NEW COUNTRY 96.3 AND 99.5 THE WOLF'S "DISNEY TREASURE – DISNEY CRUISE LINE GETAWAY" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio stations KSCS-FM and/or KPLX-FM (each, a "Station" and together, "Stations"), 3090 Nowitzki Way – Suite 400, Dallas, TX 75219, during available business hours Monday through Friday, on the Stations' websites <u>www.newcountry963.com</u> or <u>www.995thewolf.com</u> by sending a self-addressed, stamped envelope to the above address.

The Stations will conduct the NEW COUNTRY 96.3 AND 99.5 THE WOLF'S "DISNEY TREASURE – DISNEY CRUISE LINE GETAWAY" Contest (the "Contest") substantially as described in these rules, and by participating, each entrant agrees as follows:

- NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF 1. WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY. Eligibility. This Contest is open only to legal U.S. residents of the Stations' Designated Market Area ("DMA") as defined by Nielsen Audio, excluding Florida and New York residents, age twenty (21) years or older at the time of entry with a valid Social Security number. Void where prohibited by law. Employees of Station, WBAP-KSCS Assets, LLC and Radio Metroplex, LLC, and 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 7:00 am CT on Monday, November 18, 2024, and will run through 6:00pm CT on Wednesday, December 4, 2024, excluding Thursday, November 28, 2024, and Friday, November 29, 2024 (due to Thanksgiving Holiday) (the "Contest Period"). Each Station's computer is the official time keeping device for this Contest.

3. **How to Enter and Win:**

(i) <u>**Text New Country 96.3 (KSCS-FM):**</u> Listen to the Station weekdays at or around 8 am, 1 pm and 5 pm CT during the Contest Period for a keyword to be announced. Send a text message with the announced keyword, spelled correctly, to 888-787-1963. All entries must be received by 5:59pm CT on Wednesday, December 4, 2024, to be eligible for a chance to win a prize.

OR

(ii) <u>Text 99.5 The Wolf (KPLX-FM)</u>: Listen to the Station weekdays at or around 7 am, 12 pm and 4 pm CT during the Contest Period for a keyword to be announced. Send a text message with the announced keyword, spelled correctly, to 888-787-1995. All entries must be received by 5:59pm CT on Wednesday, December 4, 2024, to be eligible for a chance to win a prize.

There will be a total of thirty (30) keywords announced during the Contest Period, with three (3) keywords being announced each weekday during the Contest Period. **Standard text messaging rates, as established by an individual's wireless carrier, may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station.** Any **and all fees arising out of the transmission of a text message shall be the sole responsibility of the** entrant. Limit one (1) entry per person per phone number, per keyword announced. Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry per keyword announced by using multiple/different telephone phone numbers, identities, or any other methods will void that participant from further participation in the Contest.

- 4. **Daily Prize Winner Selection.** Each weekday during the Contest Period, each Station will select one (1) daily entry for the daily prize (daily prize) in a random drawing from among all valid entries received by each Station as of the date and time of the drawing. Each winning entrant 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). Each 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 one (1) day of notification will result in disqualification and forfeiture of the prize. All Daily Prize winners will be entered into the grand prize drawing.
- 5. **Grand Prize Winner Selection.** On or about 12:00pm CT on Monday, December 9, 2024, Station will select one (1) potential winner of the grand prize ("Grand Prize") in a random drawing from among all the Daily Prize Winners identified during the Contest Period. The winner of the Grand Prize 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. Failure to respond to the initial verification contact within one (1) day of notification or failure to claim the prize within one (1) day of verification as a winner will result in disqualification and forfeiture of the prize.
- Verification of Potential Winner. THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS 6. 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) day 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.
- 7. **Daily Prizes.** Two (2) Daily Winners, One (1) per Station, with a total of Twenty-Two (22) prizes will be awarded in this Contest. Each winner will receive: Four (4) Twenty-Five Dollar (\$25) Disney Gift Cards, for a total of One Hundred Dollars (\$100) in Disney Gift Cards.

The approximate retail value ("ARV") of each daily prize is One Hundred Dollars (\$100.00).

