

Contest Name: "KCMS-FM Vacation to the Disneyland® Resort" (herein defined as the "Contest")

Station: KCMS/SPIRIT 105.3 FM (herein defined as the "Station")

Station Address: 19303 Fremont Avenue North, Seattle, WA 98133

Description of Contest:

A. Dates of the Contest

• The "Vacation to Disneyland® Resort" Contest will begin at approximately 12:01am Pacific Standard Time (PST) on Saturday, April 21, 2018 and ends at approximately 11:59pm (PST) on Friday, May 4, 2018 (herein defined as "Contest Period"). To participate in the Contest, the Station requires Entrants to be a member or become a member of "The SPIRIT Family." Directions for membership are located on the Station website at www.spirit1053.com. All entries must be received by Friday, May 4, 2018 at 11:59pm (PST) for consideration.

B. How to Enter the Contest

- On-Air Entry:
 - Each weekday during the Contest Periods (7am and 10am hours) SPIRIT DJ's will give the cue to call. At this time, listeners will need to be the correct caller to pick up a qualifying Disney gift card. Plus, the chance to win a Vacation for 4 to Disneyland Resort® to experience the Season of the Force.
 - One winner will be randomly selected from all qualifiers during the contest period on Monday, May 7, 2018.
- Online Entry:
 - Listeners will have a second chance to win the vacation online at <u>www.spirit1053.com</u>. In order to enter, you must become a member of the SPIRIT Family. One winner will be randomly selected from the online entrants on Monday, May 7, 2018.

PROMOTIONAL SPONSORS:

Pixar Fest Vacation for 4 to Disneyland® Resort is sponsored by SPIRIT 105.3.

ON-AIR QUALIFIERS WILL RECEIVE:

• \$25 Disney Gift Card

Note: The Disney Gift Cards are to be awarded as prizes to bona fide winners of the Sweepstakes only. . No Disney Gift Cards (or portions thereof) may be reassigned or

transferred if any winner is unable to redeem such gift cards. The Disney Gift Cards are valid only at select participating locations and are subject to additional terms and conditions

Total Value: \$25.00

Grand Prize WINNERS WILL RECEIVE (One via on-air contesting and one via online):

2-Night stay at one of the Hotels of the Disneyland Resort. Room accommodations consisting of one (1) standard room (with a maximum of four (4) persons per room) for two (2) consecutive nights at a Disneyland® Resort Hotel selected by Disney in its sole discretion.

- Up to four (4) 3-Day 1-Park Disneyland[®] Resort Tickets good for admission to Disneyland[®] Park or Disney California Adventure[®] Park, but not to both Parks on the same day (subject to restrictions).
- Up to four (4) round trip coach air fares on Alaska Airlines between the Seattle International airport and the Southern California airport as chosen by Disney (with possible layovers)
- A voucher for up to four (4) round trip ground transfers between the Southern California airport and Disneyland® Resort
- Package must be taken by 3/15/2019

Estimated Retail Value of package is \$3,288.00

Certain Restrictions May Apply:

Certain restrictions shall apply to the Vacation Packages, which restrictions shall be determined by Disney in its sole and absolute discretion. Each winner and his/her guests must travel together on the same itinerary. The Vacation Packages shall not include the following: Excursions, entertainment and other activities at or arranged by the Resort; airport departure fees and taxes, baggage fees, travel insurance; hotel room service; parking fees; laundry service; food; alcoholic beverages; merchandise, souvenirs, etc.; local and long distance telephone calls; tips, gratuities, service charges; or all other charges not explicitly included in the packages pursuant to this Agreement. The Vacation Packages (and all elements thereof) are not redeemable for cash and are non-transferable except in Disney's sole and absolute discretion. The Vacation Packages may not be sold or transferred to any other person or third party. The vacation package travel awarded by the station must be completed by March **15, 2019.** Vacation Package fulfillment is subject to certain restrictions and is subject to hotel availability at the *Disneyland®* Resort. Advanced reservations required. Winners must be at least eighteen (18) years of age to enter and win. Travelers under the age of eighteen (18) must be accompanied by a parent/legal guardian who must be at least eighteen (18) years of age. Vacation Package components may not be separated. Promoter is the Sponsor of the Sweepstakes. Disney, its parent, subsidiary, related and affiliated companies and their respective officers, directors employees and agents shall be released and discharged from any and all legal claims, losses injuries, demands, damages, actions, and /or causes of actions which arise out of and/or in any way relate to the prize, the receipt, use and/or enjoyment of the prize and/or the Promotion.

Travel and lodging for the Vacation Package awarded by Promoter must be completed prior to **March 15, 2019.** The winner and up to three (3) 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 in Section 1(a) of **EXHIBIT B**), as chosen by Disney.

