

# **WALK 97.5's TRIP GIVEAWAY TO AULANI A DISNEY RESORT AND SPA**

## **OFFICIAL CONTEST RULES WALK 97.5 hereinafter referred to as the "Station"**

No purchase or payment is necessary to enter or win this promotion. A purchase or payment of any kind will not increase your chances of winning. By participating, each entrant fully and unconditionally agrees to be bound by and accepts these official Contest Rules.

### **1. Promotion Dates**

*The Station, all owned and/or operated by Connoisseur Media, LLC (CONNCOs) are running a station or multi-station promotional contest (the "Contest") from October 3, 2022 at 12:00 am EDT until October 21, 2022 at 11:59pm EDT (the "Promotion Dates"). Grand Prize winner will be announced on or about October 31, 2022.*

### **2. Entry / How To Win**

- a. Contestants will listen to WALK 97.5 during the "contest" promotional period and listen for the DISNEY MAGIC SOUNDER between 10:00am and 11:00am, 1:00PM and 2:00PM, and 4:00PM and 5:00PM every weekday throughout the contest period.*
- b. When a contestant hears the DISNEY MAGIC SOUNDER, that is the prompt to call 631-955-9750. The 9<sup>th</sup> selected caller will be qualified to win the grand prize.*
- c. Each qualifying contestant will receive a \$25 Disney Gift Card*
- d. WALK judges will choose a contestant by random draw from all eligible qualifiers. The contestant will be notified via phone and will be awarded the grand prize.*
  - a. Odds of winning may vary depending on the number of qualifying entries received.*

### **4. Acceptance and Delivery of Prize**

*All prizes must be accepted as awarded. All prizes are non-transferable. Inability to accept prizes or unwillingness to use prize or elements as delivered will result in forfeiture. Prize will be fulfilled by representatives of the Disney Company. Prize description as well as restrictions, blackout dates and expiration dates are below in "Exhibit B". Additional restrictions may apply.*

### **5. Conditions / Eligibility**

- a. *All Contest(s)/Prize(s) are subject to Federal, State and local regulations and laws and are void where restricted or prohibited by law. This Contest is governed by U.S. law and is void outside the United States.*
- b. *Contest is open to legal U.S. residents who reside in Nassau, Suffolk and Queens Counties and who are age 18 or older. All employees, agents and interns of CONNCOS, employees of competing radio station, and members of the immediate families or households of each are ineligible. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, whether as "in-laws" or by current or past marriage(s), remarriage(s), adoption, cohabitation or other family extension and any other persons residing at the same household whether or not related. Participants and winner(s) must be legal U.S. residents.*
- c. *No "duos," groups or teams will be allowed to enter together. Any ties, disputes, conflicts, questions or concerns regarding the Contest and/or the prize(s) will be determined by CONNCOS, whose decision(s) is final.*
- d. *Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function may not be allowed to participate unless they enter their correct area code and telephone number. CONNCOS disclaims all liability for the inability of a participant to complete or continue a text or telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond CONNCOS control, or otherwise. CONNCOS disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission or other delivery method. CONNCOS is not responsible for mechanical, technical, electronic, communications, telephone, cellular, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. CONNCOS is not responsible for broken telephone connections, busy signals, mis-dials or lost phone calls.*
- e. *Each winner must provide CONNCOS with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation including, without limitation, a release and affidavit of eligibility, may result in a delay in receiving prize(s) or the forfeiture thereof. Entrants are required to provide truthful information and CONNCOS will reject and delete any entry that it discovers to be false or fraudulent. CONNCOS will disqualify any entry from individuals who do not meet eligibility requirements.*

- f. Any person winning in excess of Six Hundred Dollars and 00/100 (\$600.00) or receiving anything with a value of Six Hundred Dollars (\$600.00) or more, as determined by CONNCOS in its sole discretion, will receive an IRS Form 1099 at the end of the calendar year, and a copy of the 1099 will be filed with the IRS, and each winner shall be solely responsible for paying any and all applicable Federal, State, local or other taxes**
- g. By participating, all participants and winner(s) grant CONNCOS the permission to use their names, characters, photographs, voices and likeness in connection with the promotion (via print, broadcast or other forms of media) of this and other contests and waive any claims to royalty, right, compensation or remuneration for such use.**
- h. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Contest Entities. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**6. Release**

**Contest winners agree on their own behalf and on behalf of their heirs, successors, representatives and/or assigns, to fully and forever release and discharge CONNCOS and each and all of its subsidiary and affiliated corporations, companies and divisions, its predecessors, successors and assigns, and its respective directors, stockholders, officers, employees and agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatsoever kind or nature in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden which against it or any of it, they have had, may have had or now have, or which any of their heirs, representatives and/or assigns hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever, including but not in any respect limiting the generality of the foregoing, any and all claims which or might**

*have asserted relating to this contest, and agrees to deliver an executed release form at the time of delivery of any prize(s). If a minor is a contest winner, the person's parent or legal guardian must sign said release on the winner's behalf.*

**7. Indemnity**

*Participants and winners agree to and do hereby indemnify and hold forever harmless CONNCOS and its agents, officers, employees, affiliates and assigns for any injuries, accidents, misfortunes, losses, damages or causes of action arising from or in connection with participation in the Contest and/or acceptance or use of any prize(s).*

**8. Miscellaneous**

- a. *CONNCOS is considered the "Judge." Judge's decisions are final.*
- b. *CONNCOS reserves the right to end and/or modify the Contest at any time without additional notice or further compensation required, if any fraud, technical failure or other factor beyond the control of CONNCOS impairs the integrity or proper functioning of the Contest, as determined by CONNCOS in its sole discretion.*
- c. *This Contest is void where prohibited or restricted by law.*

# EXHIBIT B

Disney will be responsible, at its cost and expense (unless stated otherwise herein), for the following:

1. (a) Vacation Package: Providing Promoter with one (1) vacation package (the "Vacation Package") for the winner and up to four (4) Guests for four (4) consecutive nights at the Premises to be awarded by Promoter solely to the winner of the Promotion (subject to the restrictions set forth in Section 4 of EXHIBIT A), of which vacation package will consist of the following:

- Up to four (4) round trip coach airfares 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; 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).
  - 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).
  - 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).
  - A \$200.00 (two hundred dollar) Aulani Resort credit.
  - Travel and lodging for the Vacation Package awarded by Promoter must be completed prior to December 15, 2023. The winner and up to four (4) 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 above), 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 nonrefundable, 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.
- (b) The approximate retail value ("ARV") of one (1) Vacation Package is six thousand seven hundred fifteen dollars (\$6,715.00). 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.