

**K-HIT 107-5'S "DISNELYAND RESORT SONG OF THE DAY" CONTEST
OFFICIAL RULES**

A complete copy of these rules can be obtained by contacting radio station KHYT-FM ("Station"), 575 W Roger Road Tucson, AZ 85705, during available business hours Monday through Friday, on the Station website www.khit1075.com, or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the KHYT's "**Disneyland Resort Song of the Day**" 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, excluding Florida and New York residents, age eighteen (18) years older at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last **60 days** or a prize valued at \$500 or more in the last **180 days**, and whose immediate family members or household members have not won a prize from the Station in the last **60 days** or a prize valued at \$500 or more in the **180 days**. **Void where prohibited by law.** Employees of Station, **Radio 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 **12:00pm MT on Friday, February 9, 2024** and will **run weekdays** through **10:00am MT on Friday, March 1, 2024** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.

3. **How to Enter.**

On-Air: Listen to the Station weekdays from Friday, February 9, 2024 through Thursday, February 29, 2024, at 12:00pm and 5:00pm MT for the "Disneyland Resort Song of the Day" announcement. The Station will announce what the song is and the one (1) -hour window between 6:00am and 10:00am MT that it will play in on the following weekday. When the Station plays the "Disneyland Resort Song of the Day," listeners should call the Station at (520) 848-1075. The first caller to the Station, as determined by the Station in its sole discretion, will be eligible to win a Prize or the Grand Prize (each a "Qualifier"). **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 or about 10:00am MT on Monday, March 4, 2024, Station will select one (1) entry for the Grand Prize in a random drawing from among all valid Qualifiers. The Qualifiers that do not win the Grand Prize will win a Prize. The Qualifiers 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. The Qualifiers that are awarded a prize are each a “Winner.”

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 one (1) 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.
6. **Prizes.** Fourteen (14) Prizes will be awarded in this Contest. Each Prize Winner will receive:

- Four (4) 2-Day, 1-Park per day Disneyland Resort tickets

The approximate retail value (“ARV”) of each prize is One Thousand One Hundred Forty Dollars (\$1,140).

Grand Prize: One (1) Grand Prize will be awarded in this Contest. The Grand Prize Winner will receive:

- Four (4) 3-Day, 1-Park per day Disneyland Resort tickets
- Hotel accommodations (one (1) standard room with quad occupancy, including room tax, subject to certain room availability) for up to two (2) consecutive nights at a hotel at or near Disneyland selected by Prize Sponsor in its sole discretion.

The ARV of the Grand Prize is One Thousand Seven Hundred Seventy Nine Dollars (\$1,779).

TOTAL ARV OF ALL CONTEST PRIZES IS: Seventeen Thousand Seven Hundred Thirty Nine Dollars (\$17,739).

Winner is responsible for all taxes associated with prize receipt and/or use. The actual value of the Grand Prize may vary depending on fluctuations of hotel rates. Any difference between the approximate retail value and the actual cost of the Grand Prize will not be awarded. Any difference between the above stated ARV and the actual retail value of the Grand Prize will not be awarded. Grand Prize Winner will be informed of the Actual Retail Value at the time the Grand Prize is redeemed. Grand Prize Winner acknowledges that winner will be provided a 1099 on the actual retail value 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.

Prizes must be used by June 15, 2025 (subject to blackout dates).

Grand Prize fulfillment is subject to certain hotel/room availability at the Disneyland Resort (“Premises”). Hotel must be booked through a travel agent as designated by Prize Sponsor at least forty-five (45) days prior to arrival. Block-out dates apply. Theme park tickets are subject to the terms and conditions set forth herein and included on the theme park tickets.

Both a theme park ticket and separate theme park reservation for the same park on the same date are required for park entry for the Winner and each eligible guest (each a “Guest”). Theme park reservations and tickets will be required for each day of the visit and must be obtained before visiting. Park reservations are limited and subject to availability. Park reservations do not guarantee park admission or access to any experience, attraction, or offering. Winner and Guest(s) should visit Disneyland.com/updates for important details to know before traveling to the *Disneyland*® Resort.

Winner’s Guests must be 18 years or older unless the Winner is the Guest’s parent or legal guardian. Once selected by Winner, Guests cannot be changed without the express consent of Prize Sponsor, which may be withheld for any reason.

Grand Prize and its components (including, without limitation, theme park tickets) 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 Grand Prize will not include the following: transportation to/from the Premises; 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; any taxes; or any other charges not explicitly included herein.

All elements of the Prize or Grand Prize (as applicable) (including, without limitation, the theme park tickets) must be used by Winner and Guests on the same dates during the redemption of the Prize or Grand Prize. Any portion of the Prize or Grand Prize not accepted or used by Winner will be forfeited.

Certain theme parks, hotels, restaurants, attractions, experiences, services and other offerings may be modified, limited in availability and capacity, or be closed.

Winner may not charge any Guest for participating in the Prize or Grand Prize. Prizes are awarded “as is” with no warranty or guarantee, expressed or implied, being provided by Station or Prize Sponsor.

Winner and Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.

Winner will not receive compensation for any element(s) of the Prize or Grand Prize (including, without limitation, theme park tickets) that any participant(s) is unable to use for any reason, and such unused portion(s) of the Prize or Grand Prize will be forfeited.

If Winner chooses to bring less than the allotted number of Guests, the Prize or Grand Prize will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to Winner.

Winner and their 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 Prize or Grand Prize. Prize and Grand Prize Winners acknowledge that they are solely responsible for any actions, claims or liabilities of their Guests, related to any use or misuse of the Prize or Grand Prize or any Prize- or Grand Prize related activity or travel.

Any damaged, lost or stolen theme park tickets, gift cards, or travel vouchers 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 state or government health agency instructions, guidelines and requirements for all visitors to the Premises. Winner and Guests are solely responsible, at their own cost, for staying updated on and complying with any of the latest restrictions and requirements that may be in place for travel to and visiting the Premises leading up to the planned stay. Such restrictions and requirements are subject to change.

7. **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.

8. **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.
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: (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.
12. **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.

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: Cumulus Radio LLC; KHYT-FM, 575 W Roger Road Tucson, AZ 85705

PRIZE PROVIDER: DISNEY DESTINATIONS, LLC; 700 W Ball Rd 225D, Anaheim, California, 92802, United States