

# **KJOY 98.3's TRIP GIVEAWAY TO Sandals Royal Curacao**

## **OFFICIAL CONTEST RULES**

**KJOY 98.3 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 promotional contest (the "Contest") from on or about September 5, 2023 at 12:00 am EDT until on or about September 29, 2023 at 11:59pm EDT (the "Promotion Dates"). Grand Prize winner will be announced on or about October 1, 2023.***

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

- a. *Potential qualifiers will listen to WKJY-FM (KJOY 98.3) during the "contest" promotional period and listen for the song of the day announcement around 7:30 AM EST every weekday throughout the contest period.***
- b. *When the song mentioned in that specific day's announcement plays in its entirety on that particular day, that is the prompt to call 631-955-WKJY (9559). One selected caller for each Song of the Day announcement event will be qualified to win the grand prize.***
- c. *KJOY 98.3 judges will choose a contestant by random draw from all eligible qualifiers. The contestant 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.***

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

***All prizes must be accepted as awarded. 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 of our travel partner agency. Prize description as well as restrictions, blackout dates and expiration dates are below in "Exhibit B". Additional restrictions may apply.***

### **4. 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 Queens, Nassau and Suffolk Counties and who are age 18 or older. All employees, agents and interns of CONNCOS, 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.*

#### **5. 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.*

**6. 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).*

**7. 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

## Sandals Resorts - Terms & Conditions 2023

Promotion: Sandals Royal Curacao

### FOR SANDALS PRIZE PACKAGE RECIPIENT

#### PRIZE DETAILS

1. **Sandals Prizing Package consists of a four-day/three-night Luxury Included® Vacation for two (2) adults** to any one of the Sandals Resorts listed below, (*recipient's choice*) ("**Sandals Resorts Accommodations**") and **round-trip coach airfare tickets for two (2) adults through American Airlines to the destination ("Airfare")** (Sandals Accommodations and Airfare collectively, the "**Sandals Prize Package**").

#### 1.1 **Sandals Resorts include:**

Sandals Montego Bay	- Montego Bay, Jamaica
Sandals Royal Caribbean Resort & Private Island	- Montego Bay, Jamaica
Sandals Negril Beach Resort & Spa	- Negril, Jamaica
Sandals Ochi Beach Resort	- Ocho Rios, Jamaica
Sandals Royal Plantation, Ocho Rios, Jamaica	- Ocho Rios, Jamaica
Sandals Dunn's River, Ocho Rios, Jamaica (May 2023)	- Ocho Rios, Jamaica
Sandals South Coast	- Westmoreland, Jamaica
Sandals Royal Bahamian Spa Resort & Offshore Island	- Nassau, Bahamas
Sandals Royal Curacao Golf, Tennis & Spa Resort	- *Exuma, Bahamas
Sandals Royal Curacao	- Santa Barbara, Curacao

#### 1.2 Average Retail Value:

- (i) Sandals Resorts Accommodations = **US\$2,700; and.**
- (ii) Airfare for two (2) adults= **US\$1,600 (capped at \$800 per person).**

**Total Average Retail Value Sandals Prize Package = US\$4,300.00.**

- 1.3 The Sandals Prize Package is subject to availability and certain blackout dates including but not limited to all major US holidays.
2. The Sandals Prize Package will be issued in the form of a prize certificate (the "**Prize Certificate**") outlining the terms and conditions of the Sandals Resorts Prize Package and redemption procedures.

