# **Radio Disney Local Sweepstakes Rules**

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#### **Radio Disney General Sweepstakes Rules**

These Sweepstakes Rules apply generally to all Sweepstakes on this Radio Disney station. However, certain Sweepstakes on Radio Disney may have rules written specifically for a particular game, which may differ. In case of conflict with these general rules, rules written specifically for a game will govern.

**NO PURCHASE NECESSARY.** Void where prohibited, taxed or restricted by law. Some restrictions may apply.

### **PRIZES:**

Prizes will be announced on-air, on-line, on-site or as appropriate.

Radio Disney is not responsible for winner's inability to claim or use the prize in accordance with the Sweepstakes guidelines.

Prizes are non-transferable and non-refundable. Prizes may not be substituted or redeemed for cash by winner. However, Radio Disney reserves the right to substitute any prize with a prize of equal or greater value.

Radio Disney is not responsible for the postponement or cancellation of an event associated with the prize, and will not substitute the prize should this occurrence so arise.

Radio Disney may require verification of eligibility and identity before releasing prizes.

HOW TO PLAY: Conditions & Limitations:

Mail In Sweepstakes: All entries must include name, address, age, birth date, and phone number to be eligible. Entries should be mailed to Radio Disney 500 S. Buena Vista Street, Burbank, CA 91505. Sponsors are not responsible for mail that is lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, tampered with, or postage-due.

Phone-In Sweepstakes: All entries must include name, age, phone number, and if requested address to be eligible. When applicable, to enter by phone call 1-877-870-5678. Only calls to the specified phone number can win. Sponsors are not responsible for inability of caller to complete call within specified time, whether due to busy lines, disconnections, telephone malfunctions or other circumstances.

Sweepstakes are open to all legal California residents age 16 years and younger as of entry date.

Winners are only eligible to enter after 90 days of winning a prize for prizes valued at \$599 and below; and six months for prizes valued at \$600 and above.

Odds of winning depend on number of valid entries received.

Employees of Radio Disney, ABC Inc., ABC Radio Network, The Walt Disney Company, their parent, subsidiary or affiliated companies, their advertising agencies, the Sweepstakes co-sponsors and promotional partners, and the immediate families of anyone so employed are not eligible to enter.

Limit one prize/winner per family/household per Sweepstakes.

All federal, state and local laws and regulations apply.

Decisions by Radio Disney judges on all aspects of this Sweepstakes will be final and binding.

Winners will be notified by phone, mail or in person. If a winner cannot be located or fails to claim prize within five (5) days after notification, prize will be forfeited and awarded to an alternate winner.

Sponsors assume no responsibility for late, lost, stolen, damaged, misdirected, incomplete or illegible entries. If entering by phone, sponsors assume no responsibility for busy, misdialed, disconnected, inaudible calls or hang-ups.

All entries become the property of Radio Disney and will not be returned.

By entering the Sweepstakes, winner consents, without limitation or additional compensation, to the use of their name, voice, photograph, likeness and/or entry for advertising and/or trade purposes, except where prohibited by law.

By participating, each winner releases, discharges, indemnifies, and holds harmless Radio Disney, The Walt Disney Company, their parent, subsidiary, successor, and affiliated companies, and their respective officers, directors, employees, agents, and representatives, advertising agencies and Sweepstakes co-sponsors and promotional partners (collectively the "Releasees") from any and all liability, loss, harm, injury, damage, cost and expense whatsoever arising directly or indirectly from the use of the prize or participation in the Sweepstakes.

All federal, state and local taxes are the sole responsibility of individual winner and/or parent or legal guardian. Winner and/or parent or legal guardian may be required to sign an W9 Form, IRS form 1099 or the equivalent for all prizes valued at \$600 or greater, or for any prize as to which this Radio Disney station, in its sole discretion, believes is warranted. Winner and/or parent or legal guardian will be required to execute an Affidavit of Eligibility, and Release indemnification and liability/publicity release within five (5) days of notification. In the event of noncompliance within this time period, the prize will be forfeited and an alternate winner will be selected. Upon forfeiture, no compensation will be given.

Parent and legal guardian must sign any and all releases on behalf of the minor.

Unforeseen events: Radio Disney reserves the right to change this Sweepstakes at its sole discretion at any time that Radio Disney becomes aware of any circumstances or occurrences,

which would materially affect the Sweepstakes fairness. Such changes will be announced in a suitable way to reach the intended audience.

## Winner assumes the risk of safe arrival of prize.

#### **IFLY TO THE XGAMES SWEEPSTAKES:**

#### I. NAME OF SPONSOR(S)

Radio Disney Group LLC, licensee of radio stations KMIC-AM, KDDZ-AM and WDYZ-AM; Radio Disney Chicago, LLC licensee of radio station WRDZ-AM; Radio Disney Dallas, LLC licensee of radio station KMKI-AM; ABC Radio Los Angeles, LLC licensee of radio station KDIS-AM; RD San Francisco Assets, LLC licensee of radio station KMKY-AM; RD Seattle Assets, LLC licensee of radio station KKDZ-AM and Skyventure, LLC (Hereinafter collectively referred to as "Sponsor").

