

WALK 97.5's TRIP GIVEAWAY to Aulani, A Disney Resort & 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, owned and/or operated by Connoisseur Media, LLC (CONNCO) is running a promotional contest (the "Contest") from on or about September 18, 2023 at 12:00 am EDT until on or about September 29, 2023 at 11:59pm EDT (the "Promotion Dates"). Grand Prize winner will be announced on or about October 1, 2023.

2. Entry / How To Win

- a. Potential qualifiers will listen to WALK-FM 97.5 during the "contest" promotional period and listen for the song of the hour announcement around 10:00am, 1:00PM and 4:00PM every weekday throughout the contest period.***
- b. When the song mentioned in that specific hour's announcement plays in its entirety within that particular hour, that is the prompt to call 631-955-9750. The 9th selected caller will be qualified to win the grand prize.***
- c. WALK judges will choose a contestant(s) by random draw from all eligible qualifiers. The contestant(s) 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.***

3. 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 our travel partner agency. Prize description as well as restrictions, blackout dates and expiration dates are below in "Exhibit B". Additional restrictions may apply.

4. 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 and Suffolk 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.**

5. 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.

6. 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).

7. 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

Prize Description

The Vacation will consist of the following:

- A. Four (4) round trip coach airfare tickets between the major gateway airport closest to Prize Winner's residence and the Honolulu International Airport.
- B. Round-trip ground transportation for up to Four(4) persons or voucher(s) for local ground transportation service between the Honolulu International Airport and Aulani, A Disney Resort & Spa in Ko Olina, (with the means of transportation to be selected by Disney operating in its sole discretion)
- C. Room accommodations consisting of one (1) standard room(s) (with a maximum of four (4) persons per room) for four(4) nights at Aulani, A Disney Resort & Spa in Ko Olina to be selected by Disney in its sole discretion and based on availability;
- D. A Resort Credit of Two Hundred dollars (\$200.00)

All costs and expenses not expressly stated in the Vacation Package description above are excluded and solely the responsibility of Prize Winner or Guests, including but not limited to:

- Excursions;
- Travel insurance;
- Laundry service;
- Spa treatments;
- Alcoholic and specialty non-alcoholic beverages (including specialty coffee);
- Individually charged snacks and treats (including but not limited to movie popcorn, packaged candy, ice cream, gelato, pastries, and bar snacks);
- Local and long distance telephone calls;
- Wireless and internet services;
- Merchandise and souvenirs; and
- Tips and gratuities not specifically set forth above.

The approximate retail value ("ARV") of the Vacation Package is Six Thousand and Forty Eight Dollars (\$6,048) dollars. The ARV of the Vacation Package may vary depending on point of departure and fluctuations of rates and airfares (if applicable). If the actual value of the Vacation Package is less than stated ARV, the difference will not be awarded.

The following restrictions will apply:

- Winning package must be taken before 12/15/2024 (certain travel restrictions do apply, based on availability)

- Vacation Package components may not be sold, traded, transferred, or refunded. Vacation Package is not redeemable for cash. Vacation Package is non-commissionable.
- Vacation is for the Prize Winner and up to three (3) Guests of the Prize Winner's choosing. Once selected by the Prize Winner, Guests cannot be changed without the express consent of Disney, which may be withheld for any reason. If the Prize 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 Vacation Package or compensation provided to the Prize Winner.
- If Vacation Package includes airfare, the Prize Winner and Guests must travel together on the same itinerary, and air transportation must be round-trip from/to the Departure Airport (with possible layovers). Disney will determine airline and flight itinerary in its sole discretion. Airline carrier's regulations and conditions apply to air travel. Airline tickets are nonrefundable, non-transferable, and are not valid for upgrades.
- Actual value of the prize awarded depends on a number of factors, including booking and travel dates and the number of travelers, and therefore may be lower or higher than the estimated value at the time it is fulfilled. If the actual value of the prize is less than the stated estimated value, the difference will not be awarded. The Prize 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.
- No refund or compensation will be made in the event of the cancellation or delay of any flight or cruise (as applicable). Disney is not liable, including for any costs or expenses, if any component of the Vacation Package is delayed, postponed or cancelled for any reason and Prize Winner will not be reimbursed, and no substitution will be provided except as in Disney's sole discretion.
- The Prize Winner is required to have and present at least one major credit card in good standing in order to check-in. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the prize).
- Any damaged, lost or stolen Disney Gift Card will not be replaced. Disney Gift Card are not redeemable, refundable or exchangeable for cash (except as required by law) and are subject to the following terms: <https://www.disneygiftcard.com/terms/us>.
- In the event the Prize Winner and/or Guest(s) engage in behavior that, as determined by Disney in its sole discretion, is obnoxious or threatening, illegal, is intended to annoy, abuse, threaten or harass any other person, or is contrary to Disney's health and safety protocols, rules or policies in effect at the time of the Vacation Package, Disney reserves the right to terminate the Vacation Package or other applicable experience early, in whole or in part, and send the Prize Winner and/or Guest(s) home with no further compensation. The Prize Winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the group.
- Disney, its parent, related, affiliated, and subsidiary companies and their respective officers, directors agents, employees and assigns shall 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 in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the promotion.
- Federal, state and local taxes, if any, are the sole responsibility of the Prize Winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.
- 2. (a) **Gift Cards:** Providing Promoter with Forty (40) Disney Gift Cards (subject to the restrictions), each with a value of Twenty Five dollars (25.00) to be awarded to the first

place/qualifying winners of the Promotion. Disney Gift Cards are to be awarded as prizes to bona fide winners of the Sweepstakes only. Station may not distribute the Disney Gift Cards (or any portion thereof) to any sponsor, clients, affiliated companies, their employees, family members or others who are not a legitimate, bona fide Sweepstakes winner. No Disney Gift Cards (or portions thereof) may be reassigned or transferred if any winner is unable to accept or redeem such gift cards. The Disney Gift Cards are valid only at select participating locations and are subject to additional terms and conditions. Disney Gift Cards may not be sold or transferred to a third party, including without limitation, to any travel agents, tour operators or other persons engaged in the travel industry. No substitutions are allowed. Promoter must return to Disney at the conclusion of the Promotion any and all Disney Gift Cards not distributed during the Promotion. Promoter shall bear all risk of loss of the Disney Gift Cards from the point of delivery to Promoter and for the risk of loss in shipment of the Disney Gift Cards returned to Disney, if any.

(b) The total ARV for the Disney Gift Cards is One Thousand dollars (\$1000.00).