

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.

96.5 KOIT / KOIT-FM
DISNEY CRUISE LINE GIVEAWAY
ON-AIR AND 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: Disney Destinations, PO Box 10000,
Lake Buena Vista, FL 32830-1000

1. HOW TO ENTER

- a. These rules govern the KOIT-FM "Disney Cruise Line Giveaway" promotion (the "Promotion"), which is being conducted by KOIT-FM (the "Station"). The Promotion begins on Friday, March 31, 2023, and ends on Friday, May 12, 2023 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter online beginning on Friday, March 31, 2023, at 7:30pm Pacific Time ("PT") and ending on Friday, May 12, 2023, at 11:59pm (PT) (the "Entry Period") as follows:
 - i. To enter online, visit www.KOIT.com and follow the links and instructions to enter the Contest and complete and submit the online entry form ("Disney Cruise Line Giveaway Entry") during the Entry Period outlined above. Entries are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Entry per eligible Entrant during the Entry Period will be allowed, regardless if Entrant has more than one email address. Multiple Entrants 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.
 - ii. 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. To enter the Promotion, entrant may enter on-air, beginning on Monday, April 10, 2023, at 7:00am Pacific Time (“PT”) and ending on Friday, April 14, 2023, at 7:15am (PT) (the “Entry Period”) as follows:
 - i. To enter on-air, listen to the Station beginning Monday, April 10, 2023, at 7:00am (PT) and ending on Friday, April 14, 2023, at 7:15am (PT) and for the cue to call to be announced by the on-air host. Caller Twenty-Five (25) into the studio at 415-777-5648 will win a qualifying prize of One Hundred Dollars (\$100.00) in Disney Gift Cards. 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.
- b. There will be Five (5) qualifying prize winners and One (1) grand prize winner from the qualifying on-air and online entries received at www.KOIT.com at the conclusion of the Promotion.
- c. Travel and lodging for the Vacation Package awarded by Promoter **must be booked at least forty-five (45) days prior to the intended travel dates and must occur from October 1, 2023 to May 31, 2024.** (the “Prize Redemption Date”), subject to applicable residency restrictions for visitors to the Premises. The winner and up to three (3) guests (each a “Guest”; collectively “Guests” and together with the winner, the “Group”), (both as defined in Section 1(a) of as chosen by Disney.
- d. All costs and expenses not expressly stated in the Vacation Package description above are excluded and solely the responsibility of Prize Winner or his/her/their guests, including but not limited to:
 - Shore excursions
 - Travel insurance
 - Laundry service
 - Spa treatments
 - Alcoholic and specialty non-alcoholic beverages (including specialty coffee)
 - Individually charged snacks and treats (including but not limited to movie popcorn,

packaged candy, ice cream, gelato, pastries, and bar snacks)

- Local and long distance telephone calls
- Ship to shore communications including internet
- Merchandise and souvenirs
- Tips and gratuities not specifically set forth above

Approximate retail value (“ARV”) of the four (4)-night Grand Prize: \$10,320.92, which includes Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website).

The actual value of the Vacation Package may vary depending on point of departure and fluctuations of rates and airfares. If the actual value of the Vacation Package is less than stated ARV, the difference will not be awarded.

Vacation Package components may not be sold, traded, transferred, or refunded. Vacation Package is not redeemable for cash. Vacation Package is non-commissionable.

Travel for the Vacation Package must be booked at least forty-five (45) days prior to the intended travel dates and must occur from October 1, 2023 to May 31, 2024.

Disney Cruise Line reserves the right to change the allowable travel dates, cruise ship or any other component of the Vacation Package, for any reason and in its sole discretion. No substitution of Vacation Package or any elements thereof is allowed, except at Disney Cruise Line’s sole discretion. Ports of call, offerings and experiences onboard are subject to change, availability and cancellation without notice.

(Block Out Dates at the discretion of Disney Cruise Line and subject to change)

The Prize Winner and up to three (3) guests must travel together on the same itinerary, and air transportation must be round-trip from/to the Departure Airport, as chosen by Disney Cruise Line. Once selected by the Prize Winner, guests cannot be changed without the express consent of Disney Cruise Line, which may be withheld for any reason. If the Prize 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 Vacation Package or compensation provided to the Prize Winner.

Vacation Package fulfillment is subject to restrictions and availability. The Vacation Package must be booked through a travel agent as designated by Disney Cruise Line at least forty-five (45) days prior to the intended departure date. Disney Cruise Line will determine airline and flight itinerary in its sole discretion. Airline carrier’s regulations and conditions apply to air travel. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. No refund or compensation will be made in the event of the cancellation or delay of any flight or cruise. Disney and Disney Cruise Line are not liable,

including for any costs or expenses, if any component of the Vacation Package is delayed, postponed or cancelled for any reason and Prize Winner will not be reimbursed, and no substitution will be provided except as in Disney Cruise Line's sole discretion.

The Prize Winner and his/her/their guests 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. The Prize Winner and each guest is responsible for ensuring that they have proper citizenship documentation.

