

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

96.5 KOIT VACATION TO THE *DISNEYLAND*® RESORT  
OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF  
WINNING.**

**1. HOW TO ENTER**

- a. These rules govern the “96.5 KOIT Vacation to the *Disneyland*® Resort Pixar Fest” (“Promotion”), which is being conducted by KOIT (“Station”). The Promotion begins on April 28, 2018 and ends on May 15, 2018 (“Promotion Dates”).
- b. To enter the Promotion, entrant may enter online beginning on April 28, 2018 at 12:01am Pacific Time (“PT”) and ending on May 15, 2018 at 12:00pm PT (“Entry Period”).
  - i. To enter online, visit [www.KOIT.com](http://www.KOIT.com) and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Entrants must be the account holder on the email account. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Limit 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. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. All online entries must be received Tuesday May 15, 2018 at 12:00pm PT.

**2. ELIGIBILITY RESTRICTIONS**

- a. The Promotion is open to all legal U.S. residents, 18 years of age or older at the time of entry and who reside in one of the nine (9) county jurisdiction that makes up the Greater San Francisco / Bay Area (San Francisco, Santa Clara, Alameda, Contra Costa, Marin, San Mateo, Solano, Napa, and Sonoma Counties. Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Disney, the Station, Bonneville International Corporation, each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the “Promotion Entities”) and other radio stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of

where they reside) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion 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, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.

- b. Listeners are eligible to win a prize in a Promotion conducted by the Station only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600.
- c. The winner must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number to claim a prize.
- d. 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 delete any entry as required by law.

### **3. PRIZES**

- a. One (1) winner will receive a grand prize vacation package. The prize includes (1) vacation package for the winner and up to three (3) guests for (2) nights at the Premises. Hotel accommodations for the group (1) standard room/quad occupancy, including room tax, subject to certain room availability for up to (2) consecutive nights at a Premises or Premises are hotel selected by Disney in its sole discretion (daily parking at the Premises is not included). Up to four (4) 3-Day, 1-Park per day *Disneyland*® Resort tickets for the group good for admission into *Disneyland*® Park or *Disney California Adventures*® Park, but not to both Parks on the same day (subject to restrictions).
- b. The Tickets are to be awarded as prizes to bona fide winners of the Sweepstakes only. The Station may not distribute the Tickets (or any portion thereof) to any sponsor, clients, affiliated companies, their employees, family members or others who are not a legitimate, bona fide Sweepstakes winner. No Tickets (or portions thereof) may be reassigned or transferred if any winner is unable to redeem such prize. Tickets issued will bear the date of issue and the date of expiration. Expiration date will not be extended, and Tickets will not be refundable or redeemable for cash or credit at any time, nor will either be replaced if lost or stolen. Tickets may not be sold or transferred to a third party, including without limitation, to any travel agents, tour operators or other persons engaged in the travel industry, except as allowed in this Agreement. No substitutions are allowed.

- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. The winner(s) will forfeit any prize(s) or prize certificate(s) not claimed within five (5) days of winning. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station may opt to deliver the prize to the winner by mail or overnight courier solely at its discretion. In the event that the Station delivers the prize to the winner by mail or courier with the winner's consent, the winner assumes the risk of the prize's loss, damage or delay.
- d. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). The Prize(s) is provided as is. Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply. Other restrictions may apply.

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

- a. Decisions of the Station management with respect to the Promotion are final.
- b. One (1) prize winner will be selected randomly amongst all on-line entries on this following date: Wednesday, May 16, 2018 at around 12:00 pm PT in accordance with Section 1 of these Official Rules.

#### **5. CONDITIONS**

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other Bonneville International Corporation station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent upon request will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.

- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce, advertising and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, unsuccessful, or late entries or notifications; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind;

or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and 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 Promotion prize 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.

- f. 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 Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. 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 text or 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 Promotion. Failure to comply with the rules of the Promotion 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 Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.
- c. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion 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.

- d. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 San Francisco, CA; (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. California law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- e. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to "96.5 KOIT Pixar Fest *Disneyland*® Resort Vacation – Official Rules," Attn: KOIT Promotions, 201 Third Street, #1200, San Francisco, CA 94103. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked "96.5 KOIT Pixar Fest *Disneyland*® Resort Vacation - Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at [www.KOIT.com](http://www.KOIT.com).

## 6. **PRIVACY**

- a. By participating in the Promotion, 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 [www.KOIT.com](http://www.KOIT.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.

**Administrator:**

96.5 KOIT-FM, 201 Third Street, #1200, San Francisco, CA 94103

**Prize Provider:**

Disney Destinations LLC, PO Box 3232, Anaheim, CA 92803