

**98.5 KFOX**  
**BOSTON ADVENTURE BY DISNEY**  
**OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF  
WINNING.***

**1. HOW TO ENTER**

- a. These rules govern the "Boston Adventure by Disney" promotion (the "Promotion"), which is being conducted by KUFX-FM (the "Station"). The Promotion begins on October 1, 2018 and ends on October 12, 2018 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter by phone beginning on October 1, 2018 at 7:00am Pacific Time ("PT") and ending on October 12, 2018 at 7:00pm PT (the "Entry Period") as follows:
  - i. To enter on-air, listen to the Station during the entry period between the hours of 7:00am PT and 7:00pm PT for the announcement of the cue to call. Upon hearing the cue to call, the designated caller (as announced by the on-air personality prior to the cue to call) the correct caller to get through to the Station contest line at 877-410-KFOX (5963) will win a qualifying prize and will be qualified to win the grand 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 a qualifying 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 qualifying prize winner only once.
- c. There will be up to a total of twenty (20) qualifying prize winners selected during the Promotion and (1) grand prize winner selected at the conclusion of the Promotion
- d. 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 on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are legal U.S. residents, 18 years of age or older and who reside in one of the nine (9) county jurisdiction that makes up the Greater San Francisco / Bay Area (San Francisco, Santa Clara, Alameda, Contra Costa, Marin, San Mateo, Solano, Napa, and Sonoma Counties. Void where prohibited or restricted by law. Employees of Disney, officers, directors and agents of the Station, Bonneville International., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the San Francisco metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion 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.
- b. Listeners are eligible to win a prize in a Promotion conducted by the Station only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600.
- c. The winner must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number to claim a prize.
- d. 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.

## 3. PRIZES

- a. Twenty (20) qualifying prizes will be awarded. Each qualifying prize includes two (2) \$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 qualifying prize is \$50.00. 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) grand prize trip will be awarded. The grand prize is an *Adventures by Disney*® Short Escape Package to Boston package consisting of the following: Roundtrip coach airfare between the San Francisco ~~Seattle~~-International Airport ("Airport of Origin") and an international airport at or near the originating and ending

point of the tour (each as determined solely by Disney, with possible stopovers) for the Prize Winner and up to three (3) guests (together with the Prize Winner, "Group"); Four (4) nights hotel accommodations during the Trip (one (1) standard room/quad occupancy per location); includes one (1) pre-night stay; Participation in a guided group travel experience (the "Group Travel Experience") (as determined by Disney in its sole discretion); Services of two (2) Adventure Guides for the Group Travel Experience; Transportation within the vacation package, including travel between hotels, and to and from group excursions; On-tour luggage handling; Gratuities for two (2) Adventure Guides, bellmen, housekeepers, drivers, activity providers and dining room staff; All meals served as part of the Group Travel Experience itinerary (excluding alcoholic beverages), which includes most meals; Entertainment and activities (as determined by Disney in its sole discretion); Travel taxes imposed on transportation, lodging and services. The ARV of the grand prize is \$11,179.00, but may vary depending on travel origination and fares in effect at the time of departure. Certain 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. All Group members must travel together on the same itinerary and the same class of travel. Travel arrangements must be made through Disney's agent and with carriers and accommodations selected by Disney. Trip components are subject to change without notice. 2. Trip must be booked at least 45 days in advance of travel departure date, and in any event, be booked on or before February 28, 2019. Travel must occur between May 2, 2019 and October 7, 2019. Travel dates will be subject to availability. Flight details are subject to availability and airline carrier's regulations and conditions apply. If travel is not booked by February 28, 2019 or completed by October 7, 2019, the prize will be forfeited without compensation of any kind. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except in Disney's sole discretion.. Actual dates of vacation are subject to availability of accommodations at the Resort. Advanced reservations required. 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.

- c. 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).
- d. 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.

#### **4. WINNER SELECTION AND NOTIFICATION**

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Twenty (20) qualifying prize winners will be selected on-air in accordance with Section 1 of these Official Rules.
- c. One (1) grand prize winner will be selected on October 15, 2018 at approximately 8:00am PT in a random drawing of all qualifying prize winners.

- d. Odds of winning a qualifying prize depend upon the number and order of phone calls received. Odds of a qualifying prize winner winning the grand prize are 1 in 20.
- e. Qualifying prize winners must listen to the Station to win a qualifying prize, but do not need to be present to win a qualifying prize. The grand prize winner does not need to listen to the Station or be present to win the grand prize.
- f. Potential qualifying prize winner(s) will be notified of winning at the time of their winning phone call. Potential grand prize winner will be notified of winning by telephone immediately following the grand prize drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within twenty-one (21) days of winning 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) cannot be contacted, fails to sign and return the required 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).

## **5. CONDITIONS**

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other Bonneville International Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, 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 or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and 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 Promotion prize 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. 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 Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. 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 text or 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 Promotion. Failure to comply with the rules of the Promotion 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 Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 San Francisco, CA; (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. California law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by November 12, 2018 to "Boston Adventure by Disney– Official Rules," Attn: KUFX-FM / 98.5 KFOX Promotions, 201 3<sup>rd</sup> Street, Suite 1200, San Francisco, CA 94103. The Official Rules and the Winner List (when completed) shall be available during regular business hours at the main offices of the Station and may be posted online at [www.KFOX.com](http://www.KFOX.com).

## **6. PRIVACY**

- a. By participating in the Promotion, 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.KFOX.com](http://www.KFOX.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.

**Administrator:**

KFOX-FM / 98.5KFOX, 201 3<sup>rd</sup> Street, Suite 1200, San Francisco, CA 94103

**Prize Provider:**

Disney Destinations, PO Box 3232, Anaheim, CA 92803