## Delilah's Hawaii Flyaway Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

Sweepstakes Name: Delilah's Hawaii Flyaway Sweepstakes (the "Sweepstakes")

This Sweepstakes is sponsored and administered solely by Premiere Networks, Inc. (the "Sponsor"), 15260 Ventura Blvd., Sherman Oaks, CA 91403. Any questions, comments, or complaints regarding the Sweepstakes must be directed to the Sponsor.

1. <u>ELIGIBILITY</u>: The Sweepstakes is open only to individuals who are legal residents of the forty-nine (49) United States or the District of Columbia (excluding Alaska), who are twenty-one (21) years of age or older at the date of entry (the "Entrant").

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void in Alaska, outside of the United States, and where prohibited or restricted by law.

Entrants must be participating on their own behalf and not on behalf of any employer or third party. Employees, contractors, officers, and directors of Premiere Networks, Inc. (a subsidiary owned and operated by iHeartMedia + Entertainment, Inc.), Delilah show (the "Radio Show"), Cirque du Soleil Entertainment Group (the "Prize Provider"), iHeartMedia + Entertainment, Inc., any affiliated promotional partners, any third party prize provider(s) and/or prize fulfillment service, each radio station contracted to broadcast the Radio Show, each of the foregoing's respective affiliates, parent companies, subsidiaries, divisions, suppliers, distributors, officers, directors, and each of their employees, talent, artists, volunteers, shareholders, contractors, agents, and advertising, promotional, and judging agencies (collectively, the "Sweepstakes Entities"), as well as members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win a prize.

Eligibility Frequency Limits: Individuals who have won a prize (or whose household has won a prize) from the Radio Show within one hundred eighty (180) days prior to the start date of this Sweepstakes are not eligible to enter or win. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household" members shall mean people who share the same residence at least three (3) months a year.

**2. ENTRY PERIOD**: The Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET") on February 24, 2025 and ends at 11:59:59 p.m. ET on March 2, 2025 (the "Sweepstakes End Date") (collectively, the "Entry Period").

Entry Limit: One (1) entry per person/household per day during the Entry Period. For purposes of this Sweepstakes, a "Day" shall be defined as each calendar day, beginning at 12:00:00 a.m. ET and ending at 11:59:59 p.m. ET on that same day.

3. <u>HOW TO ENTER</u>: During the Entry Period, visit <a href="http://www.Delilah.com">http://www.Delilah.com</a> and click on the entry form. Then, complete and submit the entry form with all requested information (including your name, email address, phone number, date of birth, and/or any other information requested by the Sponsor) to receive one (1) entry into the Sweepstakes. Entries must contain all information requested to be valid.

## **Bonus Entries**:

Upon completion of entry into the Sweepstakes, Entrants may also click on the bonus entry button(s) (the "Action"). Note that this Action MUST be done through the bonus entry button on the online entry form. If this Action is taken through any other means, you will not receive a bonus entry for that Action.

- i. Instagram Follow: Each Entrant may click on the Instagram Follow button to "FOLLOW" the Radio Show on Instagram and each will receive one (1) bonus entry. Limit: You may take this Action one (1) time during the Entry Period. Multiple Entrants are not permitted to use the same email address.
- ii. X/Twitter Follow: Each Entrant may click on the X/Twitter Follow button to "FOLLOW" the Radio Show on X/Twitter and each will receive one (1) bonus entry. Limit: You may take this Action one (1) time during the Entry Period. Multiple Entrants are not permitted to use the same email address.
- iii. Facebook "Like" (Optional): Click on the Social Media button to like the Radio Show on Facebook ("liking" us on Facebook will NOT gain a bonus entry).

## This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram, X/Twitter, or Facebook.

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Multiple Entrants are not permitted to share the same email address. Should multiple users of the same email account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said email account or mobile phone account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned an email address or mobile phone number by an Internet access provider, online service provider, telephone service provider or other organization which is responsible for assigning email addresses, phone numbers or the domain associated with the submitted email address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Sweepstakes Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Sweepstakes that participation may be required to be considered eligible.

- **4.** <u>WINNER SELECTION/ODDS</u>: On or about two (2) business days after the Sweepstakes End Date, the Sponsor will randomly select the potential winner(s) from among all eligible entries collectively received during the Entry Period. The odds of winning the prize depend on the number of eligible entries received.
- **SECURITY SETTION** SET IN SECURITY OF AND VERIFICATION: Potential winner(s) is subject to verification, including verification of eligibility. Potential winner(s) will be notified within one (1) business day after the Sweepstakes drawing. Potential winner(s) will be notified via email, and/or phone call, at the email address and/or mobile phone number provided at the time of entry. Potential winner(s): (a) must respond to the notification within one (1) calendar day of notification (the "Notification Response Time"); (b) may be required to present a state authorized identification prior to being awarded the prize and/or sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions; and (c) may also be required to sign and return an affidavit of eligibility and any other form(s) necessary to verify eligibility and claim prize, along with any other required release(s) within five (5) calendar days (unless otherwise stated herein or at the time of notification).

