

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
VACATION TO AULANI, A DISNEY RESORT & SPA – FALL 2023
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: Disney Destinations, PO Box 3232,
Anaheim, CA 92803

1. HOW TO ENTER

- a. These rules govern the “Vacation to Aulani, A Disney Resort & Spa – Fall 2023” promotion (the “Promotion”), which is being conducted by KOIT-FM (the “Station”). The Promotion begins on Monday, September 18, 2023, and ends on Friday, October 13, 2023 (the “Promotion Dates”).
 - i. To enter the Promotion, entrant may enter on-air beginning on Monday, September 18, 2023, at 7:00am Pacific Time (“PT”) and ending on September 22, 2023, at 7:15am (PT) (the “Entry Period”) as follows:
 - ii. To enter on-air, listen weekdays beginning Monday, September 18, 2023, at 7:00am (PT) and ending on Friday, September 22, 2023, at 7:15am (PT), caller Twenty-Five (25) to get through to the Station contest line at 415-777-5648 (KOIT) will be awarded the on-air 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 be an on-air prize 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 prize winner only once.

- iii. To enter the Promotion, entrant may enter online beginning on Monday, September 18, 2023, at 12:00am Pacific Time (“PT”) and ending on Friday, October 13, 2023, at 11:59pm PT (the “Entry Period”) as follows:
 - iv. 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 (“Vacation to Aulani, A Disney Resort & Spa – Fall 2023 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. Only one (1) Vacation to Aulani, A Disney Resort & Spa – Fall 2023 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.
 - v. 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 Ten (10) on-air prize winners selected during the Promotion and One (1) online prize winner 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, nineteen (19) 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 Vacation to Aulani, A Disney Resort & Spa – Fall 2023 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. Ten (10) on-air prizes will be awarded. Each on-air prize includes four (4) \$25.00 Disney Gift Cards. The card(s) are valid at Disney Stores across the U.S. online at DisneyStore.com, as well as select locations at Walt Disney World® Resort, Disneyland® Resort and Disney Cruise Line®. Gift cards cannot be used to purchase a Subscription. The Retail Value (“ARV”) of each on-air prize is \$100.00. Some restrictions apply. The gift card(s) will be subject to the terms and conditions as set forth by the issuer of the gift cards. Gift cards are not refundable or transferable and may not be substituted or exchanged for cash or credit at any time, nor will gift cards be replaced if lost or stolen.
- b. One (1) online prize will be awarded. The grand prize is a vacation for four (4) persons (for the grand prize winner and three (3) guests) to Aulani, A Disney Resort and Spa and in Ko Olina Hawaii (the “Resort”). The grand prize includes the following:

- i. Round Trip air travel for four (4) on Southwest Airlines® for the Group between the major United States gateway airport closest to winner's residence ("Departure Airport") and Honolulu International airport ("Arrival Airport") as chosen by Disney (with possible layovers, subject to Air Travel Restrictions set forth in Official Rules; provided, however, if the winner resides on the island of Oahu, airfare will not be provided) (airport, airline carrier and flights to be selected by Disney in its sole and absolute discretion).
 - ii. Up to four (4) round trip ground transfers for the Group between the Arrival Airport and the Premises (provided, however, if the winner resides on the island of Oahu, transfers will not be provided) (ground transfers to be selected by Disney in its sole and absolute discretion).
 - iii. Hotel accommodations for the Group (one (1) standard room/quad occupancy, including room tax, subject to certain room availability) for up to four (4) consecutive nights at the Premises as selected by Disney in its sole discretion (standard daily hotel parking at the Premises is not included unless winner resides on the island of Oahu).
 - iv. A \$200.00 (two hundred dollar) Aulani Resort credit.
 - v. The approximate retail value ("ARV") of one (1) Vacation Package is dollars (\$5,249.00). The actual value of the vacation package may vary depending on point of departure and fluctuations of hotel rates and airfares. Any difference between the approximate retail value and the actual cost of the/each Vacation Package will not be awarded.
- c. Travel and lodging for the Vacation Package awarded by Promoter must be completed prior to December 15, 2024. The winner and up to three (3) guests (each a "Guest"; collectively "Guests" and together with the winner, the "Group") must travel together on the same itinerary, and air transportation must be round-trip from/to the same Departure Airport/Arrival Airport (both as defined in Section 1(a) of EXHIBIT B), as chosen by Disney.
- d. Vacation Package fulfillment and travel are subject to certain restrictions, air travel/flight availability, and certain hotel/room availability at the Premises. The Vacation Package must be booked through a travel agent as designated by Disney at least forty-five (45) days prior to arrival. Block-out dates apply. No extensions will be granted. Certain travel and lodging restrictions apply including airline carrier's regulations and conditions. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Promoter and Disney are not liable for any expenses incurred as a consequence of flight cancellation/delay.
- e. Air Travel Restrictions for travel aboard Southwest Airlines: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Round trip travel for four (4) on Southwest Airlines will be awarded in the form of