3. Sandals Resorts is a Luxury Included® romantic, adults-only resort destination exclusively for couples only. The Sandals Prize Package recipient and travel companion must be 18 years of age or older.
4. The Sandals Prize Package must be redeemed for travel within **one (1) year from** the Prize Certificate is issued ("**Sandals Prize Package Redemption Period**") and is not transferable or redeemable for cash. *No extension will be given after the Sandals Prize Package has expired. If the Sandals Prize Package is not redeemed, the Sandals Prize Package will be forfeited.*
5. The Sandals Prize Package includes:
  - (i) Luxurious accommodations: one (1) room double occupancy, king size bed in a deluxe category room, all meals, unlimited premium brand liquors, daily & nightly entertainment, an array of land and water sports activities, including daily scuba diving (for certified divers), snorkeling, Wi-Fi in all rooms and public areas, resort taxes, resort gratuities, and Sandals Resorts transfers to and from the resort's designated airport.
  - (ii) **Flights:** Round-trip coach airfare for two (2) adults **valid to/from the nearest major U.S. gateway of the prize winner to the selected or designated resort's airport. The tickets are valid for the Sandals Prize Package Redemption Period** (the "**Redemption Period**"). Flights will be on mutually approved dates. Winner and travel companion must travel on the same itinerary, originating from the same airport. Flights and airlines are subject to change and availability. **Restrictions and blackout dates are 14 days before and after any major U.S. Holiday.**
6. "**Exclusions**" – car rental, personal charges, incidentals, telephone calls, Premium Wi-Fi, Red Lane® Spa treatments and services, specialty dining, tours & excursions, inter-island transportation, SCUBA certification courses, room services, meals outside of the selected and/or designated resort, island departure taxes, purchases made at the Sandals Specialty or Gift Shops, baggage fees and customs duties **are not included.**
7. The Sandals Prize Package must be redeemed for travel during the **Sandals Prize Package Redemption Period** and is not transferable or redeemable for cash. No extension will be given after the Redemption Period has expired. If the Prize is not redeemed, the Prize will be forfeited.
8. Reservations will not be confirmed until 30 days prior to the selected travel date.
9. Any federal, state and/or local taxes applicable to the Prize will be the prize winner's responsibility to pay. The prizewinner will receive from the station or its designee an IRS Form 1099 (or similar) in the amount of the Sandals Prize Package.
10. **SUBSTITUTION OF RESORT.** 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.

11. **COMPLIANCE WITH GOVERNMENT ENTITIES.** Unique Travel Corp, the Sandals Prize Package Provider, its affiliates, and parent as well as Sandals Resorts and/or Sandals Resorts 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 receipt of the Prize Package or any agreement entitling the prize winner to assert any claim for liability, compensation or refund.
12. **COVID-19:** A respiratory virus, called Covid19 and its variants have been identified as the cause of an outbreak of respiratory illness and cases have been identified in other countries and the Caribbean. Updated information may be available on the Centers for Disease Control's website. The health and safety of resort guests is a priority. Prior to entering the designated resort, all guests may be administered a no-touch thermal scan to screen for fever. Anyone with any fever ( $\geq 38\text{ C}^\circ/100.4\text{ F}^\circ$ ) may not be allowed to enter the resort until they are assessed by a nurse or doctor. The medical professional may recommend that a COVID-19 test be administered. With a positive test result the guests remains isolated in their room until the release criteria of the specific jurisdiction is satisfied. If negative the guests will be free to enter and enjoy the resort. The RESORTS reserve the right to implement other health, safety and COVID-19 protocols in its sole discretion. 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 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 Unique Travel Corp, the designated resort and Sandals Resorts International Limited, and their respective parent companies, 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.
13. **CLASS ACTION WAIVER:** ACCEPTANCE OF THE SANDALS PRIZE PACKAGE PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES GUEST FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER AS A RESULT OF THESE TERMS AND CONDITIONS. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST UNIQUE TRAVEL CORP WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF GUEST'S CLAIM IS SUBJECT TO LEGAL PROCEEDING UNDER FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE UNIQUE TRAVEL CORP. - TERMS AND CONDITIONS AVAILABLE HERE <https://www.sandals.com/terms-conditions/>, THE GUEST FURTHER AGREES AND ACKNOWLEDGES THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE PROCEEDING OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-

SEVERABLE FROM THE AGREEMENT TO ANY CLAIMS HEREIN. THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE FORUM SELECTION AND CHOICE OF LAW PROVISION SET FORTH IN THE UNIQUE TRAVEL CORP. – TERMS AND CONDITIONS. GUEST AGREES THAT THE PARTIES REFERENCED IN FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE UNIQUE TRAVEL CORP. – TERMS AND CONDITIONS THAT MAY BE THE SUBJECT OF ANY CLAIM BY GUEST CAN RECEIVE IMMEDIATE JUDICIAL ASSISTANCE TO ENFORCE THIS CLASS ACTION WAIVER.

14. **Travel Safety Warning**

- (i) Due to the fact that travel and tourism are constantly in a state of flux, prizewinner is advised to consult the U.S. State Department’s website at <[travel.gov](https://travel.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.
  
- (ii) 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. For example, some destinations, may require guests to be fully vaccinated and/or to obtain a negative PCR Covid-19 test a certain number of days pre and post travel. All guests are advised to visit the [travel.gov](https://travel.gov) website before travel and to check the official Government website for the country they are visiting. Unique Travel Corp and Sandals Resorts shall not be responsible for any additional costs incurred for any required test or any other pre-travel requirements.