

FM100.3 KSFI-FM “Family vacation to Disney Aulani Resort”

CONTEST OFFICIAL RULES

1. Dates/Eligibility. The FM100.3 KSFI “Family Vacation to Disney Aulani Resort” Contest (the "Contest") begins February 16 at 8:20 AM MST and ends on February 26, 2021 at 4:20PM MST. The contest dates exclude weekends during the contest flight (Saturday and Sunday). FM100.3 KSFI (the "Station") may change the dates and/or terms of the Contest, including canceling the Contest, without prior notice. Any material changes will be announced on the Station. The Contest is open to all legal residents of Utah, eighteen (18) years of age and older at the time of entry. Employees or agents of the Station, any entity associated with the sponsorship or administration of the Contest (collectively, the "Sponsors") or any other television or radio station that serves the Salt Lake City, Utah area, as well as members of the same household of any such employee or agent, may not participate. The phrase "members of the same household" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as in-laws or by current or past marriages, remarriages, adoption, co-habitation or other family extension, and any other persons residing at the same household, whether or not related. No more than one (1) winner per household. There is no purchase necessary to enter or win the Contest. A purchase will not improve the chances of winning. Winners of a prize in any contest conducted by the Station during the thirty (30) day period immediately prior to the start of the Contest may not participate.

2. How to Enter/Selection of Winners. Contestants must listen in to FM100.3-FM Monday-Friday at 8:20 AM, 9:20 AM, 11:20 AM, 1:20 PM, and 4:20 PM. When listeners hear the “que to call” and are the correct caller on the studio line at (801) 575-1100 during each of the times stated above, they will receive a \$25 Disney Gift Card be qualified to win the Disney Aulani Family Vacation. The DJ will notify the contestant if they are correct caller during each contest time period. Becoming the correct caller on the times listed above, will automatically qualify the contestant to be entered into win the random drawing for a Disney Aulani family vacation for four. KSFI will announce the random Disney Aulani Family Vacation winner on Friday, February 26 at 5:00PM MST.

3. Prizes. KSFI will be giving away (45) qualifying prizes that consist of a \$25 Disney Gift Card and (1) One Grand Prize package including Roundtrip coach airfare for four (4) between Salt Lake City and Honolulu, A voucher for four (4) roundtrip ground transfers between the Honolulu International Airport and the Resort, Room accommodations of one (1) standard room (with a maximum of four (4) person per room) for four (4) nights at the Resort, \$200 Resort Credit, package must be taken before June 15, 2022 (certain travel and Covid restrictions do apply, based on availability), Estimated value of vacation Package - \$5,249).

- (a) Travel and lodging for the Vacation Package awarded must be completed prior to June 15, 2022. 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 as chosen by Disney.

- (b) 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 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.
- (c) Winners must be at least the age of majority pursuant to his/her applicable state of residence 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.
- (d) 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.
- (e) The Vacation Package will not include the following: transportation from/to winner's residence to/from Departure Airport, transportation to/from the Resort, airport departure fees; baggage fees; travel insurance; room service; parking fees; laundry service; spa treatments; food; alcoholic beverages; merchandise, souvenirs; incidental expenses; local and long distance telephone calls; tips, gratuities, service charges, taxes; and all other expenses not explicitly included herein.
- (f) 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.
- (g) The 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.
- (h) The winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- (i) Winner is required to have and present a major credit card in good standing upon check-in.
- (j) 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.
- (k) 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.

- (l) The winner and his/her Guests will be required to execute a liability/publicity release 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.
- (m) Any damaged, lost or stolen or travel vouchers will not be replaced.
- (n) The actual value of the Vacation Package may vary depending on point of departure and seasonal 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.
- (o) 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.
- (p) Promoter is the sponsor of the Sweepstakes.
- (q) 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.
- (r) All disputes arising out of or relating to any prize provided by Disney shall be resolved by applying the laws of Hawaii, without regard to conflict of law rules, and shall be solely and exclusively brought in state or federal courts within Honolulu, Hawaii. 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.
- (s) 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.

The Station DJ will be the final judge. Each winner will be required to produce identification satisfactory to the Station. Each winner will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station, prior to receiving their prize. Each winner will be responsible for any taxes or fees that result from the receipt and/or use of their prize. Some winners may be required to complete an IRS Form W-9 and may receive an IRS Form 1099-Misc.

4. Conditions/Restrictions. Calling the Station to participate in 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. In exchange for the right to participate in the Contest, each contestant agrees to release and indemnify each of the Sponsors, and the officers, directors, agents, parent companies, subsidiaries and employees of the Sponsors, for, from and against any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether

presently known or unknown, foreseen or unforeseen, that arise out of the contestant's participation in the Contest or, if the contestant is a winner of a prize, the use of their prize. Entry into the Contest constitutes permission for each Sponsor and/or its respective designees to use the contestant's name, likeness, portrait, voice and/or biographical material for an unlimited period of time in order to advertise promote or publicize the Sponsors and/or the products and services of any of its designees. Anyone using fraudulent means to participate in and/or win the Contest will be subject to disqualification. The Sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind, lost or unavailable network connections or incomplete, garbled or delayed computer transmission, regardless of cause. The Station reserves the right in its sole discretion, to cancel or suspend the Contest should a virus, bug or other problem beyond the control of the Station corrupt the administration, security or proper execution of the Contest.

5. Rules. Copies of these rules are available at the Station's website (www.FM100.com), at the studios of the Station, located at 55 North 300 West, Salt Lake City, Utah 84180, during regular business hours or by sending a request, along with a self-addressed stamped envelope, to the Station at the address above.