

## 94.9 KCMO'S "SANDALS OCHI BEACH RESORT" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained by contacting radio station KCMO-FM ("Station"), owned and operated by CMP KC LLC, located at 8900 Indian Creek Parkway, Building 6 | Suite 300 Overland Park, KS 66210, during available business hours Monday through Friday, on the Station website [www.949kcmo.com](http://www.949kcmo.com), or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **94.9 KCMO's "Sandals Ochi Beach Resort" Contest** (the "Contest") substantially as described in these rules, and by participating, each entrant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

**Eligibility.** This Contest is open only to legal U.S. residents of the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, excluding Florida and New York residents, age twenty-one (21) years or older at the time of entry with a valid Social Security number, who have not won a prize from the Station in the last **15 days** or a prize valued at \$500 or more in the last **15 days**, and whose immediate family members or household members have not won a prize from the Station in the last **15 days** or a prize valued at \$500 or more in the last **15 days**. **Void where prohibited by law.** Employees of Station, CMP KC LLC and each of 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 stepparents, siblings and stepsiblings, 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 **7:30am CT on May 16, 2022** and will **run weekdays from 7:30am CT until 9:40am CT through 9:40am CT on May 20, 2022.** (the "Contest Period"). The Station's computer is the official time keeping device for this Contest.
3. **How to Enter and Win.** Listen to the Station during the Contest Period. At or around **7:30am, 8:30am and 9:30am CT** each weekday (each, a "Contest Round"), when the Station gives the "cue-to-call" sounder, listeners must call the Station at **816-576-7949**. Caller nine (9) to the Station, as determined by the Station in its sole discretion, will be qualified to win the Grand Prize (as defined below) (each a "Grand Prize Qualifier"). All entries may be played on the air. **LIMIT ONE QUALIFICATION PER PERSON. Time Delay Between Over-the-Air Analog Signal and Internet Broadcast:** Due to the time delay that exists between the Station's analog over-the-air signal and the Station's online webcast, listeners who listen to the Station online may hear the cue to call later than listeners listening to the Station's analog over-the-air signal. As a result, the odds of an online listener entering this Contest on-air may be diminished.
4. **Winner Selection.** On or about 10:00am CT May 20, 2022, Station will randomly select one (1) entry from the fifteen (15) Grand Prize Qualifiers to determine the potential Grand Prize Winner. The winning entrant will be contacted using the email address and/or telephone number provided to the Station and may be awarded the Grand 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 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 three (3) days of notification or failure to claim the prize within three (3) days of verification as a winner will result in disqualification and forfeiture of the prize.

5. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS 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 Prize Winner will be required to sign and return to Station, within three (3) days 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. If 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.
6. **Grand Prize.** One (1) Grand Prize will be awarded in this Contest. The winner will receive:
- One (1) Vacation for two (2) adults to any of the fifteen (15) Sandals Resorts with locations in Jamaica, Antigua, Saint Lucia, The Bahamas, Barbados, Grenada and Curacao which includes:
- (i) Accommodations for one (1) room, double occupancy for four (4) days/three (3) nights, all meals and alcoholic and non-alcoholic beverages that are available as part of the standard all-inclusive package; and
  - (ii) Round-trip coach airfare for two (2) adults valid to/from the Kansas City airport to resort's designated airport.

Coach airfare not to exceed Five-Hundred Dollars (\$500) per person. Accommodations and airfare will not be confirmed until ninety (90) days prior to the selected travel date. Winner and guest must travel on the same itinerary, originating from the same airport. Flights and airlines are subject to change and availability. Airline chosen is at the discretion of Unique Travel Corp. Accommodations and airline restrictions and blackout dates may apply. Any offerings outside of the standard all-inclusive package for personal charges, incidental charges, telephone calls, specialty dining, tours & excursions, room services, meals outside of the selected and/or designated resort, carrier baggage charges and carrier service fees not included.

The approximate retail value ("ARV") of the prize for accommodations for accommodations is up to Two Thousand Four Hundred Sixty Dollars (**\$2,460.00**) and airfare up to One Thousand Dollars (\$1,000) for a total ARV of Three Thousand Four Hundred Sixty Dollars (**\$3,460.00**)

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. The actual retail value of the Grand Prize may vary depending on the point of departure, travel itinerary, airfare fluctuations at the time of awarding/booking and/or accommodations. Any difference between the above stated ARV and the actual retail value of the Grand Prize will not be awarded. Winner will be informed of the Actual Retail Value at the time the Prize is redeemed. Winner acknowledges that s/he will be provided a 1099 on the actual retail value.

Should the Winner be unable to travel for any reason, Winner immediately forfeits the Grand Prize and at that time, Station may select an alternate Winner in its sole and exclusive discretion and in compliance with these Contest Rules.

If Winner elects to partake in any or all portions of Winner's Prize with no Guest, the Prize will be awarded to Winner and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption.

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 Grand Prize is expressly limited to the item(s) listed above and does 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.

**Grand Prize trip must be taken by May 20, 2023 (subject to blackout dates).** The Prize is not transferable or redeemable for cash. No extension will be given after the Grand Prize has expired. If the Prize Package is not redeemed, the Prize Package will be forfeited. Travel dates to be mutually agreed upon by winner and Prize Provider. Winner and guest must travel on the same itinerary. Winner's guest must be twenty-one (21) years of age or older. Prize trip is non-transferable, and no substitution will be made except as provided herein at the Station's sole discretion.

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 the risks associated with the prize.

The accommodations portion of the Sandals Prize Package is subject to space availability and selected blackout dates. Unique Travel Corp, the worldwide representative for Sandals Resorts (the "Sandals Prize Package Provider") and Sandals Resorts each reserves the right to relocate any confirmed prizewinner from the selected resort to an alternate resort within the resort's chain and to change dates with prior notice should circumstances so require or for any circumstance(s) beyond the resort's control. The terms and conditions agreed to by the prizewinner shall apply with equal applicability to any resort which is the subject of substitution or deviation. Neither Unique Travel Corp nor Sandals Resorts shall be liable for any claim made by the prize winner whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.

7. **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., and each of their subsidiaries, related and 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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **Disputes.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or 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.

13. **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 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.
14. **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 SPONSOR:** CMP KC LLC, KCMO-FM, 8900 Indian Creek Parkway, Building 6 | Suite 300  
Overland Park, KS 66210

**PRIZE PROVIDER:** On the behalf of Unique Travel Corp., JAWW Media & Marketing, 2470 NE 23rd ST,  
Pompano BCH FL 33062