The Sweepstakes Entities are not responsible for suspended or discontinued wireless or online service or for any change of Entrant's email address, mailing address, and/or telephone number which may result in potential winner not receiving a prize notification. If (a) an attempted notification or prize is returned as undeliverable; (b) a potential winner cannot be contacted, fails to respond to the notification or does not accept the prize within the Notification Response Time; (c) a potential winner fails to provide signed affidavits or releases or any other required forms within the stated time period(s); (d) a potential winner fails to present a proper identification at the time of claiming a prize or fails to collect or properly claim any prize in accordance with these Official Rules; (e) a potential winner declines the prize; (f) a potential winner cannot be verified or is deemed ineligible; (g) a potential winner is disqualified for any reason; (h) a potential winner is not available to participate in any applicable Sweepstakes event(s) that participation may be required to be considered eligible; or (i) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Any alternate winner(s) will be randomly selected from among all remaining eligible entries, as determined by Sponsor, in its sole discretion. If any alternate(s) similarly fails to properly claim the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be deemed unclaimed and Sponsor shall have no further liability, in connection with this Sweepstakes, to award unclaimed prizes.

If eligible Entrants include minors, prize may be awarded to Entrant's parent or legal guardian and Entrant's parent or legal guardian may be required to sign a release on behalf of the minor to be eligible to receive a prize.

The potential winner(s) may collectively be referred to herein as "Winner" or "Winner(s)".

- **6. PRIZE(S)**: ONE (1) GRAND PRIZE: One (1) Winner will receive a four (4) day/three (3) night trip for Winner and (1) eligible guest (together, the "Attendees") to Oahu, Hawaii to attend 'Auana at the OUTRIGGER Theater at the OUTRIGGER Waikiki Beachcomber Hotel (the "Event") (collectively, the "Trip") (Approximate Retail Value ("ARV"): \$4,860.00). The Trip includes:
  - Round trip coach air transportation for the Attendees from the major airport nearest the Winner's residence to the major airport nearest Oahu, HI (as determined by the Prize Provider in its sole discretion);
  - Three (3) consecutive nights standard hotel accommodations at the OUTRIGGER Waikiki Beachcomber Hotel (single room/double occupancy/room and tax only);
  - A complimentary daily resort charge during the Attendees' stay will be applied to the reservation;
  - Two (2) premium tickets for the Attendees to the Event on a Wednesday through Sunday at 5:30 p.m. or 8:30 p.m. and within Golden Circle and/or Category 1 and/or Category 2 (seating as determined by the Prize Provider in its sole discretion);

- One (1) two hundred dollar (\$200.00) transportation gift card (the "Promotional Card");
- One (1) 'Auana VIP Experience for the Attendees (as determined by the Prize Provider in its sole discretion) which may include:
  - o A 90-minute reception starting at 7 p.m. Wednesday through Sunday, offering unlimited access to cuisine from Maui Brewing Company Waikiki and a selection of beer, wine, seltzers, and craft cocktails;
  - o The opportunity to interact with some of the artists, based on availability, and to enjoy exclusive video content.

The total ARV of all prize(s) is \$4,860.00. Prize(s) provided by Prize Provider.

7. PRIZE CONDITIONS: Limit one (1) prize per person/household. No more than the advertised number of prizes shall be awarded. Prize(s) is subject to certain terms and conditions and restrictions may apply, as specified herein or as stated within the prize notification. Any difference between stated ARV and actual value of prize will not be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. The prize(s) may be fulfilled by a third party. The prize will only be awarded if properly claimed according to these Official Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are solely the responsibility of Winner(s).

## ADDITIONAL PRIZE CONDITIONS, AS APPLICABLE:

A Promotional Card shall collectively include any pre-funded bank card, gift card, electronic gift card, stored-value card or certificate, store card, merchant card, voucher for services or goods, gift certificate or similar instrument, and other redeemable instruments with value credit or the like that may be awarded. Any Promotional Card is subject to terms, conditions and restrictions as set by issuer. Any Promotional Card is subject to the terms of use, applicable conditions and restrictions, including any expiration dates, publicized by issuer of card. A Promotional Card is not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the Promotional Card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the Promotional Card. The Promotional Card cannot be redeemed for the purchase of other Promotional Cards. Except as required by law, the Promotional Card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any Promotional Card is lost, stolen, destroyed or used without permission. If the Promotional Card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.

