

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! DISNEY DREAM BAHAMIAN CRUISE VACATION 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: KMQV, 201 3RD STREET, SUITE #1200, SAN FRANCISCO, CA 94103.

Prize Provider: DISNEY CRUISE LINE

1. HOW TO ENTER

- a. These rules govern the 99.7 NOW! Disney Dream Bahamian Cruise Vacation ("Contest"), which is being conducted by KMQV 99.7 NOW! ("Station"). The Contest begins on TUESDAY, SEPTEMBER 4, 2018 and ends on or around MONDAY, SEPTEMBER 17, 2018 ("Contest Dates"). Entrants may enter on-air only.
- b. To enter the Contest, entrant may enter on-air beginning on SATURDAY, SEPTEMBER 8 AND SUNDAY, SEPTEMBER 9, 2018 beginning at 12:00PM PST and ending at 5:00PM PST and again on SATURDAY, SEPTEMBER 15 AND SUNDAY, SEPTEMBER 16, 2018 beginning at 12:00PM PST and ending at 5:00PM PST ("Entry Period").
 - i. To enter on-air, listen to the Station beginning on SATURDAY, SEPTEMBER 8 AND SUNDAY, SEPTEMBER 9, 2018 beginning at 12:00PM PST and ending at 5:00PM PST and again on SATURDAY, SEPTEMBER 15 AND SUNDAY, SEPTEMBER 16, 2018 beginning at 12:00PM PST and ending at 5:00PM PST during the Entry Period for the air personality to announce the cue to call. Upon hearing the cue to call, the NINETY NINETH (99) designated caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line: 888-456-9970, will win a qualifying prize and will be qualified for a chance to win a grand prize upon confirmation of eligibility. At the time of entrant's call, entrant will be required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted as addresses. In the event that the selected caller is disconnected or is found to be

ineligible, that caller will not win a prize and the next eligible caller who successfully makes it through on the call-in line and completes the call will be a winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a winner only once during the Contest. Multiple participants are not permitted to share the same phone number, and only one phone number may be used per entrant.

- 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.

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 NINE (9) jurisdictions that makes up the listening area 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 (6) 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. TWENTY-FIVE (25) qualifying prizes will be awarded on air. Each qualifying prize consists of FOUR (4) TWENTY-FIVE DOLLAR (\$25) Disney Gift Cards. The Approximate Retail Value ("ARV") of the prize(s) is \$100.00. No Disney Gift Cards (or portions thereof) may be reassigned or transferred if any winner is unable to redeem such gift cards. The Disney Gift Cards are valid only at select participating locations and are subject to additional terms and conditions.
- b. ONE (1) grand prize will be awarded in the Contest. The grand prize is One (1) 4-Night Bahamian Disney Cruise Line vacation for four (4) persons to be taken aboard the Disney Dream. The 4-Night Bahamian Cruise shall consist of the following:
 - a) Four (4) round trip coach airfares between the major U.S. gateway airport closest to the winner's residence and Orlando International Airport in Orlando, FL, if the winner resides outside a 200 mile radius of Port Canaveral, FL
 - b) Round trip ground transportation from Orlando International Airport to Port Canaveral, FL
 - c) A four (4) night Cruise on the Disney Dream for four (4) persons and includes: One (1) stateroom aboard the Disney Dream (location/category at the discretion of Disney Cruise Line). Maximum occupancy four (4) people. All meals onboard the Disney Dream (except Palo and Remy Fine Dining). Pre-paid gratuities, Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website). Items not included as part of the vacation package which are the responsibility of the winner include: shore excursions; travel insurance; nursery charges; laundry service; spa treatments; alcoholic beverages; local and long distance telephone calls; ship to shore communications including internet; merchandise and souvenirs; incidental expenses; additional tips and gratuities; income and other taxes; transportation between winner's home and gateway airport; airline baggage fees; and all other

costs and expenses not otherwise mentioned herein. The estimated retail value of the vacation package is \$9,052.76 which includes Taxes, Port Expenses, and Fees (as defined on the Disney Cruise Line website). Vacation must be booked at least 45 days prior to the intended travel dates and must be taken prior to September 17, 2019 aboard the Disney Dream (at the discretion of Disney Cruise Line). Please go to www.disneycruise.com to view available sail dates. Travel dates: September 15, 2018 – September 16, 2019. Block out dates: 12/24/18; 12/31/18; 04/15/19; 05/27/19; 06/03/19; 06/10/19; 06/19/19; 07/03/19; OR 07/17/19. Vacation is for the winner and up to three (3) guests of the winner's choosing. Minors under the age of 18 not traveling with a parent or legal guardian must be accompanied by an adult over the age of 21 in the same stateroom. The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the Disney Cruise Line vacation. An appointment form will be included in the document package and must be signed by parent or legal guardian prior to embarkation at the Disney Cruise Line terminal. Vacation fulfillment is subject to availability and restrictions at Disney Cruise Line and airline seat availability. Travel may not occur during cruise ship or airline block-out periods. Vacations may not be sold, traded, transferred, refunded, commissioned or redeemed for cash value. Vacation elements may not be substituted and vacations are non-commissionable. Winner and companions are responsible for providing proper citizenship documentation to travel, which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. It is the Guests' responsibility to check with their travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at www.travel.state.gov, or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. Guests of all ages are strongly encouraged to obtain passports. Actual final retail value of trip may be higher or lower based on departure. Prize elements may be subject to additional restrictions. Winner and all guests must travel together on specified itinerary. All travel dates and arrangements are subject to change based on availability and providers approval. Any portion of a prize not accepted by winner will be forfeited. Officers, directors, and employees (and members of their household or immediate family, i.e., parents, children, spouse, siblings, grandparents, the "steps" of each and persons residing in such immediate family members' household) of Sponsor, Disney Destinations, their respective parent, related, affiliated and subsidiary companies, their advertising, promotion and web design agencies, all other entities involved in the creation, administration, or fulfillment of the Sweepstakes and their respective successors and assigns are not eligible to enter or win.

- 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 that have been awarded 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. TWENTY-FOUR (24) qualifying prize winner(s) and ONE (1) grand prize winner will be selected on-air, as described above in Section 1 of these Official Rules.
- c. Odds of winning a qualifying prize depend upon the number and order of eligible phone calls received. Odds of a qualifying prize winner winning the grand prize are one (1) in TWENTY-FOUR (24)
- d. Winners must 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 3RD STREET, SUITE #1200, SAN FRANCISCO, CA, 94103 between regular business hours of 8:00 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 responsible 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.
- e. 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. The Disneyland Resort is the prize provider in this contest.

- f. 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.
- g. 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.
- h. 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.

6. PRIVACY

- a. 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. 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.

- c. 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.

7. WINNERS' LIST/COPY OF OFFICIAL RULES

- 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.
- b. 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 3RD STREET, 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.
- c. For a list of winners', mail a request and a self-addressed stamped envelope to 201 3RD STREET, SUITE #1200, SAN FRANCISCO, CA 94103, identifying "2018" Winners' List for DISNEY DREAM BAHAMIAN CRUISE VACATION CONTEST All requests for winner lists must be mailed and received by the Station no later than NOVEMBER 17, 2018.