

KMXZ – DISNEYLAND RESORT CONTEST RULES

No Purchase or Obligation Necessary to enter or win.

CONTEST DESCRIPTION:

Registration: Beginning Monday February 19th through Friday March 1st, 2024. (Contest Period)

Requirements: Must be 21 years of age or older and have a valid Arizona Driver's License or Government Issued Identification Card.

Prize: Six (6) separate individual winners will be awarded four (4) Disneyland Resort 2-Day, 1-Park per day tickets, and a three-hundred dollar (\$300) prepaid gift card to use for gas or travel; tickets provided by Disneyland Corporation and the travel gift card provided by Grand Promo for promotional purposes. (ARV: \$610)

Grand Prize: One winner will be awarded a Disneyland grand prize for a family of four (4), which includes, a two (2) night stay at an onsite Disneyland hotel/resort, three-day park tickets for a family of four (4) to be used once per day at either Disneyland or California Adventure, and a one-hundred dollar (\$100) prepaid gift card to use for gas or travel; Disneyland Resort hotel and ticket package provided by Disneyland Corporation and the travel gift card provided by Grand Promo for promotional purposes (ARV: \$2,634 per package)

HOW TO ENTER/WIN: Listeners of KMXZ who are legal residents of the 48 contiguous United States residing within the Tucson, Arizona metropolitan area will be able to take part in the KMXZ – Disneyland Resort Contest. To participate in the KMXZ – Disneyland Resort Contest, listeners must do the following:

1. During the **Contest Period**, KMXZ (94.9 MIXfm) DJ's, and recorded announcements, will be instructing listeners to log on to www.mixfm.com and click on the "DISNEYLAND RESORT CONTEST" tile to complete a contest registration form which includes contact information, name, phone number, email, and date of birth. ****Only one entry per IP address will be allowed during contest period.***
2. On Monday March 4th, 2024, six (6) separate individual **Prize** winners will be selected randomly from qualified entries and one (1) **Grand Prize** winner will also be selected randomly from qualified entries. All **Prize** winners and the **Grand Prize** winner will be contacted via phone call and/or email on this same date.
4. **Prize** winners will have until April 30th, 2024, at 5pm to pick claim their tickets and gift card. **Grand prize** winner contact information, phone number and/or email, will be given to the Disneyland Corporation promotions department and will reach out to the Grand Prize winner within fourteen (14) to twenty-one (21) calendar days to book the dates and details of the trip. ****Any changes or claims to reservations and use of tickets will be at the discretion of Disneyland Corporation; Disney Corporation rules for this contest at the end of these Arizona Lotus promotion contest rules.***

ELIGIBILITY RESTRICTIONS:

1. The KMXZ – Disneyland Resort Contest is open to listeners of KMXZ who are 21 years of age and older and are legal residents of the 48 contiguous United States residing with the Tucson, Arizona metropolitan area.
2. Employees of KLPX, KFMA, KMXZ, KTKT, KMXZ, KFFN, Arizona Lotus Corp, and its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Tucson, Arizona metropolitan area, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in this KMXZ – Disneyland Resort Contest. For purposes of this contest, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses are not eligible.
4. Persons who have won a prize in another contest or promotion of any kind from Arizona Lotus within the seven (7) day period immediately preceding the start date of the KMXZ – Disneyland Resort Contest are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from Arizona Lotus during any seven (7) day period.

PRIZES:

1. Dates and times of concerts, trips, events, and activities promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of KMXZ and Arizona Lotus Corp. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. KMXZ and Arizona Lotus Corp. are not obligated to make any effort to find an alternative prize under these circumstances.
2. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
3. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by station management and/or the sponsor in its sole discretion.
4. Prizes will be awarded only upon winner verification and final approval by KMXZ.
5. KMXZ – Disneyland Resort Contest winner must sign and date official station release and waiver forms as requested. Failure to do so will result in winner forfeiting the prize.
6. If for any reason a contest winner provides notice that they have decided not to accept an awarded prize, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the KMXZ – Disneyland Resort Contest sponsor and / or the contest administrator if another entrant is to be selected as the winner if time permits. Winners selected will have 30 days AFTER the Arizona Governor's stay at home orders ends, to pick up prize.
7. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by KMXZ, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse KMXZ, and /or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by winner.

GENERAL CONDITIONS:

1. Winners are responsible for all applicable taxes associated with the receipt of the prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state and local laws and regulations
4. Odds of winning depend upon the number of eligible contestants participating during the Contest Period.
5. By participating in the KMXZ – Disneyland Resort Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this contest, each participant agrees to comply with the Official Rules and the decisions of the contest sponsor which shall be final and binding in all aspects relating to the contest.
6. All contest winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold KMXZ and Arizona Lotus Corp., and any other contest parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with contest participation or the acceptance, possession or use / misuse of awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.
7. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their prize.

8. KMXZ retains the right to disqualify any contestant if all of the KMXZ – Disneyland Resort Contest rules are not followed. Contest void if prohibited by law.

9. So long as no participant is materially adversely affected, KMXZ reserves the right to make changes in the contest rules, which will become effective upon being announced on the air and / or posted online.

