

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.

96.6 KOIT / KOIT-FM
96.5 KOIT'S – HI/LOW CODE TO PARADISE
ON-AIR & 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: KOIT-FM 2001 Junipero Serra Blvd., Suite 350,
Daly City, CA 94014

Prize Provider: Unique Travel Corp, P.O. Box SS-19020,
Nassau, Bahamas

1. HOW TO ENTER

- a. These rules govern the "96.5 KOIT's – Hi/Low Code to Paradise" promotion (the "Promotion"), which is being conducted by KOIT-FM (the "Station"). The Promotion begins on July 19, 2021, and ends on August 20, 2021, or after five (5) trips have been awarded (the "Promotion Dates").
 - i. To enter the Promotion, entrant may enter on-air beginning on July 19, 2021, at 9:00am Pacific Time ("PT") and ending on August 20, 2021, at 3:00pm PT (the "Entry Period") as follows:
 - ii. To enter on-air, listen to the Station during the entry period at approximately: 9:00am (PT), 11:00am (PT), 1:00pm (PT) & 3:00pm (PT) for the announcement of the cue to call. Upon hearing the cue to call, caller twenty-five (25), as announced by the on-air personality, to get through to the station contest line at 888-777-5648 will have the chance to guess a 4-Digit Code. Incorrect codes will be announced as being "Too High or Too Low". Listeners who guess the 4-digit code right will win the 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. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and

completes the call will have the chance to guess the 4-digit code. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a qualifying prize winner only once.

- iii. 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.
- b. There will be up to a total of five (5) on-air winners selected at the conclusion of the Promotion.
- 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.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of California, eighteen (18) years of age or older, and who reside in one of nine (9) county jurisdiction that makes up the Greater San Francisco / Bay Area listening 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 at any time, 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. Only one (1) Entrant, per household are eligible to participate in this Contest. Persons who have won a prize in the ninety (90) days prior to entering the “96.5 KOIT’s- Hi/Low Code to Paradise” are not eligible to participate.
- 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. Five (5) on-air prizes will be awarded. Each prize consists of a four-day/three-night 5-Star Luxury Included® Vacation for two (2) adults to any of the fifteen Sandals Resorts listed below, with locations in Jamaica, Antigua, Saint Lucia, The Bahamas, Barbados and Grenada with round-trip coach airfare for two (2) adults through American Airlines. These Sandals Resorts include: Sandals Montego Bay - Montego Bay, Jamaica, Sandals Royal Caribbean Resort & Private Island- Montego Bay, Jamaica, Sandals Negril Beach Resort & Spa - Negril, Jamaica, Sandals Ochi Beach Resort - Ocho Rios, Jamaica, Sandals Royal Plantation, Ocho Rios, Jamaica - Ocho Rios, Jamaica Sandals South Coast- Westmoreland, Jamaica Sandals Grande St. Lucian Spa & Beach Resort - Gros-Islet, Saint Lucia, Sandals Halcyon Beach St. Lucia - Castries, Saint Lucia, Sandals Regency La Toc Golf Resort & Spa - Castries, Saint Lucia, Sandals Grande Antigua Resort & Spa- St. John’s, Antigua, Sandals Royal Bahamian Spa Resort & Offshore Island- Nassau, Bahamas, Sandals Emerald Bay Golf, Tennis & Spa Resort - Exuma, Bahamas, Sandals Grenada Resort & Spa- St. George’s, Grenada Sandals Barbados- St. Lawrence Gap, Barbados, Sandals Royal Barbados - St. Lawrence Gap, Barbados. The Sandals Prize Package includes: Luxurious accommodations (one (1) room, double occupancy, king-sized bed), all meals, unlimited premium liquors, daily & nightly entertainment, land and water sports, including daily SCUBA diving (for certified divers only), snorkeling, Wi-Fi in all rooms and public areas, resort gratuities, resort taxes and Sandals transfers to and from the resort’s designated airport and Round-trip coach airfare for two (2) adults valid to/from the nearest major U.S. gateway to resort’s designated airport. The tickets are valid one year from March 31, 2021, and are subject to availability and black-out periods. Flights will be on mutually approved dates. Winner and guest must travel on the same

