) must be used by the Group on the same dates during the redemption of the Vacation Package. Any portion of the Vacation Package not accepted or used by winner will be forfeited.
- (g) Theme park attractions and entertainment may be seasonal and subject to change without notice.
- (h) Theme park tickets must be used prior to June 15, 2019. Terms and conditions as set forth herein and on the theme park tickets shall apply.

- (l) A winner may not charge any Guest for participating in the prize. Prizes are awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Promoter or Disney.
- (j) The winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- (k) The winner will not receive compensation for any element(s) of the Vacation Package (including, without limitation, theme park tickets) that any participant(s) is unable to use for any reason, and such unused portion(s) of the Vacation Package will be forfeited.
- (l) If the winner chooses to bring less than the allotted number of Guests, the Vacation Package will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the winner.
- (m) The winner and his/her Guests will be required to execute a liability/publicity release form prior to booking of any travel. Failure to return the executed release form within the specified time period will result in forfeiture of the Vacation Package. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of the Group, related to any use or misuse of the prize or any prize-related activity or travel.
- (n) Any damaged, lost or stolen theme park tickets or travel vouchers will not be replaced.
- (o) The actual value of the Vacation Package may vary depending on point of departure and seasonal fluctuations of hotel rates and airfares. Any difference between the approximate retail value and the actual cost of the/each Vacation Package will not be awarded.
- (p) Federal, state and local taxes relating to the prize are the responsibility of the winner and Promoter will issue all tax forms including a 1099 form to the winner.
- (q) Promoter is the sponsor of the Sweepstakes.
- (r) Disney, its parent, related, affiliated and subsidiary entities and their respective officers, directors, agents, employees and assigns will be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or are in any way related to the prize, the receipt, use and/or enjoyment of the prize, or prize-related activity including travel, the Promotion or the Sweepstakes.
- (s) All disputes arising out of or relating to any prize provided by Disney shall be resolved by applying the laws of California, without regard to conflict of law rules, and shall be solely

and exclusively brought in state or federal courts within Orange County, California. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.

- (t) In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail and govern.
- b.
- c. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter, or performer actions. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station/judges are final.
- d. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

#### **4. WINNER SELECTION AND NOTIFICATION**

- a. Decisions of the Station management with respect to the Contest are final.
- b. Two (2) Grand Prize winner(s) will be selected in the Contest during the following periods of time ("Drawing Periods")
- c. Two (2) Grand Prize winner(s) will be selected on FRIDAY, August 31st, 2018 at approximately 12:00PM PST in a random drawing of all eligible online entries received between 12:00AM PST ON MONDAY, AUGUST 13, 2018 and 12:00PM PST ON FRIDAY, AUGUST 31, 2018.
- d. Odds of winning depend upon the number of eligible online entries received.
- e. Entries are specific to each designated Drawing Period and will not be included in subsequent drawings.

- f. Two (2) winners will be randomly selected by our online system and contacted immediately after being selected. In the event of a tie for a prize, the tie breaker will be determined from among all tied potential winner(s) by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.
- g. Grand Prize Winners do not need to listen to the Station to win but do not need to be present to win. All prizes may be picked up at the office of the Station at 201 3<sup>RD</sup> STREE, SUITE #1200, SAN FRANCISCO, CA 94103 between regular business hours of 9:00 a.m. 5:00 p.m. If a winner chooses to have a prize shipped, the Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsibility if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.
- h. Potential winner(s) will be notified of winning by telephone at the time of the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the 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(s). The Station or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## **5. CONDITIONS**

- a. 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 Contest Administrator's computer or telephone system is the official time keeping device for this Contest. 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 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 Contest. Failure to comply with the rules of the Contest 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 Contest, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.

- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: 997NOW.COM within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest 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.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller’s voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- d. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the

Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any “deal-making” with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.

- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner’s guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the “Released Parties”) from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner’s 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 Contest cannot be conducted and/or if a prize, either in whole or in part, 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.

- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Salt Lake City, Utah; (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. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## **6. PRIVACY**

- a. By participating in the Contest, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at: 997NOW.COM. In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

## **7. WINNERS' LIST/COPY OF OFFICIAL RULES**

- a. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: 997NOW.COM in person at the Station 201 3<sup>RD</sup> STREE, SUITE #1200, SAN FRANCISCO, CA 94103, during regular business hours 8:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.
- b. For a list of winners', mail a request and a self-addressed stamped envelope to 201 3<sup>RD</sup> STREET, SUITE #1200, SAN FRANCISCO, CA, 94103, identifying 2018 Winners' List for 99.7 NOW! GET-AWAY TO THE DISNEYLAND RESORT. All requests for winner lists must be mailed and received by the Station no later than SEPTEMBER 13, 2018

### **Contest Administrator**

KMVQ 201 3<sup>RD</sup> STREET, SUITE #1200, SAN FRANCISCO, CA, 94103

### **Contest Prize Provider**

DISNEYLAND RESORT, 700 W. BALL RD, ANAHEIM, CA 92803