

## KQMT DISNEY CRUISE CONTEST RULES

These contest rules are specific to the above contest conducted by Audacy Colorado, LLC d/b/a KQMT-FM (the “**Station**”). Except to the extent specifically set forth below with respect to this specific contest, the Station’s general contest rules apply to this contest as well. A copy of these specific contest rules and the Station’s general contest rules are available at the Station’s website at [www.995themountain.com/rules](http://www.995themountain.com/rules). **As a preventative measure in light of the COVID-19 (Coronavirus) pandemic, copies of the specific contest rules and the Station’s general contest rules will not be available at the Station’s studio. To the extent the general contest rules differ from these rules, these rules will govern and control with respect to this contest. To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

### How to Enter

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1. No purchase or payment of any kind is necessary to enter or win the KQMT Disney Cruise Contest (the “**Contest**”). A purchase or payment will not increase your chance of winning.
2. From 12:00pm (MT) on Friday, July 8, 2022 through the earlier of either 4:59pm (MT) on Thursday, August 4, 2022 or the point at which thirty (30) Qualifying Prizes have been awarded in this Contest, whichever is sooner, go to [www.995themountain.com/contests](http://www.995themountain.com/contests), click on the Disney Cruise Contest link to enter this Contest, and complete the entry form with all applicable and required information. Each individual who meets all applicable eligibility requirements set forth herein and who successfully completes the process of entering this Contest by means of the method described above shall be deemed an “**Entrant**”. Limit one (1) entry per Entrant email address.

### How to Win

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3. This Contest will be played weekdays (Monday through Friday only) from Monday, July 18, 2022 through the earlier of either Friday, August 5, 2022 or the point at which thirty (30) Qualifying Prizes have been awarded in this Contest, whichever is sooner (each a “**Contest Day**”) at approximately 8:00am (MT) and 5:00pm (MT) (each, a “**Contest Play**”). Starting on Friday, July 15, 2022 and then each weekday after (Monday through Friday only) at approximately 5:00pm (MT) the Station will randomly select two (2) Entrants from among all eligible entries received through the time of each drawing, and randomly assign each selected Entrant to one (1) of the two (2) Contest Plays (i.e., one (1) selected Entrant for the 8:00am (MT) Contest Play and the other selected Entrant for the 5:00pm (MT) Contest Play) for the next Contest Day (e.g., a drawing Monday at 5:00pm (MT) will be for Contest Plays on Tuesday, and a drawing on Friday at 5:00pm (MT) will be for Contest Plays the following Monday).
  - a. There will be up to, but not more than, two (2) Contest Plays per Contest Day, for a total of up to, but not more than, thirty (30) Contest Plays during this Contest.
  - b. Any Entrant can only be selected and announced one (1) time in this Contest. Once selected and announced, an Entrant will not be selected and announced again in any other Contest Play during this Contest.
  - c. Entries not selected in any drawing will be retained and included in all subsequent drawings in this Contest.
4. Each Contest Play will proceed with the Station announcing on air: (i) the first name, last name, and town/city of residence of the one (1) Entrant selected and assigned to that Contest Play (as described in Section 3 above). The Entrant will then have ten (10) minutes and thirty-five (35) seconds from the time of the announcement to call the Station at 303-631-2995. If the announced Entrant calls the Station within the allotted ten (10) minutes and thirty-five (35) seconds, they will receive one (1) Qualifying Prize in this Contest (as described in Section 5 below), subject to verification of eligibility and compliance with the Contest rules (each such Entrant a “**Qualifying Prize Winner**”). If the announced Entrant does not call the Station within the allotted ten (10) minutes and thirty-five (35) seconds, then no Qualifying Prize will be awarded for that Contest Play. At approximately 7:30am (MT) on Monday, August 8, 2022 one (1) Grand Prize Winner will be randomly selected from the up to thirty (30) eligible Qualifying Prize Winners and will receive the one (1) Grand Prize in this contest (as described in Section 6 below), subject to verification and compliance with the Contest Rules (the “**Grand Prize Winner**”).



- a. Selected Entrants' names will be announced on air only ONCE. All decisions by Station with respect to this Contest, including, without limitation, whether or not a selected Entrant called back within the allotted time period, are final and may not be appealed.
- b. **WARNING! ONLINE LISTENERS TO STREAMED BROADCASTS MAY EXPERIENCE A LAG IN TRANSMISSIONS DUE TO BUFFERING LIMITATIONS. CONTEST PARTICIPANTS SHOULD NOT RELY ON STREAMED BROADCASTS.**
- c. **IMPORTANT! Only calls received to the studio contest phone number above are eligible to win (calls to the main radio station phone number or any other phone numbers are not acceptable).**
- d. In order to win, the actual selected Entrant (i.e., not just any person with the same name, even if residing in the same town/city) must personally call the Station within the allotted time, as determined by the Station in its sole and absolute discretion.

