

**NEW COUNTRY 96.3's "VACATION TO AULANI RESORT" CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained at the offices of radio station KSCS-FM ("Station"), owned and operated by WBAP-KSCS Assets LLC., 3090 Olive Street, Suite 400, Dallas, TX 75219, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **New Country 96.3's "Vacation To Aulani Resort"** Contest (the "Contest") substantially as described in these rules, and by participating, each participant agrees as follows:

- 1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

**Eligibility.** This Contest is open only to legal U.S. residents, age twenty-one (21) years or older at the time of entry with a valid Social Security number and who reside in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio. , **Void where prohibited by law.** Employees of Radio Metroplex LLC its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Station's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. **A person may only qualify one (1) time during this Contest, and only one (1) Qualifier per household and/or immediate family. The first person to qualify in an immediate family and/or household will be deemed to be the one (1) and only one (1) Qualifier in this Contest**

- 2. Contest Period.** The Contest will begin at **8:00am CT on Monday, September 9, 2019** and will run through **5:00pm CT on Friday, September 13, 2019** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

- 3. How to Enter.** To enter:

(i) **On-Air Text:** Listen to the Station weekdays at about 8:00am, 11:00am, 2:00pm & 4:00pm. No later than ten (10) minutes after the top of the hour, the Station will announce a unique keyword to text to 68255. Listeners will have up to fifty-nine (59) minutes to the top of the next hour to text the announced keyword to enter to win the Qualifying Prize for that hour. The Station will select one (1) entry for each keyword announced to win the Qualifying Prize and be qualified for the Grand Prize Drawing. **Standard text messaging rates, as established by an individual's wireless carrier, may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station. Any and all fees arising out of the transmission of a text message shall be the sole responsibility of the entrant. Limit one (1) entry per person per phone number.** Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry by using multiple/different telephone phone numbers, identities, or any other methods will void that participant from further participation in the Sweepstakes. **Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:** Due to the time delay that exists between the Station's analog over-the-air signal and the Station's online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station's analog over-the-air signal. As a result, the odds of an online listener entering this Contest on-air may be diminished.

- 4. Winner Selection.** On Monday, September 16, 2019, Station will select one (1) entry for the Grand Prize in a random drawing from among all valid qualifiers selected by the Station during the Contest Period. The winning entrant will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms

of these rules). Station's decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within three (3) days of notification will result in disqualification.

5. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner may be notified by email and/or telephone call after the date of random drawing and/or winner determination. The potential winner will be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the contest prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, Station may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.
6. **Qualifying Prize.** Twenty (20) Qualifying Prizes will be awarded in this Contest. Each qualifying Prize consists of two (2) \$25 Disney Gift Cards. **ARV of Each Qualifying Prize is Fifty Dollars (\$50.00).** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Qualifying Prize depend on a number of factors including the number of eligible entries received during the Contest Period and listeners participating at any given time.

(a) There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply. The Disney Gift Cards are to be awarded as prizes to bona fide winners of the Sweepstakes only. No Disney Gift Cards (or portions thereof) may be reassigned or transferred if any winner is unable to redeem such gift cards. The Disney Gift Cards are valid only at select participating locations and are subject to additional terms and conditions.

**Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The Grand Prize is one (1) vacation package for four (4) persons, winner and up to three (3) guests each at the Resort ("Vacation Package"). The Vacation Package is subject to the restrictions set forth below. One (1) Vacation Package shall be awarded to the winner of the Contest and shall consist of the following: Up to four (4) roundtrip coach airfares between the major airport closest to the winner's residence and the Honolulu International Airport (each as determined solely by Disney, with possible layovers); a voucher for up to four (4) roundtrip ground transfers between Honolulu International Airport and the Resort; room accommodations consisting of one (1) standard room (with a maximum of four (4) persons per room) for five (5) nights at the Resort (as selected by Disney in its sole determination; and \$200 Resort spending credit valid at Aulani, A Disney Resort and Spa during travel dates. Certain restrictions shall apply to the Vacation Packages, which restrictions shall be determined by Disney in its sole and absolute discretion. Each winner and his/her guests must travel together on the same itinerary. The Vacation Packages shall not include the following: 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; food; alcoholic beverages; merchandise, souvenirs, etc.; local and long distance telephone calls; tips, gratuities, service charges; or all other charges not explicitly included in the package. The Vacations Package is not redeemable for cash and is non-transferable except in Disney's sole and absolute discretion. The Vacation

Package may not be sold or transferred to any other person or third party. **ARV Five Thousand One Hundred Twenty-Five Dollars (\$5,125.00).** Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize depend on a number of factors including the number of eligible entries received during the Contest Period and listeners participating at any given time.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

- (a) Vacation Package fulfillment is subject to certain restrictions including availability of accommodations at the Resort. Advanced reservations required.
- (b) Travelers under the age of eighteen (18) must be accompanied by a parent/legal guardian and must be eighteen (18) years of age.
- (d) Vacation Package, Vacation Package components may not be sold, redeemed for cash, traded, transferred, or rescheduled to dates other than as set forth above.
- (e) Certain travel restrictions apply.
- (f) Saturday night stay may be required.
- (g) KSCS-FM is the Sponsor of the Sweepstakes.
- (h) 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 the Promotion.

**Grand Prize Trip must be taken by September 30, 2020 (subject to availability at the Resort. Certain other travel restrictions apply).** Travel dates to be mutually agreed upon by winner and Station. Winner and guests must travel on the same itinerary. Winner's guest must be eighteen (18) years of age or older. Guests which are under eighteen (18) must be accompanied by a parent/legal guardian. Grand Prize Trip is non-transferable and no substitution will be made except as provided herein at the Station's sole discretion. Vacation Package and components may not be sold, redeemed for cash, traded, transferred or rescheduled to dates other than as set forth above.

7. **Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, WBAP-KSCS Assets LLC and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable

attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

8. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to use by the Station and its agent of winner's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
9. **Taxes.** All State, Local, Federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
10. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
12. **Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.

- 13. Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
- 14. Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

**CONTEST SPONSOR: WBAP-KSCS Assets LLC., KSCS-FM, 3090 Olive Street, Suite 400, Dallas, TX 75219**

**PRIZE Provider:**

**Disney Destinations LLC.**

