

# **KJOY 98.3's CODE TO CANCUN TRIP GIVEAWAY TO DREAMS RESORTS AND SPAS**

**OFFICIAL CONTEST RULES  
KJOY 98.3/WKJY-FM hereinafter referred to as the "Station"**

**No purchase or payment is necessary to enter or win this promotion. A purchase or payment of any kind will not increase your chances of winning. By participating, each entrant fully and unconditionally agrees to be bound by and accepts these official Contest Rules.**

## **1. Promotion Dates**

***The Station, owned and/or operated by Connoisseur Media, LLC (CONNCO) is running a station or multi-station promotional contest (the "Contest") beginning on or about March 16, 2023 at 12:00 am EDT and ending on or about April 14, 2023 at 11:59pm EDT (the "Promotion Dates"). Grand Prize winner or winners will be announced on or about April 17, 2023.***

## **2. Entry / How To Win**

- a. Potential qualifiers will listen to KJOY 98.3/WKJY-FM during the "contest" promotional period and listen for the "Code to Cancun" announcement around 7:00am, 11:00AM and 3:00PM every weekday throughout the contest period.***
- b. Once a potential qualifier hears the code to Cancun for that day and hour, they must then go to [www.KJOY.com](http://www.KJOY.com) and follow the links to enter the code word and submit an entry form.***
- c. Digital entry forms must be filled out entirely and submitted properly to be eligible.***
- d. A physical entry form may also be obtained by sending a self-addressed, stamped envelope to KJOY 98.3's CODE TO CANCUN CONTEST REQUEST c/o Connoisseur Media Long Island 234 Airport Plaza Blvd. Suite 5 Farmingdale, NY 11735. Three entries per person per weekday using this method will be valid. Entries and entry requests that go undelivered will be disqualified. Connoisseur Media Long Island is not responsible for entries or entry requests that are delayed and/or are delivered after the contesting period or entries or entry requests that go undelivered.***
- e. Station judges will choose a contestant(s) by random draw from all eligible qualifiers. The contestant(s) will be notified via phone and will be awarded the grand prize.***
  - a. Odds of winning may vary depending on the number of qualifying entries received.***

## **4. Acceptance and Delivery of Prize**

**All prizes must be accepted as awarded. No Cash Value. All prizes are non-transferable. Inability to accept prizes or unwillingness to use prize or elements as delivered will result in forfeiture. Prize will be fulfilled by representatives or agents of Dreams Resorts and Spas. Prize description as well as restrictions, blackout dates and expiration dates are below in "Exhibit B". Additional restrictions may apply.**

**5. Conditions / Eligibility**

- a. All Contest(s)/Prize(s) are subject to Federal, State and local regulations and laws and are void where restricted or prohibited by law. This Contest is governed by U.S. law and is void outside the United States.**
- b. Contest is open to legal U.S. residents who reside in Nassau or Suffolk County and who are age 21 or older. All employees, agents and interns of CONNCOS and contest sponsors, employees of competing radio station, and members of the immediate families or households of each are ineligible. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, whether as "in-laws" or by current or past marriage(s), remarriage(s), adoption, cohabitation or other family extension and any other persons residing at the same household whether or not related. Participants and winner(s) must be legal U.S. residents.**
- c. No "duos," groups or teams will be allowed to enter together. Any ties, disputes, conflicts, questions or concerns regarding the Contest and/or the prize(s) will be determined by CONNCOS, whose decision(s) is final.**
- d. Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function may not be allowed to participate unless they enter their correct area code and telephone number. CONNCOS disclaims all liability for the inability of a participant to complete or continue a text or telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond CONNCOS control, or otherwise. CONNCOS disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission or other delivery method. CONNCOS is not responsible for mechanical, technical, electronic, communications, telephone, cellular, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. CONNCOS is not responsible for broken telephone connections, busy signals, mis-dials or lost phone calls.**
- e. Each winner must provide CONNCOS with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded.**

***Failure to timely provide such information and/or any other reasonably required documentation including, without limitation, a release and affidavit of eligibility, may result in a delay in receiving prize(s) or the forfeiture thereof. Entrants are required to provide truthful information and CONNCOS will reject and delete any entry that it discovers to be false or fraudulent. CONNCOS will disqualify any entry from individuals who do not meet eligibility requirements.***

- f. Any person winning in excess of Six Hundred Dollars and 00/100 (\$600.00) or receiving anything with a value of Six Hundred Dollars (\$600.00) or more, as determined by CONNCOS in its sole discretion, will receive an IRS Form 1099 at the end of the calendar year, and a copy of the 1099 will be filed with the IRS, and each winner shall be solely responsible for paying any and all applicable Federal, State, local or other taxes***
- g. By participating, all participants and winner(s) grant CONNCOS the permission to use their names, characters, photographs, voices and likeness in connection with the promotion (via print, broadcast or other forms of media) of this and other contests and waive any claims to royalty, right, compensation or remuneration for such use.***
- h. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Contest Entities. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.***