Winner must book the Trip with the Prize Provider within sixty (60) days of receipt of the prize certificate(s) (each, a "Certificate"). Travel must take place by December 19, 2025 and is based on availability, travel restrictions, and blackout dates, including blackout dates of July 1-5, 2025. Any other dates are not valid. Any hotel cancellation must be received a minimum of three (3) days prior to scheduled arrival date and hotel Certificate will be void if Winner fails to check in on scheduled arrival date. If a Winner is unavailable for travel by the designated date, the Winner will be disqualified and the Sponsor reserves the right to select another Winner in its sole discretion and if time permits. Exact travel dates and arrangements may be subject to availability whether specified or not. A minor guest must be accompanied by a parent or legal guardian. Minor guests must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay, and all prize-related events) by minor guest's parent or legal guardian. Winner must use all prize components in a single visit. Winner may not substitute prize components. Winner or Winner's guest must present a major credit card at check-in to guarantee any hotel charges not included in the prize. Hotel Certificate must be presented at check-in. Actual value of the prize may depend on city of departure, travel dates, and other factors. Any difference between the estimated value of the prize and the actual value will not be awarded to a Winner. If actual value of the prize is less than the stated ARV, or the Winner and/or, if applicable, his/her guest(s) forfeit, do not use, or are determined ineligible for any portion of the prize, the Winner will not receive the difference between the actual and ARV, and such difference will be forfeited. Attendees must travel out of the same airport and on the same itinerary. Guest(s) must sign and return a travel release before any ticketing of travel occurs. Attendees are responsible for all necessary travel authorizations such as passports, visas, and/or government identification and for any travel insurance. Selection of airline and hotel are solely within Sweepstakes Entities' discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Prize fulfillment may be coordinated with Winner(s) by a third party prize fulfillment service on behalf of Sponsor and/or Sweepstakes Entities. Meals and beverages, where applicable, liquor, resort fees, incidentals, gratuities, phone calls, luggage fees, travel insurance, seating upgrades, airport and travel taxes, ground transportation before, during, and after the trip, and any and all other travel-related expenses not specifically mentioned herein are the sole responsibility of Attendees. Food, liquor, tips, resort fees, and any other hotel charges must be paid in cash or by approved credit card at time of check-out. Where applicable, if, in the judgment of the Sweepstakes Entities, air travel is not required due to Winner's proximity to the prize destination, ground transportation will be substituted for roundtrip air travel at the Sweepstakes Entities' sole and absolute discretion. The difference in value will not be awarded to the Winner. If, for any reason, any part of the trip package is cancelled or shall become unavailable, postponed, or canceled, the Sweepstakes Entities shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. If concerts or other ticketed events have been awarded as part of this prize package and the concert or event is postponed, rained out, canceled, or for other reasons beyond our control does not occur, the Sweepstakes Entities will not be responsible for replacing that portion of the prize. Additional prize award details and travel information to be provided to the winner at

the time of notification. Winner and guest(s) will be required to complete and return the applicable forms and releases. Winner must sign a prize acceptance form, provide the information for their guest(s), a W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted) signed by both the Winner and guest(s). Attendees are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sweepstakes Entities have not and will not obtain or provide travel insurance or any other form of insurance. The Sweepstakes Entities is not responsible for late, lost, damaged or stolen luggage. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by Sponsor or its designee. The Sweepstakes Entities are not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Sweepstakes Entities is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the Winner, and are solely at the Winner's expense. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim any prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, Winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sponsor's prize partner(s), such as hotels, airlines, trains, ships, concert, or event venues etc. Attendees must comply with all applicable laws, and any rules and regulations established by the Sponsor's prize partner(s), if any; such as hotels, airlines, trains, ships, concert, or event venues etc. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNER(S) ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND SWEEPSTAKES ENTITIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

The Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. The Sponsor reserves the right to substitute any portion of these prizes, including travel dates and destination, for a prize of comparable or greater value. The Sponsor and Sweepstakes Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes. The prize(s) are awarded if properly claimed according to the Official Rules and if there are sufficient eligible Entries. The Sweepstakes Entities do not make, and are not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Winner(s). Lost, stolen, or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. No transfer, assignment, change of the prize, or cash substitution is permitted except at the sole discretion of the Sponsor. If a Winner cannot be contacted or is disqualified, the Sponsor reserves the right to determine an alternate Winner, in its sole discretion. The Sponsor will host a maximum of three (3) alternate Winner selections after which an applicable prize will remain un-awarded. Unclaimed prize(s) will not be awarded. Other conditions and restrictions may apply. All federal, state, and local taxes on the prize are the sole responsibility of the Winner(s).