itinerary, originating from the same airport. Flights and airlines are subject to change and availability. Restrictions and blackout dates may apply. "Exclusions" – car rental, personal charges, incidental, telephone calls, Premium Wi-Fi, Red Lane® Spa treatments and services, specialty dining, tours & excursions, inter-island transportation, SCUBA certification courses, room services, meals outside of the selected and/or designated resort, island departure taxes, purchases made at the Sandals Specialty Shops, baggage fees and customs duties are not included. Winners and their guests must have a valid passport to travel. Estimated Retail Value Accommodations = \$2,460, Estimated Retail Value of Airfare= \$1,000. The ARV of the prize is approximately Three Thousand Four Hundred Sixty Dollars (\$3,460) but may vary depending on travel origination and fares in effect at the time of departure. Certain restrictions (including COVID restrictions) shall apply to the vacation packages, Ground transportation is not provided. The vacation packages may not be sold or transferred to any other person or third party.

- b. NOTE: The accommodations portion of the Prize Package is subject to space availability and selected blackout dates. It is the responsibility of KOIT-FM to inform the prizewinner(s) that reservations will not be confirmed until 90 days prior to the selected travel date.
- c. NOTE: It is the responsibility of KOIT-FM to inform the prizewinner(s) that airfare reservations will not be confirmed until 90 days prior to the selected travel date.
- d. The Prize Package must be redeemed for travel within one year from March 31, 2021 and is not transferable or redeemable for cash. No extension will be given after the Prize Package has expired. If the Prize Package is not redeemed, the Prize Package will be forfeited.
- e. Substitution of Resort: UTC reserves the right to substitute the designated resort for another resort in the resort's chain in a similar category or to substitute air carriers (where applicable) and to change dates without prior notice should circumstances so require. The terms and conditions agreed to shall apply with equal applicability to any resort which is the subject of substitution or deviation. UTC nor Sandals Resorts shall be liable for any claim made whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.
- f. KOIT-FM confirms that Unique Travel Corp is the Sandals Prize Package Provider "only".

- g. KOIT-FM will ensure that prizewinner(s) confirms and represent that he/she has complied with all the rules and regulations of the Promotion, and he/she has met all eligibility requirements of the Promotion.
- h. KOIT-FM will ensure that the prizewinner(s), his/her heirs, executors, administrators, and assigns, hereby waive, and release any and all rights, claims, and causes of action whatsoever he/she may have against the Sandal Prize Package Provider now or in the future arising out of his/her participation in the Promotion and/or acceptance and utilization of the Sandals Prize Package that he/she has won, or the exercise of any rights granted herein.
- i. KOIT-FM will provide JAWW Media + Marketing with the name of the prizewinner(s) so that Unique Vacations, Inc., an affiliate of Unique Travel, Corp., may prepare the prize certificate(s). Required paperwork to be released to JAWW Media + Marketing in order to process winner: A copy of station release form & winner's W-9 form. Station is responsible for distributing W-9 forms to winners directly.
- j. Any federal, state and/or local taxes applicable to the Sandals Prize Package will be the prizewinner(s) responsibility to pay. Prizewinner will receive from the KOIT-FM and/or its designee an IRS Form 1099 (or similar) in the amount of the Sandals Prize Package. Sandals Prize Package Provider, nor any of its affiliates will provide any IRS Form 1099 or similar.
- k. The Sandals Prize Package Certificate(s) will outline the terms of the Sandals Prize Package and redemption procedures will be provided at the conclusion of the promotion and upon receipt of proof of performance, for example (if applicable): radio spots, recorded spots / live air checks / interviews, affidavits ROS, screen shots of promo web page, email blasts and Social Media postings, On-air Reach, Total number of social media posts, Online Impressions
- l. The following additional provisions should be brought to the attention of the prizewinner(s): COVID-19: A respiratory virus, called Covid19, has been identified as the cause of an outbreak of respiratory illness that began in December 2019 in the city of Wuhan, Hubei Province, China. Additional cases have been identified in other countries. The prize winner can find updated information on the Center for Disease Control's website. The health and safety of resort guests is a priority. Prior to entering the designated Resort, all guests will be administered a no-touch thermal scan to screen for fever. Anyone with any fever ($\geq 38\text{ C}^\circ/100.4\text{ F}^\circ$) will not be allowed to enter the Resort. There is a risk in entry regardless of temperature checks, and all guests enter at their own risk and shall be advised as follows: If you experience any symptoms of any illness while at the Resort, please stay in your room and contact the Medical Center.