### II. ELIGIBILITY

Entrants must be legal residents of the 50 United States (including the District of Columbia, except Maine) who are physically located and residing therein (excluding Guam, Puerto Rico and all other U.S. territories and possessions) and age 3-16 years as of entry date.

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Radio Disney Group LLC, licensee of radio stations KMIC-AM, KDDZ-AM and WDYZ-AM; Radio Disney Chicago, LLC licensee of radio station WRDZ-AM; Radio Disney Dallas, LLC licensee of radio station KMKI-AM; ABC Radio Los Angeles, LLC licensee of radio station KDIS-AM; RD San Francisco Assets, LLC licensee of radio station KMKY-AM; RD Seattle Assets, LLC licensee of radio station KKDZ-AM and Skyventure, LLC, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

#### III. HOW AND WHEN TO ENTER

#### NO PURCHASE NECESSARY.

**SMS Text Entry:** During the period commencing at 12:00:00 A.M., May 17, 2014 and ending at 11:59:00 P.M., May 26, 2014 ("Entry Period"), as announced at on Radio Disney stations KMIC-AM, KDDZ-AM, WDYZ-AM, WRDZ-AM, KMKI-AM, KDIS-AM, KMKY-AM, KKDZ-AM and at iFLY locations in each market. You may enter this Sweepstakes, by sending on your cell phone ("Cell") the Key Word for your Radio Disney station to the SMS shortcode 839873 (TEXTRD) ("SMS Entry") during the Entry Period. Standard carrier-messaging charges and data fees may apply to each text message sent and received. SMS Entrants will receive a confirmation SMS text message on their Cell. All Cell entrants must have a text messaging two-way capable phone and digital and SMS service in order to enter the Sweepstakes using the text messaging method. Text messaging may not be available in all areas. Minors (as defined by state of primary residence, "Minor") must have Parent's permission to enter via SMS Entry. By entering via SMS Entry you grant to Sponsor your consent to call your Cell should you be selected a potential winner. Key Words are:

- KMIC-AM Key Word is HOUSTON
- KDDZ-AM Key Word is DENVER

- WDYZ-AM Key Word is ORLANDO
- WRDZ-AM Key Word is CHICAGO
- KMKI-AM Key Word is DALLAS
- KDIS-AM Key Word is HOLLYWOOD
- KMKY-AM Key Word is SF BAY
- KKDZ-AM Key Word is SEATTLE
- AUSTIN Key Word is AUSTIN

"Entry" shall mean and refer to each SMS Entry. Entries remain the property of the Sponsor and will not be returned. All Text Entries must be received or credited by 11:59:00 P.M., May 26, 2014.

Limit one entry per phone number via SMS Entry per day of the sweepstakes. The odds of winning will be determined by the number of eligible entries received during each Entry Period. Mass Entries or Entries generated by a script, macro or use of automated methods will be disqualified. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. If canceled, Sponsor reserves the right at its discretion to determine the Winner using all non-suspect eligible Entries received up to the time of cancellation. Sponsor is not responsible for failed, partial or garbled computer transmissions or text messages, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; or failure of any e-mail or electronic Entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. In the event of a dispute over an electronic Entry, prize will be awarded to the owner of the Address or Cell, not the name on the Entry form.

**Mail in Entry:** Mail a postcard including your name, address and telephone number(s) "iFLY to the XGames Sweepstakes", c/o Radio Disney, 13725 Montfort Dr, Dallas, TX 75240. One entry per person per day. All mail in entries must be received by May 26, 2014.

Sponsor is not responsible for mail that is lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, tampered with, or postage-due.

#### IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

Nine local winners will be selected at random on May 27, 2014 from all valid entries received and entered into the Grand Prize drawing. One Grand Prize winner will receive will be selected at random on May 27, 2014 from the nine local winners.

In the event any winner is deemed ineligible, fails to comply with sweepstakes procedures, or is not available to claim prize during specified dates, then an alternate winner will be selected at random.

Winners will be notified by phone and text on May 27, 2014; and will receive an Affidavit of eligibility/compliance with Rules, publicity/liability release and indemnification ("Release"). If Winner is a Minor, all legal responsibilities of an entrant under the Rules will be assumed by a Parent; and the prize will be awarded to the Parent for the benefit of the Minor Winner. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[1]** potential Winner's failure to respond to notification within twenty-four (24) hours after notification **[2]** potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[3]** potential Winner's failure to validly claim the prize by May 30, 2014; and **[5]** any other non-compliance with Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner.