eight (8) Southwest flight e-passes. Each Southwest flight e-pass is valid for one-way travel on Southwest Airlines-operated, published, scheduled service in the United States and Puerto Rico. The Southwest flight e-pass will bear the date of issue and the date of expiration. Expiration dates will not be extended, and travel must be completed on or before the expiration date. The Southwest flight e-pass is not valid on interline or codeshare service. The Southwest flight e-pass is non-refundable and is not redeemable for cash or credit. The Southwest flight e-pass will not be replaced for any reason, including, without limitation, if lost, stolen, or fraudulently used. The Southwest flight e-pass is non-transferrable and cannot be sold to a third party. Sale, auction, or re-tendering of the Southwest flight e-pass for money or otherwise is strictly prohibited. The Southwest flight e-pass may not be used for promotional purposes unless previously approved by Southwest Airlines. Any suspected fraud, misrepresentation, misuse, abuse or violation of the Southwest flight e-pass rules and regulations may result in cancellation of the Southwest flight e-pass(es). Southwest flight e-pass holders are required to be nineteen (19) years of age or older and a legal U.S. resident. However, the recipient of a Southwest flight e-pass may arrange travel for another person if done without selling or bartering a Southwest flight e-pass. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage set out at www.southwest.com/contractofcarriage. If the winner does not live in a city served by Southwest Airlines, he/she is responsible for transportation to and from the nearest airport served by Southwest Airlines. Winner is responsible for booking all travel and paying all applicable international taxes and fees. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents. Winner and guest(s) must have valid government-issued photo identification at the time of travel. If a travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian. Any and all disputes, claims and causes of action arising out of or in connection with the prize described for air travel provided by Southwest Airlines or the use thereof shall be resolved individually, without resort to any form of class action, and exclusively governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas and (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including associated with entering this Sweepstakes, but in no event attorneys' fees. THE EXCLUSIVE JURISDICTION FOR ANY DISPUTE FOR AIR TRAVEL PROVIDED BY SOUTHWEST AIRLINES OR THE USE THEREOF SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS.

- f. Southwest Airlines Co. is not a sponsor, co-sponsor, or administrator of this promotion.

- g. Winners must be at least nineteen (19) years of age to enter and win. A Guest under the age of majority must be accompanied by his/her parent/legal guardian who must be at least the age of majority and both will be deemed Guests of the winner (unless the winner is the Guest's parent or legal guardian). Once selected by winner, Guests cannot be changed without the express consent of Disney, which may be withheld for any reason.
- h. Vacation Package and its components may not be used in conjunction with any other promotion or offer, separated, sold, exchanged or redeemed for cash, traded, transferred, substituted, assigned, or rescheduled to dates other than as set forth above, except in Disney's sole and absolute discretion.
- i. The Vacation Package will not include the following: transportation from/to winner's residence to/from Departure Airport, transportation to/from the Premises if winner resides on the island of Oahu, airport departure fees, baggage fees; insurance (health, travel, medical); parking fees (unless stated otherwise); room service, laundry service, spa treatments; food or beverages; merchandise, souvenirs; incidental expenses; local or long distance telephone calls; tips, gratuities, service charges; or any taxes; or any other charges not explicitly included herein.
- j. All elements of the Vacation Package must be used by the Group on the same dates during the redemption of the Vacation Package. Any portion of the Vacation Package not accepted or used by winner will be forfeited.
- k. Entertainment and other elements of the Vacation Package may be seasonal and subject to change without notice.
- l. A winner may not charge any Guest for participating in the prize. Prizes are awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Promoter or Disney.
- m. The winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- n. The winner will not receive compensation for any element(s) of the Vacation Package that any participant(s) is unable to use for any reason, and such unused portion(s) of the Vacation Package will be forfeited.
- o. If the winner chooses to bring less than the allotted number of Guests, the Vacation Package will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the winner.
- p. The winner and his/her Guests will be required to execute a liability/publicity/COVID-19 release and waiver form prior to booking of any travel. Failure to return the executed release form within the specified time period will result in forfeiture of the Vacation Package. Winner acknowledges that he/she is