10. KMXZ and Arizona Lotus Corp., participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any contestant to complete or continue a telephone call, facsimile transmission or internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries. In addition, KMXZ and Arizona Lotus Corp, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for lost, misdirected, mutilated, illegible or incomplete contest entries. Once submitted, entries become the property of KMXZ and will not be returned.

11. By accepting the prize, the winner acknowledges that KMXZ and Arizona Lotus Corp. have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

12. KMXZ and Arizona Lotus Corp. its subsidiaries, its affiliates, participating sponsors and any other promotional parties will not assume any responsibility for any changes in the execution of the contest, including: cancellation of the contest as a result of the occurrence of events not within the control of the KMXZ and Arizona Lotus Corp, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of nature, strikes, terrorists acts or criminal acts of third parties. In the event, such an act should occur, KMXZ may in its sole discretion, offer the winner comparable prize(s) currently being offered by KMXZ in lieu of the Prize originally awarded.

13. If for any reason, the contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the contest is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Contest entries, or any other causes beyond the KMXZ and Arizona Lotus Corp's control which, in the KMXZ and Arizona Lotus Corp. sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, KMXZ and Arizona Lotus Corp. reserve the right to cancel, terminate, modify or suspend the contest at their sole discretion.

14. Any attempt by an entrant to deliberately undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, Arizona Lotus Corp reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.

15. Copies of contest rules are available upon request during regular business hours, Monday – Friday 10:00 a.m. to 5:00 p.m., in the offices of KMXZ located at 3871 N. Commerce Drive Tucson, Arizona 85705. Copies of contest rules may also be made available on www.MIXFM.com

*****DISNEYLAND CORPORATION OFFICIAL CONTEST RULES*****

Disney Official Rules:

Promoter will cause the Official Rules for the Sweepstakes to comply with all applicable laws and regulations and to include applicable provisions substantially similar to the following (subject to Disney's approval):

- Travel and lodging for the Vacation Package awarded by Promoter must be completed prior to June 15, 2024. 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[1]trip from/to the same Departure Airport/Arrival Airport (both as defined in Section 1(a) of EXHIBIT B), as chosen by Disney.
- 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 (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. 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. 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 winner will not be reimbursed, and no substitution will be provided except as in Disney's sole discretion. Theme park tickets are subject to the terms and conditions set forth herein and included on the theme park tickets. An inability to use any tickets will result in forfeiture of such tickets. Block-out dates may apply. • 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, subject to availability, and are not guaranteed. Park reservations do not guarantee park admission or access to any experience, attraction, or offering. Winner and Guests should visit [Disneyland.com/updates](https://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, used for commercial purposes, 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 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 or items 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 are subject to change or cancellation, and may be modified, limited in availability or capacity, or be closed. Park admission and offerings are not guaranteed. Disney reserves the right to cancel any reservations or admission media. • 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[1] 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. • The actual value of the Vacation Package may vary depending on point of departure and fluctuations of hotel rates and fares. 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. • An inherent risk of exposure to COVID-19 exists in any public place where people are present. By accepting and using the prize and visiting the Premises, the winner and guests voluntarily assume all risks related in any way to exposure to COVID-19, and any other communicable or infectious disease. The winner and guests must comply with all theme park rules and regulations, including any public health restrictions. Failure to do so may result in forfeiture of such portion(s) of the prize. Disney reserves the right to remove or deny entry to the winner and/or any of the guests who do not comply with any health restrictions imposed by any government, or Disney. The winner and guests are also responsible for understanding and complying with any COVID-19 travel restrictions. Before visiting, each guest should visit [Disneyland.com/Updates](https://disneyland.com/updates) to view important information about park reservations, limitations on benefits, features, experiences and offerings, safety measures and other information. 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. • 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.

EXHIBIT B DISNEY'S RESPONSIBILITIES Disney will be responsible, at its cost and expense (unless stated otherwise herein), for the following: 1. (a) Vacation Package: Providing Promoter with seven (7) vacation packages (the "Vacation Package") for the winner and up to three (3) Guests for two (2) consecutive nights and three (3) days at the Premises to be awarded by Promoter solely to the winner of the Sweepstakes (subject to the restrictions set forth in Section 4 of EXHIBIT A), each Vacation Package will consist of the following: • Hotel accommodations for the Group (one (1) standard room/quad occupancy, including room tax, subject to certain room availability) for up to two (2) consecutive nights at a Premises hotel or Premises area hotel selected by Disney in its sole discretion (standard daily hotel parking at the Premises is not included unless winner resides within two hundred and fifty (250) miles of the Premises). • Up to four (4) 3-Day, 1-Park per day Disneyland® Resort tickets for the Group good for admission to Disneyland® Park or Disney California Adventure® Park, but not to both Parks on the same day (subject to restrictions). 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. (b) The approximate retail value ("ARV") of one (1) Vacation Package is two thousand six hundred thirty four dollars (\$2,634.00), and the total ARV of all Vacation Packages is eighteen thousand four hundred thirty eight dollars (\$18,438.00). 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 Vacation Package will not be awarded.