

Warm 106.9 – DISNEYLAND Text-to-Win CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The Warm 106.9 Disneyland text-to-win contest (the "Contest") is open to listeners 18 years or older and residents of Washington. Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio Seattle, LLC and its station Warm 106.9, 3650 131st Avenue S.E., Suite 550, Bellevue, Washington, 98006 ("Sponsor"), Disney Destinations, LLC ("Promotional Participant"), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor and Promotional Participant, the "Released Parties") any radio, television or other media companies located in the Seattle area, and their immediate family, and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. 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 Sponsor'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. Sweepstakes Period:** The Sweepstakes begins on March 21st, 2022 at or about 10:00 AM Pacific Time ("PT"), and ends on April 1st, 2022 at or about 5:00 PM PT (the "Sweepstakes Period").
- 3. How to Play & Win:** This is Text-to-win Contest. Each weekday (Mon-Fri) during the Sweepstakes Period at or about 10:00 AM-5:00 PM, when a listener hears the Contest keyword(s) to text to 37667. Winners will be selected randomly from all eligible entries to win. Must be a minimum of 18 years of age and reside in Washington State to enter. Message & Data Rates may apply, text STOP to stop, HELP for help. You will receive up to 4 msgs/mo. General Sweepstakes Rules also apply but do not override the above terms. By entering you agree to be bound by all of these rules, they will win the Disney Vacation for four (4) people, pursuant to Paragraph 4 below
- 4. Prize and Approximate Retail Value ("ARV") – Up to two (2) Grand Prizes –** A two (2) consecutive night/3-day trip for four (4) people on Alaska Airlines to Promotional-Participant-specified hotel at a Disneyland Resort in California (one room, quad occupancy) and four (4) 3-day, 1-park tickets. ARV: \$3,940.00 each. Room accommodations consisting

of one (1) standard room (with a maximum of four (4) persons per room) for two (2) nights at a Disneyland Resort area hotel selected by Disney in its sole discretion. Vacation package fulfillment is subject to certain restrictions and is subject to hotel availability at the Disneyland Resort. Advanced reservations required. Incidentals, meals, additional transportation, insurance, etc. are not included in the Disneyland Resort Vacation Package. Vacation Package, Vacation Package components and Vacation Package components may not be separated. However, Sponsor and Promotional Participant reserve the right to substitute for any prize, cash or prizes with an equal or greater retail value than the prize detailed. Certain travel restrictions may apply. Saturday night stay may be required. Trip includes:

- The Vacation Packages awarded by Warm 106.9 that include travel must occur on pre-determined flights on **May 4, 2022 and May 6, 2022** and the winner(s) and his/their guests must travel together on the same itinerary. Travel and lodging for the Vacation Package awarded must be completed prior to May 6, 2022.
- If winner cannot travel on May 4, 2022 and May 6, 2022, winner must forfeit trip and another winner will be selected. Vacation Package fulfillment and travel are subject to certain restrictions, air travel/flight availability, and certain hotel/room availability. Block-out dates apply. No extensions will be granted (unless stated otherwise). 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. 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 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 Guests should visit [Disneyland.com/updates](https://www.disneyland.com/updates) for important details to know before traveling to the Disneyland Resort.
- Winners must be at least the age of majority pursuant to his/her applicable state of residence 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 (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 Vacation Package will not include the following: transportation from/to winner's residence to/from Departure Airport, transportation to/from the Premises if winner lives within two hundred fifty miles of the Premises, 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; any taxes; or any other charges not explicitly included herein.
- All elements of the Vacation Package (including, without limitation, the theme park tickets) 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.

- Certain theme parks, hotels, restaurants, attractions, experiences, services and other offerings may be modified, limited in availability and capacity, or be closed.
- 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 (including, without limitation, theme park tickets) 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 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. The winner and their 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.
- 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.

5. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this contest; (b) release and hold harmless 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 participant's participation in this Sweepstakes and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes, of his/her likeness, voice (including a recording of the winner's telephone call to the station) and/or address (city/state) without any additional compensation. By calling in to participate in this Sweepstakes, each participant consents to his or her voice and telephone conversation being recorded and /or broadcast.

6. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or manmade epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or 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, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by

any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize.

8. **Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Contest.
9. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court actual out of Washington ; (2) 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' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Washington effect to any choice of law or conflict of law rules (whether of State of Washington without giving or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.
10. **Official Rules/Winner's List:** For a copy of these official rules or name of winners, send a hand printed, self-addressed, stamped envelope to: Official Rules/Winner's List (designate which), Warm 106.9 DISNEYLAND Text-to-Win Hubbard Radio Seattle, LLC and its station Warm 106.9, 3650 131st Ave SE, Suite #550, Bellevue, WA, 98006.
11. **Sponsor:** Hubbard Radio Seattle, LLC and its station Warm 106.9, 3650 131st Ave SE, Suite #550, Bellevue, WA, 98006.