Grand Prize. One (1) Grand Prize will be awarded in this Contest. The Grand Prize winner will receive the Disney Cruise vacation package ("Vacation Package) to include: One (1) Seven (7) Night Disney Cruise aboard the Disney Treasure; Up to four (4) Roundtrip coach airfare for four (4) to Orlando, FL

from Dallas, TX; One (1) Standard Room with a maximum of Four (4) persons at Walt Disney World Resort hotel for one (1) night prior to the ship's departure; Ground transportation for up to four (4) persons or vouchers for local transportation from the arrival airport, to the hotel, from the hotel to Port Canaveral, and from Port Canaveral to the arrival airport; One (1) stateroom aboard the Disney Treasure with a maximum occupancy of four (4) people; All meals onboard the Disney Treasure (excluding specialty drinks and fine dining); Pre-paid onboard gratuities for the stateroom host/hostess, dining room server, assistant server, and head server; Taxes, Fees, and Port Expenses (as defined by the Disney Cruise Line Website); The 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. 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 ARV of the Grand Prize is Fourteen Thousand, Three Hundred and Sixty-Nine Dollars and Twelve Cents (\$14,369.12).

TOTAL ARV OF ALL PRIZES IS: SIXTEEN THOUSAND, THREE HUNDRED AND SIXTY-NINE DOLLARS AND TWELVE CENTS (\$16,569.12).

The actual value 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.

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

- Shore 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
- Ship to shore communications including internet
- Merchandise and souvenirs
- Tips and gratuities not specifically set forth above

Travel for the Vacation Package must be booked at least forty-five (45) days prior to the intended travel date and must occur from January 5, 2025 to January 4, 2026. If travel is not completed by January 4, 2026 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. Vacation dates and accommodations are subject to availability; certain restrictions and block-out dates may apply. Disney reserves the right to change the allowable travel dates, cruise ship or any other component of the Vacation Package, for any reason and in its sole discretion. No substitution of Vacation Package or any elements thereof is allowed, except at Disney's sole discretion. Ports of call, offerings and experiences onboard are subject to change, availability and cancellation without notice.

Block Out Dates:

01/11/25; 01/18/25; 01/25/25; 02/01/25; 02/08/25; 02/15/25; 03/15/25; 03/22/25; 03/29/25; 04/12/25; 05/31/25; 06/07/25; 06/14/25; 06/21/25; 06/28/25; 07/05/25; 07/12/25; 07/19/25; 07/26/25; 08/02/25;

11/22/25; 12/20/25; OR 12/27/25 (Block Out Dates at the discretion of Disney Cruise Line and subject to change)

- 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 winner and up to three (3) guest(s) of the winner's choosing. Once selected by the winner, guests cannot be changed without the express consent of Disney, which may be withheld for any reason. 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 Vacation Package or compensation provided to the winner.
- If Vacation Package includes airfare, the 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.
- If Vacation Package includes hotel stay, photo identification and credit card in good standing 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).
- The winner and guests are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. The winner and each guest are responsible for ensuring that they have proper citizenship documentation.
- The winner and each guest will be required to execute a liability/publicity release and waiver form prior to booking of any travel. The winner and each guest will also be required to sign the Disney Cruise Line cruise contract before embarkation (the "**Cruise Contract**"). The Cruise Contract is available at www.disneycruise.com/cruisecontract. Failure to return the executed release form or to accept and sign the Cruise Contract within the specified time periods will result in forfeiture of the Vacation Package. winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of their travel party, related to any use or misuse of the Vacation Package or any related activity or travel.
- Health and safety measures and operational guidelines, ports of call and offerings may change at any time without notice. Certain onboard venues, experiences and other offerings may be modified or unavailable, will have limited capacity and will be subject to limited availability, advance reservations or even closure.
- In the event the 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 winner and/or guest(s) home with no further compensation. The winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the group.

- Minors under the age of eighteen (18) not traveling with a parent or legal guardian must be accompanied by an adult over the age of twenty-one (21) in the same stateroom. The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the Vacation Package. An appointment form will be included in the document package and must be signed by parent or legal guardian prior to embarkation at the Disney Cruise Line terminal.
- Vacation Package is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Disney.
- Vacation Package fulfillment is subject to restrictions. Failure to accept the Vacation Package within the indicated time period may result in forfeiture.

Winner is responsible for all taxes associated with prize receipt and/or use. 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.

- 8. 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., Disney Destinations, LLC, 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.
- 9. **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.

- 10. **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.
- 11. **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.
- 12. 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.
- Disputes. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or 13. 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.
- 14. **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.

15. **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 SPONSORS: WBAP-KSCS Assets, LLC, 3090 Nowitzki Way, Suite 400, Dallas, TX 75219 Radio Metroplex, LLC, KPLX-FM, 3090 Nowitzki Way, Suite 400, Dallas, TX 75219

PRIZE PROVIDER: Disney Destinations, LLC, 700 W Ball Rd 225D, Anaheim, California, 92802, United States