### Prize(s)

5. The up to thirty (30) verified Qualifying Prize Winners will each receive one (1) 99.5 The Mountain t-shirt valued at \$20.00 and courtesy of Audacy Colorado, LLC (the "**Qualifying Prize**").
6. The one (1) verified Grand Prize Winner will receive a four (4)-night Bahamian Disney Cruise Line vacation for four (4) persons (i.e., Grand Prize Winner and up to three (3) guests), to be taken aboard the Disney Wish, and a one (1)-night stay at the Walt Disney World Resort prior to cruise. The Bahamian Cruise shall consist of the following: (i) Four (4) roundtrip coach airfares between the major gateway airport closest to the Grand Prize Winner's residence and Orlando International Airport in Orlando, FL (if the winner resides outside a 200-mile radius of Port Canaveral, FL); (ii) Round trip ground transportation from the Walt Disney World Resort to Port Canaveral, FL, and from Port Canaveral, FL to the Orlando International Airport; (iii) a four-(4) night Cruise on the Disney Wish for four (4) persons, including: One (1) stateroom aboard the Disney Wish (location/category at the discretion of Disney Cruise Line) with a maximum occupancy four (4) people; All meals onboard the Disney Wish (excluding Palo Steakhouse and the adult-exclusive Fine Dining – Enchanté by Chef Arnaud Lallement) Pre-paid gratuities, Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website); (iv) a Walt Disney World Resort stay that shall consist of the following: Motor coach transportation for four (4) passengers from the Orlando International Airport to a Walt Disney World Resort; One (1) standard room with a maximum occupancy of four (4) persons at a Walt Disney World Resort Hotel (resort selection at the discretion of Disney Cruise Line) for one (1) night prior to the ship's departure (the "**Grand Prize**"). Grand Prize is valued at approximately \$9,028.56, which includes Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website) and is courtesy of Disney Destinations, LLC. Travel and lodging for the Vacation Package must be booked at least forty-five (45) days prior to the intended travel dates and must be taken from September 2, 2022 to October 27, 2023. Block Out Dates: 11/21/22; 12/19/2022; 12/26/2022; 02/20/23; 03/13/23; 03/20/23; 04/03/23; 04/10/23; 05/29/23 (Block Out Dates at the discretion of Disney Cruise Line and subject to change) The Grand Prize 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 below), as chosen by Disney. Once selected by Grand Prize Winner, Guests cannot be changed without the express consent of Disney, which may be withheld for any reason. 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 Disney Cruise Line vacation. 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. The Grand Prize 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. It is the Guests' responsibility to check with their travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov), or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. Guests of all ages are strongly encouraged to obtain passports. The Grand Prize 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



Grand Prize. Grand Prize 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. There may be specific instructions and requirements for all visitors to the Bahamas, which may include mandated quarantine or pre-travel testing. The Grand Prize Winner and his/her Guests are solely responsible at their own cost for staying updated on and complying with any of the latest advisories, restrictions and travel alerts that may be in place for travel to the Bahamas leading up to the planned stay. Travel requirements are subject to change. Grand Prize fulfillment and travel are subject to certain restrictions, air travel/flight availability, and certain hotel/room availability. The Grand Prize 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. Sponsor and Disney are not liable for any expenses incurred as a consequence of flight cancellation/delay. All lodging will be at the risk of Grand Prize Winner and Guests. Grand Prize Winner is solely responsible for all expenses and costs associated with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Grand Prize, ground transportation (other than as described above), taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Grand Prize due to reasons beyond Sponsor's control, and are not responsible or liable for any expenses incurred as a consequence thereof. Guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, "**Guest Documents**"), which must be returned with the verification documents requested of Grand Prize Winner, or Guest portion of the Grand Prize will be forfeited. Any damaged, lost or stolen travel vouchers or 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. The actual value of the Grand Prize 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. If the actual value of the Grand Prize is less than stated ARV, the difference will not be awarded. All expenses not specifically provided for herein, including transportation to and from the venue, parking and concessions (if applicable), are the winner's sole responsibility. Some restrictions may apply. Federal, state and local taxes, if any, are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more. Prize components may not be sold, traded, transferred, or refunded. Grand Prize is not redeemable for cash. No substitution of Grand Prize or any elements thereof is allowed, except at the Sponsor's sole discretion.

7. The Station and sponsors are not responsible for replacing or reimbursing any Winner with any form of compensation for events that are canceled, rescheduled, or delayed. No alternate or replacement Prize will be awarded for any canceled, rescheduled, or delayed Prize event. All cancellations are deemed beyond the control of the Station and its sponsors. This includes, but is not limited to, event cancellations, as well as all delays or cancellations due to acts of nature, terrorism (*including threats*), war, illness, or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders. The Winner and any guest must comply with all of the airline, hotel, and venue's COVID-19 screening, testing, safety and related requirements in place at the time of the Prize trip. Refusal to comply with the applicable COVID-19 requirements will result in forfeiture of the Prize, and the Winner (or guest) will not receive replacement plane tickets, new hotel reservations, or tickets to another event nor will any other alternate Prize be provided. If the Winner or Winner's guest is denied entry to the flight, hotel, or venue for failure to satisfy the applicable COVID-19 requirements, then such tickets and hotel stay shall be deemed forfeited and the Winner (or guest) will not receive replacement plane tickets, new hotel reservations, or tickets to another event nor will any other alternate Prize be provided.

#### Sponsor(s)

8. The sponsors of this Contest are Disney Destinations, LLC and Audacy Colorado, LLC



## Other Rules Specific to This Contest

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9. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Station for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
  - a. Limit one (1) account with the Software Provider per email address.
  - b. Software Provider is not a sponsor of this Contest, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "**Software Provider Policies**").
  - c. If the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes the Software Provider and the Station to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.
  - d. While agreement to the Software Provider Policies may be required in order to enter the Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.
  - e. Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Station in its sole and absolute discretion deems to materially and adversely affect the Contest, the Station reserves the right to (1) suspend the Contest; (2) terminate the Contest without a Winner; (3) terminate the Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Station's sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
  - f. Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.