Consultation charges will be waived. If you develop symptoms after leaving the Resort, see a doctor right away and advise the Resort. All guests shall further have to acknowledge and agree that they are fully aware of the contagious nature and effects of COVID-19 and voluntarily assume that risk and responsibility and further agree that they will release, indemnify and hold harmless Unique and Sandals Resorts International Limited, and their respective parent corporations, affiliates, subsidiaries insurers, directors, officers, employees, successors, assigns, agents and representatives, against any claims and/or damages whatsoever, including legal fees relating to any infection, transmission, health condition influenced or otherwise impacted or complication by COVID-19.

- m. On Resort Testing at Sandals Resorts (“Only while this campaign is in effect; subject to removal at Sandals Resorts discretion without notice”). Sandals Resorts is offering complimentary COVID-19 testing to all registered guests across its Sandals Resorts properties prior to their departure. Tests will be conducted by certified medical professionals with guests’ convenience top of mind with appointments being offered with minimal distraction to the overall vacation experience. Tests will be done within 72 hours before guests’ departure, and test results will be available within 24 hours.
- n. Travel Protection Plan – Insurance On Us - (“Only while this campaign is in effect; subject to removal at Sandals Resorts discretion without notice”)
- o. Sandals Resorts have added a new Travel Protection Plan - Insurance On Us powered by Trip Mate that will be purchased on behalf of guests. The plan offers couples expanded medical benefits during their resort stay.
- p. What the Travel Protection Plan - Insurance On Us covers: Medical expenses incurred as part of a treatment for illness, condition and/or accident. COVID-19 is treated the same as any other sickness. Transportation expenses to the nearest facility capable of providing treatment for a sickness or injury that is acute, severe, or life-threatening. Transportation expenses to return home are also covered following an emergency medical evacuation (or a covered injury or sickness). Maximum Benefit of \$100,000 Per Person. There is no exclusion for pre-existing conditions. If a guest’s travel plans are delayed due to the guest being quarantined, the Travel Protection Plan - Insurance On Us reimburses expenses for additional accommodations, meal and local transportation. Maximum Benefit \$200 Per Day, Per Person and up to \$2,800. There is no minimum or maximum age limit for eligibility. Expanded insurance coverage for Emergency Medical Evacuations. Additional \$50,000 per person. Accident & Sickness Medical Expenses. Additional \$75,000 per person. If a guest’s travel plans are delayed due to the guest being quarantined, the Supplemental Travel

Protection Plan - Insurance Is On Us covers up to an additional \$2,050 per person Maximum.

- q. Compliance with Government Entities: The Sandals Prize Package Provider, its affiliates, and parent as well as Sandals Resorts International Limited and/or Resort related entities shall have the right to comply with any and all orders, recommendations, or directions whatsoever given by any government entity or by persons purporting to act with such authority, and such compliance shall not be deemed a breach of the Agreement or any agreement entitling the guests to assert any claim for liability, compensation or refund.

- r. CLASS ACTION WAIVER: THE SANDALS PRIZE PACKAGE PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES GUEST FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER AS A RESULT OF ACCEPTANCE OF THE SANDALS PRIZE PACKAGE. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST UNIQUE WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF GUEST'S CLAIM IS SUBJECT TO LEGAL PROCEEDING UNDER FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE UNIQUE TRAVEL CORP. - TERMS AND CONDITIONS, THE GUEST FURTHER AGREES AND ACKNOWLEDGES THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE PROCEEDING OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ANY CLAIMS HEREIN. THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE FORUM SELECTION AND CHOICE OF LAW PROVISION SET FORTH IN THE UNIQUE TRAVEL CORP. – TERMS AND CONDITIONS. Guest agrees that the parties referenced in FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE UNIQUE TRAVEL CORP. – TERMS AND CONDITIOINS that may be the subject of any claim by Guest can receive immediate judicial assistance to enforce this class action waiver.