(b) 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 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) Theme park attractions and entertainment may be seasonal and subject to change without notice.
- (g) Theme park tickets must be used prior to March 15, 2019. Terms and conditions as set forth herein and on the theme park tickets shall apply.
- (h) 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.
- (i) The winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- (j) 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.
- (k) 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.
- (I) The winner and his/her Guests will be required to execute a liability/publicity release 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.

- (m) Any damaged, lost or stolen theme park tickets, gift cards 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.
- (n) The actual value of the Vacation Package may vary depending on point of departure and seasonal 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.
- (o) 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.
- (q) Station is the sponsor of the Sweepstakes.
- (r) 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.
- (s) 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.
- (t) 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.

Odds of winning the Disneyland Resort® Vacation will depend on the number of entries received for the contest.

Submission Rules

- **1.** SPIRIT 105.3 may require listeners to join THE SPIRIT FAMILY on the station website, www.spirit1053.com in order to participate in certain contests. Entry instruction is posted on station website.
- **2.** Station is not responsible for entries not received due to delay of mail service, Internet service outage, computer difficulty or other technical issues.

Eligibility Restrictions:

1. Contestant may complete an official entry form and deposit it in the provided entry box. Only one entry per person may be submitted for each contest. Winning entry(s) will be drawn from all valid entries received. If an entry is deemed illegible

or does not supply all the information necessary to declare a winner, the entry will be deemed invalid and another entry will be selected. To participate in the Second Chance to Win, listeners can email entry to info@spirit1053.com, or fax entry to 206.289.7112, or mail entry to SPIRIT 105.3, Attn: Promotions Department, 19303 Fremont Avenue N., Seattle, WA 98133. Contests are open to SPIRIT 105.3 listeners who are 18 years of age or older and who legally reside in the State of Washington.

- **2.** Limit to one entry per person.
- 3. Only one winner per household is allowed.
- 4. Persons who are ineligible to win prizes or participate in contests include: (a) CRISTA employees and their parents, spouses, children, siblings and roommates, (b) employees of advertising agencies that conduct business with CRISTA Media; (c) employees of participating sponsors and promotional partners, and (d) persons employed by radio stations within the Seattle metropolitan area.
- **5.** Contest participants agree that SPIRIT 105.3, CRISTA Media and contest sponsors have the right to use the name, voice or likeness of contest participants and winners for promotional and advertising purposes without compensation.
- **6.** SPIRIT 105.3 will not disclose or sell participant personal information to parties that are not affiliated with SPIRIT 105.3 and or CRISTA Media.
- 7. No purchase is necessary. Purchase does not increase odds of winning.
- **8.** Chance of winning depends on the number of correct and eligible contest participants and entries.
- **9.** Prize amounts and value will vary from contest to contest. Prizes cannot be redeemed for cash or other merchandise. Prizes are non transferable without approval from SPIRIT105.3.
- **10.** Prizes will be mailed to contest winners unless otherwise decided upon by SPIRIT 105.3. Station is not responsible for loss or damage of prize when mailed.
- **11.** Winners are responsible for federal, state and local taxes and fees if applicable. Any person winning over \$600 in cumulative prizes within a calendar year will receive an IRS form 1099 and a copy of such form will be filed with the IRS.
- **12.** SPIRIT 105.3 reserves the right to require contest winners to sign a liability release prior to acceptance and receiving of any prize awarded by station.
- **13.** By participating, each contest participant waives any and all claims of liability against SPIRIT 105.3, CRISTA Media, CRISTA Ministries, its officers, directors, employees, agents, and contest sponsors for any damage or personal injury or loss which may occur from participation in the contest or from the use of prizes awarded by SPIRIT 105.3.
- **14.** Contestants are required to provide truthful information. SPIRIT 105.3 will reject any entry that the station discovers to be false.
- **15.** SPIRIT 105.3 reserves the right to disqualify any participant attempting to tamper with the contest entry process.
- **16.** SPIRIT 105.3 reserves the right to substitute contest prizes with other prizes of approximately equivalent value.
- **17.**SPIRIT 105.3 reserves the right to change or modify the Contest rules at any time without advance notice and will update the Contest rules accordingly.

By entering, Entrants acknowledge they have read, understood, accepted and agreed to be bound by the terms and conditions of these Official Contest Rules, as they may be amended from time to time. Entrants may note sell, assign or transfer any of their rights under these Official Contest Rules or as may be granted throughout this Promotion. Entries that do not comply with all requirements stated in these Rules will not be considered and will be disqualified. 15. SPIRIT 105.3 reserves the right to cancel or modify contest and contest rules at any time.

By entering or participating, Entrants acknowledge they have read, understood, accepted and agreed to be bound by the terms and conditions of these Official Contest Rules, as they may be amended from time to time. Entrants may not sell, assign or transfer any of their rights under these Official Contest Rules or as may be granted throughout this Promotion. Entries that do not comply with all requirements stated in these Rules will not be considered and will be disqualified.