**6. Release**

***Contest winners agree on their own behalf and on behalf of their heirs, successors, representatives and/or assigns, to fully and forever release and discharge CONNCOS and each and all of its subsidiary and affiliated corporations, companies and divisions, its predecessors, successors and assigns, and its respective directors, stockholders, officers,***

*employees and agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatsoever kind or nature in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden which against it or any of it, they have had, may have had or now have, or which any of their heirs, representatives and/or assigns hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever, including but not in any respect limiting the generality of the foregoing, any and all claims which or might have asserted relating to this contest, and agrees to deliver an executed release form at the time of delivery of any prize(s). If a minor is a contest winner, the person's parent or legal guardian must sign said release on the winner's behalf.*

**7. Indemnity**

*Participants and winners agree to and do hereby indemnify and hold forever harmless CONNCOS and its agents, officers, employees, affiliates and assigns for any injuries, accidents, misfortunes, losses, damages or causes of action arising from or in connection with participation in the Contest and/or acceptance or use of any prize(s).*

**8. Miscellaneous**

- a. *CONNCOS is considered the "Judge." Judge's decisions are final.*
- b. *CONNCOS reserves the right to end and/or modify the Contest at any time without additional notice or further compensation required, if any fraud, technical failure or other factor beyond the control of CONNCOS impairs the integrity or proper functioning of the Contest, as determined by CONNCOS in its sole discretion.*
- c. *This Contest is void where prohibited or restricted by law.*

# EXHIBIT B

## FOR DREAMS RESORTS AND SPAS PRIZE PACKAGE RECIPIENT

### THE PRIZE

- (1) **One (1) prize consisting of a four-day/three-night all-inclusive stay for two (2) persons** to any of the Dreams Resorts, with locations in Mexico and the Caribbean with **round-trip coach airfare for two (2) persons.**

Estimated Retail Value Accommodations = **\$3,500**

Airfare Allotment = **\$1000**

Estimated Total Retail Value of accommodations and round-trip coach airfare for two adults = **\$4,500 (“Prize Package”)**

- (2) The Prize Package includes:

- (i) Accommodations are valid for the lead-in room category and may vary based upon resort selection. Accommodations are valid for one room, double occupancy and include all meals and alcoholic and non-alcoholic beverages that are available as part of the standard all-inclusive package. Additional room charges, spa services, telephone calls, incidentals and all additional expenses are not included. Giveaway is only valid for Dreams Resorts based in Mexico, the Caribbean. The giveaway is not applicable to any resorts outside of these regions.
- (ii) A \$1,000 stipend to be used towards airfare toward the stay for 2 adults provided by Dreams Resorts & Spas. The stipend will be issued in the form of a gift card. The winner will be responsible for any flight costs, baggage fees, penalties, etc. levied by the airline prior, day of, or after the flight, above the \$1,000 provide. Winner is responsible for booking their own airfare on any airline of their choice. No additional funds will be awarded to the winner should the airfare for two exceed the \$1,000 allotment stipend.
- (iii) **“Exclusions”** – Any offerings outside of the standard all-inclusive package. Airport transportation is not included.

- (3) **NOTE:** The accommodations portion of the Prize Package is subject to availability and selected blackout dates. This section serves as notice to the prize winner(s) that reservations will not be confirmed until 90 days prior to the selected travel date.
- (4) **NOTE:** This section serves as notice to the prize winner(s) that airfare stipend will be issued in the form of a gift card.
- (5) The Prize Package must be redeemed for travel within one year from March 31, 2023–April 1, 2024, and is not transferable or redeemable for cash. *No extension will be given after the Prize Package has expired. If the Prize Package is not redeemed, the Prize Package will be forfeited.*
- (6) **Substitution of Resort:** AMResorts LP reserves the right to substitute the designated resort for another resort in the resort’s chain in a similar category or to substitute air carriers (*where applicable*) and to change dates without prior notice should circumstances so require. The terms and conditions agreed to shall apply with equal applicability to any resort which is the subject of substitution or deviation. AMResorts LP shall not be held liable for any claim made whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.
- (7) The prize winner(s), his/her heirs, executors, administrators, and assigns, hereby waive, and release any and all rights, claims, and causes of action whatsoever he/she may have against AMResorts LP, the Dreams Resort chosen and Apple Vacations and its affiliates. now or in the future arising out of his/her participation in the Promotion and/or acceptance and utilization of the AMResorts and Apple Vacations Prize Package that he/she has won, or the exercise of any rights granted herein.