- s. Email spam laws: KOIT-FM will abide by all spam laws in regard to any and all emails and email blast sent. The Company further agrees to indemnify, defend and hold harmless, Unique Travel Corp, its subsidiaries, affiliated corporations

and their respective directors, officers, employees, agents, successor, assigns and any supplier mentioned within an email sent on behalf of Unique Travel Corp from and against all liability, damages, loss, cost or expense including but not limited to reasonable legal fees and costs, arising out of or in connection with the failure of the KOIT-FM to comply with the violation or alleged violation of the Can-SPAM Act for U.S. based emails or the Canadian Anti-Spam Legislation ("CASL") for Canadian based emails or addresses.

- t. Opt-ins: ALL Opt-ins provided by KOIT-FM (when applicable) shall consist only of the names, telephone numbers and email addresses of individual who expressly opted in to receive telephone and email communications from UTC and/or Sandals Resorts and that for the purposes of this section, a recipient will only be considered to have expressly opted in to receive telephone and email communications from UTC and/or Sandals Resorts if they took an active step to affirmatively agree to receive such communications and UTC and/or Sandals Resorts was specifically identified at the time consent was given. KOIT-FM shall further agree to maintain and retain adequate proof that each lead expressly opted in to receive telephone and email communications from UTC and/or Sandals Resorts, which proof must consist, at minimum, of records showing the manner in which such consent or express opt-in was obtained, and the time that such consent or express opt-in was obtained.
- u. 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. There will be five (5) on-air prize winners in this contest as described above in Section 1 of these Official Rules.
- b. Odds of winning the on-air prize depend upon the number and order of eligibility of people that call in and guess the 4-digit code right.
- c. Odds of winning the online prize depend upon the number of eligible online entries received.
- d. Winners do need to listen to the Station to win and do not need to be present to win. All prizes must be claimed within thirty (30) days of winning, as directed by the Station. Public health conditions do not permit a Winner to claim the prize in person, so the Station will coordinate with the Winner to confirm his or her

identify remotely and deliver the prize by mail or other means of delivery. The Winner must have their prize shipped and 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.

- e. Potential Winner(s) will be notified of winning by email or telephone. 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 an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. 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 period, or if a prize or prize notification is returned as undeliverable, the potential Winner forfeits the prize(s). The Station 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 multiple entries 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 computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all 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 www.koit.com within twenty-four (24) hours of the change and periodically thereafter. If a prize cannot be awarded or used or a prize-related event cannot take place as scheduled, for reasons beyond the control of the Station, including, but not limited to, promoter or performer actions, cancellation, preemption, postponement or unavailability due to the closure of a Contest Sponsor's location, if applicable, or weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any other reason beyond the control of the Station, 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 and verify their identity either through email, DocuSign, or videoconference, and complete an 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 accepting a prize(s) constitutes agreement by Entrant and/or Winner to 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 losses or damages, including, but not limited to, personal injury or communicable diseases sustained or incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto, 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) including any results thereof such as changes in services or location necessitated by same; or (vii) event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to the closure of any contest sponsor location, promoter or performer issues, acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other reason beyond the Station's sole control.
- g. Except where prohibited, by entering the Contest, each Entrant agrees that:
 - (i) 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 San Francisco, California; (ii) 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 (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) 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.

6. PRIVACY

- a. By participating in the Contest and/or accepting a prize(s), 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. 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. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

7. WINNERS' LIST/COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Consistent with Section 1(g), only one entry per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) entry by using the same email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such Entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website www.koit.com or by sending a request, along with a self-addressed stamped envelope to the Station at: 2001 Junipero Serra Blvd, Suite 350, Daly City, CA 94014.
- c. For a list of Winners', mail a request and a self-addressed stamped envelope to 2001 Junipero Serra Blvd., Suite 350, Daly City, CA 94014, identifying "2021 Winners' List for 96.5 KOIT's- Hi/Low Code to Paradise." All requests for Winner lists must be mailed and received by the Station no later than Wednesday, October 20, 2021.