solely responsible for any actions, claims or liabilities of the Group, related to any use or misuse of the prize or any prize-related activity or travel.

- q. Any damaged, lost or stolen travel vouchers or gift cards will not be replaced. Gift cards are not redeemable or exchangeable for cash (except as required by law) and are subject to all terms and conditions of use as established by issuer.
- r. There may be specific instructions and requirements for all visitors to Hawaii, which may include mandated quarantine or pre-travel testing. The winner and his/her Guests are solely responsible at their own cost for staying updated on and complying with any of the latest advisories, restrictions and travel alerts that may be in place for travel to Hawaii leading up to the planned stay. State requirements are subject to change.
- s. The actual value of the Vacation Package may vary depending on point of departure and fluctuations of hotel rates and airfares. Any difference between the approximate retail value and the actual cost of the/each Vacation Package will not be awarded.
- t. Federal, state and local taxes relating to the prize are the responsibility of the winner and Promoter will issue all tax forms including a 1099 form to the winner.
- u. Promoter is the sponsor of the Sweepstakes.
- v. 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.
- w. 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.
- x. 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.
 - 1. Round Trip air travel for four (4) on Southwest Airlines® for the Group between the major United States gateway airport closest to winner's residence ("Departure Airport") and Honolulu International airport ("Arrival Airport") as chosen by Disney (with possible layovers, subject to Air Travel Restrictions set forth in Official Rules; provided, however, if the winner resides on the

island of Oahu, airfare will not be provided) (airport, airline carrier and flights to be selected by Disney in its sole and absolute discretion).

- y. (ii) a voucher for ground transportation between the Honolulu International Airport and the Resort for the grand prize winner and three (3 guests); (iii) one (1) standard room (maximum of four (4) persons per room) at the Resort for four (4) nights; and (iv) \$200 Resort spending credit valid at the Resort. The ARV of the grand prize is (\$5,249.00) 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, which restrictions shall be determined by Disney in its sole and absolute discretion. The vacation packages (and all elements thereof) are not redeemable for cash and are non-transferable except in Disney's sole and absolute discretion. The vacation packages may not be sold or transferred to any other person or third party. The grand prize must be completed by December 15, 2023.
- z. Vacation Package fulfillment and travel are subject to certain restrictions, air travel/flight availability and certain hotel/room availability at the Resort. The Vacation Package must be booked through a travel agent as designated by Disney at least forty-five (45) days prior to arrival. Block-out dates apply. No extensions will be granted. Certain travel and logging restrictions apply including airline carrier's regulations and conditions. Airline tickets are non-refundable, non-transferable and are not valid for upgrades. Promoter and Disney are not liable for any expenses incurred as a consequence of flight cancellation/delay.
- aa. Travelers under the age of eighteen (18) must be accompanied by a parent/legal guardian who must be eighteen (18) years of age. 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.

- bb. 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).
- cc. 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.
- dd. 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.
- ee. 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.

- ff. 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. One (1) online grand prize winner will be selected on or around Monday, October 16, 2023, at around 12:00pm, from the qualifying online entries received at www.KOIT.com 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 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. 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: 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 "Vacation to Aulani, A Disney Resort & Spa – Fall 2023" Contest. All requests for winner lists must be mailed and received by the Station no later than December 1, 2023.