The following additional provisions should be brought to the attention of the prizewinner(s):

**COVID-19:**

A respiratory virus, called Covid19, has been identified as the cause of an outbreak of respiratory illness that began in December 2019 in the city of Wuhan, Hubei Province, China. Additional cases have been identified in other countries. The prize winner can find updated information on the [Center for Disease Control’s](#) website. The health and safety of resort guests is a priority. Prior to entering the designated Resort, all guests will be administered a no-touch thermal scan to screen for fever. Anyone with any fever ( $\geq 38\text{ C}^\circ/100.4\text{ F}^\circ$ ) will not be allowed to enter the Resort. There is a risk in entry regardless of temperature checks, and all guests enter at their own risk and shall be advised as follows: *If you experience any symptoms of any illness while at the resort, please stay in your room and contact the Medical Center. Consultation charges will be waived. If you develop symptoms after leaving the resort, see a doctor right away and advise the resort.* All guests shall further have to acknowledge and agree that they are fully aware of the contagious nature and effects of COVID-19 and voluntarily assume that risk and responsibility and further agree that they will release, indemnify and hold harmless AMResorts LP and Apple Vacations, and their respective parent corporations, affiliates, subsidiaries insurers, directors, officers, employees, successors, assigns, agents and representatives, against any claims and/or damages whatsoever, including legal fees relating to any infection, transmission, health condition influenced or otherwise impacted or complication by COVID-19.

**Travel Safety Warning**

Due to the fact that travel and tourism are constantly in a state of flux, the prize winner shall consult the U.S. State Department's website at [travel.state.gov](https://travel.state.gov) and enter the name of the country(ies) that they plan to visit for the latest information concerning traveler safety, security, and health advisories.

All guests are responsible for checking the travel and entry protocols for the destination that they are travelling to before they depart and ensuring that they fully understand and comply with any such protocols. Please visit the [travel.gov](https://travel.gov) website before travel and check the official Government website for the country you are visiting. No party shall not be responsible for any additional costs incurred for any required test or any other pre-travel requirements.

**On-Resort Testing (“Subject to change or removal without notice”)**

AMResorts® is offering COVID-19 testing to all registered guests for a fee. The cost of testing varies based upon resort and destination and can be found [here](#). Tests will be conducted by certified medical professionals with guests' convenience top of mind.

**CleanComplete Verification and Travel Protection (“Subject to change or removal without notice”)**

Inclusive Collection, part of World of Hyatt offers a premium level of health and wellness with *CleanComplete Verification*™ program, 360-Degree Safety and Hygiene Protocols. The program includes Additional information on the program and inclusions can be found, [here](#). For guests traveling to any country with COVID-19 testing regulations in effect to enter the country after international travel, Inclusive Collection, part of World of Hyatt has extended the *CleanComplete+* program to include quarantine support.

If a guest receives a positive test while on property that prevents departure, the cost of quarantine at the property will be offered for up to 5 days after the original departure date at a discounted rate.

Services like meals, minibar stocking, clean linens, bathroom amenities, etc. will be delivered to the room door. Room entry by resort staff is prohibited and quarantine rooms will be cleaned according to Inclusive Collection, part of World of Hyatt *CleanComplete Verification*™ program. Whether guests will remain in their originally assigned room will be determined by resort staff. In every case, the identify of anyone impacted by COVID-19 will be protected and not shared publicly.

In addition to *CleanComplete Verification*™, guests have the option to purchase Travel Protection Plan powered by Trip Mate at the time of certificate redemption for a minimal cost. The plan offers guests expanded benefits during their resort stay which can be found [here](#).

**Disclaimer + Guest Policy**

*Please note that policies and practices are subject to change and may vary based on alignment with relevant in-country government or health authority requirements. All guests travel and stay at the resort at their own risk. Guests are required to follow Check-In protocol and requirements, if they do not do so, they will not be allowed to Check-In and will be escorted from the resort. All expenses associated with transport to off-site medical facilities, treatment and testing at those facilities are borne by the guest. Guests will not incur costs for examination by an in-house*

*doctor. If further information is desired or helpful, please visit the CDC website (CDC.gov) and the website for your destination. In every case, the identity of anyone impacted by COVID-19 will be protected and not shared publicly.*

**Compliance with Government Entities:** AMResorts LP, ALG Vacations Corp. , its affiliates, and parent as well as Dreams Resorts and/or resort related entities shall have the right to comply with any and all orders, recommendations, or directions whatsoever given by any government entity or by persons purporting to act with such authority, and such compliance shall not be deemed a breach of the Agreement or any agreement entitling the guests to assert any claim for liability, compensation or refund.