The Prize Winner and his/her/their guests will be required to execute a liability/publicity/COVID-19 release and waiver form prior to booking of any travel. The Prize Winner and each guest will also be required to sign the Disney Cruise Line cruise contract before embarkation (the "**Cruise Contract**"). The Cruise Contract is available at www.disneycruise.com/cruisecontract. Failure to return the executed release form or to accept and sign the Cruise Contract within the specified time periods will result in forfeiture of the Vacation Package. Prize Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of their travel party, related to any use or misuse of the Vacation Package or any related activity or travel.

The Prize Winner and his/her/their guests are required to comply with Disney Cruise Line's health and safety measures and operational guidelines, including but not limited to, vaccination, face covering, COVID-19 testing and physical distancing requirements. Persons not meeting embarkation requirements will be denied boarding. Visit www.disneycruise.com/updates for the latest information.

Health and safety measures and operational guidelines, ports of call and offerings may change at any time without notice. Certain onboard venues, experiences and other offerings may be modified or unavailable, will have limited capacity and will be subject to limited availability, advance reservations or even closure.

Minors under the age of eighteen (18) not traveling with a parent or legal guardian must be accompanied by an adult over the age of twenty-one (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.

Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Vacation Package due to reasons beyond Sponsor's control, and are not responsible or liable for any expenses incurred as a consequence thereof. The guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, "**Guest Documents**"), which must be returned with the verification documents requested of Prize Winner, or guest portion of the Vacation Package will be forfeited.

Federal, state and local taxes, if any, are the sole responsibility of the Grand Prize Winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

- e. 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.
- f. 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 KOIT-FM "Disney Cruise Line Giveaway Contest 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) qualifying prizes will be awarded. Each prize includes One Hundred Dollars (\$100.00) in Disney Gift Cards. The Retail Value ("ARV") of each prize is \$100.00
- b. One (1) grand prize will be awarded. The grand prize is a One (1) Disney cruise prize package ("Vacation Package") from Disney Destinations, LLC ("Disney"). The Vacation Package is a four (4) night Disney Cruise Line vacation for four (4) persons (i.e., Prize Winner and up to three (3) guests), to be taken aboard the Disney Magic or Disney Wonder, and a one (1)-night stay in San Diego prior to the cruise, consisting of the following components:
 - a. The San Diego stay shall consist of the following: Four (4) roundtrip coach airfares between the major U.S. gateway airport closest to the Prize Winner's residence ("Departure Airport") and San Diego International Airport in San Diego, CA (if the winner resides outside a 200-mile radius of San Diego, CA); Ground transportation for up to four (4) persons or voucher(s) for local ground transportation service from San Diego International Airport to a San Diego area hotel (at the discretion of Disney Cruise Line); One (1) standard room with a maximum occupancy of four (4) persons at a San Diego area hotel (resort selection at the discretion of Disney Cruise Line) for one (1) night prior to the ship's departure;

- b. The Disney Cruise shall consist of the following: Round trip ground transportation for up to four (4) persons or voucher(s) for local round-trip ground transportation service from the San Diego area hotel to the Port of San Diego, and from Port of San Diego to San Diego International Airport (at the discretion of Disney Cruise Line); One (1) four (4) night Cruise on the Disney Magic or Disney Wonder for up to four (4) persons, consisting of: One (1) stateroom aboard the Disney Magic or Disney Wonder (location/category at the discretion of Disney Cruise Line) with a maximum occupancy four (4) people; All meals onboard the Disney Magic or Disney Wonder (excluding specialty dining) Pre-paid onboard gratuities for the stateroom host/hostess, dining room server, assistant server and head server; Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website).
- c. All costs and expenses not expressly stated in the Vacation Package description above are excluded and solely the responsibility of Prize Winner or his/her/their guests, including but not limited to: Shore excursions, Travel insurance, Laundry service, Spa treatments, Alcoholic and specialty non-alcoholic beverages (including specialty coffee), Individually charged snacks and treats (including but not limited to movie popcorn, packaged candy, ice cream, gelato, pastries, and bar snacks), Local and long distance telephone calls, Ship to shore communications including internet, Merchandise and souvenirs, Tips and gratuities not specifically set forth above.
- c. Approximate retail value ("ARV") of the four (4)-night Grand Prize: \$10,320.92, which includes Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website). The actual value of the Vacation Package may vary depending on point of departure and fluctuations of rates and airfares. If the actual value of the Vacation Package is less than stated ARV, the difference will not be awarded.
- d. Vacation Package components may not be sold, traded, transferred, or refunded. Vacation Package is not redeemable for cash. Vacation Package is non-commissionable.
- e. Travel for the Vacation Package must be booked at least forty-five (45) days prior to the intended travel dates and must occur from October 1, 2023 to May 31, 2024.
- f. Disney Cruise Line reserves the right to change the allowable travel dates, cruise ship or any other component of the Vacation Package, for any reason and in its sole discretion. No substitution of Vacation Package or any elements thereof is allowed, except at Disney Cruise Line's sole discretion. Ports of call, offerings and experiences onboard are subject to change, availability and cancellation without notice. (Block Out Dates at the discretion of Disney Cruise Line and subject to change)

