

**NEW COUNTRY 96.3'S "GETAWAY TO AULANI, A DISNEY RESORT AND SPA 9.18 – 9.29" CONTEST  
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station KSCS-FM ("Station"), 3090 Nowitzki Way – Suite 400, Dallas, TX 75219, during available business hours Monday through Friday, on the Station website [www.newcountry963.com](http://www.newcountry963.com), or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **New Country 96.3's "Getaway To Aulani, A Disney Resort and Spa 9.18 – 9.29"** Contest (the "Contest") substantially as described in these rules, and by participating, each entrant 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 of the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, age twenty-one (21) years or older at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last **30 days** and whose immediate family members or household members have not won a prize from the Station in the last **30 days. Void where prohibited by law.** Employees of Station, WBAP-KSCS Assets, LLC, and each of their parent companies, 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.

2. **Contest Period.** The Contest entry period will begin at 9:00 am CT on Monday, September 18, 2023, and will run through 5:00pm CT on Friday, September 29, 2023 (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter and Win:**

(ii) **Text:** Listen to the Station weekdays at or around 9:20am, 2:20pm, and 4:20pm CT during the Contest Period. Send a text message with the announced keyword, spelled correctly, to 888-787-1963. All entries must be received by 4:59pm CT on September 29, 2023, to be eligible for a chance to win a prize. There will be a total of thirty (30) keywords announced during the Contest Period, with three (3) keywords being announced each weekday during the Contest Period. **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, per keyword announced.** Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry per keyword announced by using multiple/different telephone phone numbers, identities, or any other methods will void that participant from further participation in the Sweepstakes.

4. **Daily Prize Winner Selection.** Each weekday between Monday, September 18, 2023, and Friday, September 29, 2023, The Station will select one (1) daily entry for the Daily Prize in a random drawing from among all valid entries received by Station as of the date and time of the drawing. 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 and forfeiture of the prize. All Daily Prize Winners will be entered into the Grand Prize Drawing.

5. **Grand Prize Winner Selection.** On or about 12:00pm CT on Monday, October 2, 2023, Station will select one (1) potential winner in a random drawing from among all the Daily Prize Winners identified during the Contest Period. The winning qualifier 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 one (1) day of notification or failure to claim the prize within one (1) day of verification as a winner will result in disqualification and forfeiture of the prize.
6. **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) to claim the 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. Unclaimed prizes may not be awarded.
7. **Daily Prizes.** One (1) Daily Winner, with a total of Ten (10) prizes will be awarded in this Contest. Each winner will receive: Four (4) Twenty-Five Dollar (\$25) Disney Gift Card, for a total of One Hundred Dollars (\$100) Disney Gift Cards.

**The approximate retail value ("ARV") of each daily prize is One Hundred Dollars (\$100.00).**

**TOTAL ARV OF ALL DAILY PRIZES IS: ONE THOUSAND DOLLARS (\$1,000.00).**

**Grand Prize.** One (1) grand prize will be awarded in this Contest. The winner will receive: a trip for four (4) to Honolulu, HI. Roundtrip 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 the 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); a voucher for four (4) roundtrip ground transfers between the Honolulu International Airport and the Aulani, A Disney Resort and Spa; room accommodation of one (1) standard room (with a maximum of four (4) people per room) for your (4) nights at the Aulani, A Disney Resort and Spa in Ko Olina, HI; and a \$200 Aulani, A Disney Resort and Spa Credit.

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.

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.

**The ARV of the Grand Prize is Five Thousand Two Hundred and Forty-Eight Dollars (\$5,248.00).**

- 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.
- 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.
- **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.
- 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.
- 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.
- 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.
- Entertainment and other elements of the Vacation Package may be seasonal and subject to change without notice.
- 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.

- The winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Promoter is the sponsor of the Sweepstakes.
- 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.
- 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.
- 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.

**TOTAL ARV OF ALL CONTEST – QUALIFYING AND GRAND – PRIZES IS: SIX THOUSAND TWO HUNDRED AND FORTY-EIGHT DOLLARS (\$6,428.00).**

**For entry to the prize event(s), each event attendee may be required to show valid proof of vaccination against the COVID-19 virus and/or valid proof of a negative test for the COVID-19 virus within 72 hours (or such other time as the event organizers require) prior to the event(s).**

Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a 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, in 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.

If any prize or a portion of any prize is postponed, cancelled, or otherwise unavailable due to disease, epidemic, pandemic, quarantine, any acts of government and/or any reason that is beyond the control of Station or any Sponsor, then no substitution shall be provided. Station and any Sponsors make no representation or warranty about the safety of any prize. By accepting and using a prize, each winner acknowledges and assumes all risks of accepting and using the prize, and any other risks associated with the prize.

**Trip must be taken by December 15, 2024, subject to Black-Out Dates.** Travel dates to be mutually agreed upon by winner and Station. Winner and guest must travel on the same itinerary. Winner and Guest must have valid Passports, trip cannot be taken on a passport with 6 months or less validity on them. Winner's guest(s) if under the age of eighteen (18) 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). The Grand Prize Trip is non-transferable and no substitution will be made except as provided herein at the Station's sole discretion or the express consent of Disney, which may be withheld for any reason.

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. Station, Promoter and Disney are not liable for any expenses incurred as a consequence of flight cancellation/delay.

**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-transferable 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](http://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.

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

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.

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.

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.

8. **Entry Conditions and Release.** By entering, each entrant 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, Cumulus Media New Holdings Inc., and each of their 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 entrant'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.

9. **Publicity.** Participation in the Contest constitutes entrant's consent to use by the Station and its agent of entrant's name, likeness, photograph, voice, opinions, entry, 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.
10. **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.
11. **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.
12. **Limitations of Liability.** The Released Parties are not responsible for: (a) 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; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that 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.
13. **Disputes.** Entrant agrees that: (a) 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; (b) 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; (c) 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 (d) 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.

14. **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.
15. **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 Nowitzki Way, Suite 400, Dallas, TX 75219**

**PRIZE SPONSOR:**

**Disney Destinations, LLC, 700 W Ball Rd 225D, Anaheim, California, 92802, United States**