COVID-19 Release and Waiver: Winner understands and agrees that travel will be dangerous due to the Coronavirus (COVID-19) epidemic/pandemic and assumes any and all risks of illness or injury in conjunction therewith. Winner acknowledges that, notwithstanding the safety precautions taken by air carrier, hotel property, stadiums or other venues, and other providers of travel-related services, it is possible that he/she may still contract Coronavirus (COVID-19). Additionally, Winner understands and agrees that, in response to economic and/or social conditions engendered by the Coronavirus (COVID-19), Sponsor and/or Sweepstakes Entities may be compelled to modify or postpone or cancel the Trip. In all cases, Winner releases and agrees to hold harmless Sponsor (as well as the other Released Parties) from any and all liability in conjunction therewith and, in no event, shall Sponsor, (as well as the other Released Parties) have any liability in excess of the above-indicated ARV of the Trip.

The Attendees must conduct themselves at all times in a socially responsible, respectful, and appropriate manner including following all private guidance from a venue operator and other prize suppliers as well as governmental mandates intended and designed to prevent contracting and/or spreading COVID-19/Coronavirus; which may include but are not limited to maintaining social distancing, maskwearing, testing, and may also include quarantine (if mandated).

NAMES, LOGOS, AND OTHER MATERIALS ARE USED FOR PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES, AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.

ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW,

RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

TAMPERING AND DELIVERY DISCLAIMER: The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating any person (and void such person's entries), who the Sponsor determines (in its sole discretion) is or is attempting to: (a) tamper with the Website and/or any part of the Sweepstakes; (b) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; or (c) intending to annoy, abuse, threaten or harass any other Entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (d) otherwise violate these Official Rules or the Terms of Use of the Website. ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the Entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties (as defined below) are not responsible for: (a) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, 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 Sweepstakes; (b) 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 the Sweepstakes; (c) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (d) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (e) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (f) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to (a) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a Entrant in the Sweepstakes and/or (b) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

- **PUBLICITY**: Except where prohibited, by accepting a prize, Winner(s) grant the Sweepstakes Entities permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each Winner's name may be included in a publicly available winners list.
- 10. <u>USE OF PERSONAL INFORMATION</u>: The Sponsor will retain the Entrant's personal data for a reasonable period of time to enable it to send that Entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's privacy policy at <a href="https://www.iheart.com/content/privacy-and-cookie-notice/">https://www.iheart.com/content/privacy-and-cookie-notice/</a>. Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that Entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, Entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. Any available opt-in opportunities are not required to enter the Sweepstakes, and consent to opt-in will not improve your chances of winning.
- 11. <u>RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY</u>: By participating in the Sweepstakes, each Entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities and any applicable third-party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all

liability, loss or damage (including personal injury or death) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, Winner(s) hereby agrees: (a) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prize(s); and (b) where allowed by law, to sign a publicity release confirming consent to use the Winner's name/likeness as set forth in Section 8 prior to acceptance of the prize. The Released Parties are not responsible or liable to any Entrant or Winner, or any person claiming through such Entrant or Winner, for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to Winner.

- 12. TAXES: Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a Winner may be reported to the IRS as required by law. Each Winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each Winner must provide the Sponsor with valid identification and, as applicable, a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.
- CONDUCT AND DECISIONS: All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain Winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide Winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Radio Show's "discretion" and/or any exercise of discretion by the Sponsor or Radio Show shall mean in Sponsor's and/or Radio Show's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an Entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable material changes to the Official Rules will be broadcast on-air and available online at the Radio Show's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.
- 14. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.
- 15. <u>MISCELLANEOUS</u>: Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify Entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, Entrants agree (and agree to confirm in writing) that: (a) under no circumstances will Entrant be permitted to obtain costs, judgments, or awards for, and Entrant hereby knowingly and expressly waives

all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, Entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every Entrant. Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon Entrant's fulfillment of all requirements set forth herein.

- **COMPLIANCE WITH LAW AND GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 14 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of San Antonio.
- 17. <u>WINNERS LIST</u>: For the name(s) of the winner(s), send a stamped, self-addressed envelope to: Delilah's Hawaii Flyaway Sweepstakes, 15260 Ventura Blvd., 5<sup>th</sup> Floor, Sherman Oaks, CA 91403. Requests must be received within thirty (30) days after the conclusion of the Sweepstakes.