Limit one local prize per winner for this contest. People who have won any other prizes on station within 90 days of entry are not eligible to enter this sweepstakes.

Sponsor is not responsible for winner notifications via texting that are the result of texting, computer or transmission errors and may cancel, modify or suspend the sweepstakes based upon any such error without liability at Sponsor's sole discretion. In the event that an error occurs and more than the designated number of prizes are claimed, the designated number of prizes will be awarded in a second round drawing from among eligible claimants.

Odds of winning depend on number of valid entries received for each keyword. Many will enter, only 9 will win.

Final determination of winners is always conditional on verification of eligibility and compliance with all rules and procedures.

## V. <u>PRIZE(S)</u>

One local winner for each keyword will each receive an iFLY Family Flight package for a group of 5 people to be used at the iFLY location in their market. Package includes:

- Ten (10) iFLY flights
- A dedicated flight instructor
- A training class
- A DVD of your session
- All Equipment rental
- Personal flight certificates for 5 people

The approximate retail value of this prize is \$300.

One Grand Prize winner will also receive a trip for four (4) including a parent or guardian to the XGames in Austin, TX from June 5 through June 8, 2014. Trip includes:

• Hotel accommodations (one standard room/quad occupancy, including room tax) for three (3) nights at Sponsor's choice of hotel

- If the Grand Prize Winner's residence is located more than two hundred fifty (250) miles from the City, round-trip coach air transportation for four (4) on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near the Grand Prize Winner's residence ("airport of origin") and a Sponsor-selected airport in or near the City; but if the Grand Prize Winner's residence is located two hundred fifty (250) miles or less from City, then round-trip coach air transportation will not be provided
- If the Grand Prize Winner's residence is located more than two hundred fifty (250) miles from the City, car rental in Austin; but if the Grand Prize Winner's residence is located two hundred fifty (250) miles or less from the City, car rental will not be provided
- 4 VIP Passes to the XGames including:
  - Access to X Games VIP hospitality areas at the Paddock, Turn 15, and Austin 360 Amphitheater
  - Pit access to all X Games Austin concerts
  - Food and beverage including beer & wine (for adults age 21 and above) for all three event days
  - Premium viewing at all competition courses (first-come, first-served basis)
- An iFLY Family Flight package to be used at the iFLY location in Austin. Package includes:
  - Ten (10) iFLY flights
  - A dedicated flight instructor
  - A training class
  - A DVD of your session
  - All Equipment rental
  - Personal flight certificates for each guest

This trip can only be taken June 5-8, 2014. If winner is not available to travel at this time, the prize will be forfeited.

The approximate retail value of the Grand Prize is \$4,200. If the actual value of the prize is less than the stated ARV, the difference will not be awarded.

Final actual value at time of booking and travel may be substantially more or less depending on dates of travel, point of origin and ticket availability. Some restrictions apply.

All expenses not specifically provided for herein 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.

Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value.

If won by a minor, prize will be awarded in parent's or guardian's name.

Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of any XGames event(s) or for other circumstances that make it impractical or impossible to fulfill this element of the prize. This element of the prize has no approximate retail value, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of the prize.

#### VI. <u>RELEASES</u>

By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor and the sweepstakes administrator, which shall be final in all respects.

By participating in the sweepstakes and/or accepting any prize that they may win, entrants and their parents or guardians agree to release Radio Disney Group LLC, licensee of radio stations KMIC-AM, KDDZ-AM and WDYZ-AM; Radio Disney Chicago, LLC licensee of radio station WRDZ-AM; Radio Disney Dallas, LLC licensee of radio station KMKI-AM; ABC Radio Los Angeles, LLC licensee of radio station KDIS-AM; RD San Francisco Assets, LLC licensee of radio station KMKY-AM; RD Seattle Assets, LLC licensee of radio station KKDZ-AM and Skyventure, LLC, their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this sweepstakes and/or acceptance or use of the prize.

Entrants and their parents or guardians authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, in any and all media now known or hereafter created or conceived, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

To claim prize winner and/or winner's parent or guardian must: (a) provide proof of winner's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; and (c) have winner's intended guest(s) or travel companion(s), if any, sign and return releases requested by Sponsor; all within the time period(s) specified by Sponsor.

Sponsor may require any of Trip guests to be accompanied on the Trip by his/her parent or guardian, who will count as one of the four guests included in the prize. Sponsor may require all Trip guests' parents or guardians to execute and return a Release of Liability prior to the Trip.

#### VII. MISCELLANEOUS; WINNERS' LIST

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For a list of winners, send a self-addressed, stamped envelope to IFLY winners, c/o Radio Disney, 13725 Montfort Dr, Dallas, TX 75240 within 60 days after sweepstakes end date. Vermont residents may omit return postage.