- g. The Prize Winner and up to three (3) guests must travel together on the same itinerary, and air transportation must be round-trip from/to the Departure Airport, as chosen by Disney Cruise Line. Once selected by the Prize Winner, guests cannot be changed without the express consent of Disney Cruise Line, which may be withheld for any reason. If the Prize 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 Vacation Package or compensation provided to the Prize Winner.
- h. Vacation Package fulfillment is subject to restrictions and availability. The Vacation Package must be booked through a travel agent as designated by Disney Cruise Line at least forty-five (45) days prior to the intended departure date. Disney Cruise Line will determine airline and flight itinerary in its sole discretion. Airline carrier's regulations and conditions apply to air travel. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. No refund or compensation will be made in the event of the cancellation or delay of any flight or cruise. Disney and Disney Cruise Line are not liable, including for any costs or expenses, if any component of the Vacation Package is delayed, postponed or cancelled for any reason and Prize Winner will not be reimbursed, and no substitution will be provided except as in Disney Cruise Line's sole discretion.
- i. The Prize Winner and his/her/their guests 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. The Prize Winner and each guest is responsible for ensuring that they have proper citizenship documentation.
- j. The Prize Winner and his/her/their guests will be required to execute a liability/publicity/COVID-19 release and waiver form prior to booking of any travel. The Prize Winner and each guest will also be required to sign the Disney Cruise Line cruise contract before embarkation (the "Cruise Contract"). The Cruise Contract is available at www.disneycruise.com/cruisecontract. Failure to return the executed release form or to accept and sign the Cruise Contract within the specified time periods will result in forfeiture of the Vacation Package. Prize Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of their travel party, related to any use or misuse of the Vacation Package or any related activity or travel.
- k. The Prize Winner and his/her/their guests are required to comply with Disney Cruise Line's health and safety measures and operational guidelines, including but not limited to, vaccination, face covering, COVID-19 testing and physical distancing requirements. Persons not meeting embarkation requirements will be denied boarding. Visit www.disneycruise.com/updates for the latest information.

- l. Health and safety measures and operational guidelines, ports of call and offerings may change at any time without notice. Certain onboard venues, experiences and other offerings may be modified or unavailable, will have limited capacity and will be subject to limited availability, advance reservations or even closure.
- m. Minors under the age of eighteen (18) not traveling with a parent or legal guardian must be accompanied by an adult over the age of twenty-one (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.
- n. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.
- o. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Vacation Package due to reasons beyond Sponsor's control, and are not responsible or liable for any expenses incurred as a consequence thereof. The guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, "Guest Documents"), which must be returned with the verification documents requested of Prize Winner, or guest portion of the Vacation Package will be forfeited.
- p. Federal, state and local taxes, if any, are the sole responsibility of the Grand Prize Winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.
- q. The grand prize may not be sold, traded, transferred, and rescheduled to dates other than as set forth above. Certain travel restrictions apply. Saturday night stay may be required. Arrangements must be made through Disney Destinations, LLC. Expiration dates will not be extended. Disney, its parent, subsidiary, related and affiliated companies, and their respective officers, directors, employees and agents shall be released and discharged from any and all legal claims, losses injuries, demands, damages, actions, and / or causes of actions which arise out of and / or in any way related to the prize, the receipt, use and / or enjoyment of the prize and / or promotion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport, excursions, entertainment and other activities at or arranged by the Resort, airport

departure fees and taxes, baggage fees, travel insurance, hotel room service, parking fees, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, tips, gratuities, services or all other charges not explicitly included in the vacation packages are the responsibility of the winner. The winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. Airline regulations apply. The winner may be required to present a valid credit card upon hotel check-in to cover any incidental expenses incurred during the winner's stay. The winner and guest(s) must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize related event or travel 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 Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize.

- r. 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 twenty-one (21) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- s. 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). 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. Other restrictions may apply.
- t. Winner will be required to provide his/her social security number and any other documentation and/or sign any documentation Station requires as determined in its sole discretion as a condition of accepting the Prize.
- u. 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.

- v. 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. Five (5) qualifying prize winners and one (1) grand prize winner from the qualifying on-air and online entries received at www.KOIT.com at the conclusion of the Promotion will be selected as described above in Section 1 of these Official Rules.
- c. Odds of winning a prize depend upon the number and order of eligible entries received.
- d. Winners do not 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 identity 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 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: www.KOIT.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. 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.

- f. 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 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.

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 www.KOIT.com 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 2001 Junipero Serra Blvd., Suite 350, Daly City, CA 94014, identifying KOIT-FM "2023 Winners' List for "Disney Cruise Line Giveaway" Contest. All requests for winner lists must be mailed and received by the Station no later than July 12, 2023.