

**WMBX X102.3's Halloween X-cape to Universal Orlando Resort
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

OPEN TO LEGAL RESIDENTS OF FL ONLY, WHO ARE 18 years of age or older.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

1. **Eligibility:** The WMBX X102.3 Halloween X-cape to Universal Orlando Resort Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 years or and residents of Florida and who reside within 150 miles of Hubbard Radio West Palm Beach WMBX X102.3's studio located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, to be eligible to win. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio West Palm Beach, LLC through its radio station WMBX X102.3 (the "Sponsor"), Universal Studios Orlando ("Promotional Participant"), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor and Promotional Participant, the "Released Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Sweepstakes Period:** The Sweepstakes begins at 7:00:00 PM Eastern Time ("ET") on September 25, 2023, and ends at 9:20:00 PM ET on October 6, 2023 (the "Sweepstakes Period").
3. **How to Enter:** To enter, eligible listeners must listen to WMBX X102.3 during the Sweepstakes Period for the *Halloween X-cape to Universal Orlando* code to be announced on-air (each, a "Code Word") at or about 7:00 PM ET, 8:00 PM and 9:00 PM ET. Then, open the WMBX X102.3 stream player available online on the Station's website or through the Station's mobile app (collectively, the "App"), find the Prize Details page and compete and submit the App entry form by entering the correct Code Word. Please note: you must be registered as a rewards member through the Station's App to be eligible to enter. You will have until 9:20 PM ET that day to enter the correct Code Word through the App (as defined in Section 4 below). Only entries with the proper Code Word will be counted as a valid entry. Limit of one (1) entry per Code Word. All entries must be received **by 9:20 PM ET** on the day the Code Word is announced to be eligible for that day's random drawing.

Sponsor is not responsible for lost, late, delayed, incomplete entries, including misspelled Code Words.

4. **How the Winners Are Selected:** Then, on or about October 9, 2023, Sponsor will randomly select one (1) Grand Prize winner from among all eligible entries received during the Sweepstakes Period. Odds of becoming the Grand Prize winner will depend on the number of eligible entries received. Decisions of Sponsor are final and binding. The potential Grand Prize winner will be notified by Sponsor via email or telephone on or about the day of the random drawing ("Winner Notification"). Failure to respond to the Winner notification within **two (2) days** will be deemed forfeiture of a winner and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email message notifications that are undeliverable or not received, or voicemail messages not received.

5. **Prize and Approximate Retail Value (ARV) – One (1) Grand Prize –** One (1) Night Hotel accommodations for four (4) people (one standard room, quad occupancy) at Universal's Cabana Bay Beach Resort; and one (1) Overnight Hotel Self-Parking access for one vehicle during stay at Cabana Bay Beach Resort; and Four (4) Universal Orlando 2-Park 2-Day Park-to-Park admission tickets; and four (4) Halloween Horror Nights General Admission tickets, ARV: \$2,217.31. **Hotel check-in must occur on October 31, 2023, checking out November 1, 2023 or the prize will be forfeited. If Winner elects to partake in any or all portions of his/her Prize with fewer than the allotted number of Guests or no Guest, the Prize will be awarded to Winner and each participating Guest, and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation.** Credit card will be required upon check-in. If the tickets have not been used prior to October 31, 2023, the Grand Prize winner will forfeit his/her right to the prize.

Some restrictions may apply. All elements of the prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Travel dates are subject to Universal Orlando and Sponsor approval. Reservations are subject to availability. **Trip must be booked at least seven (7) days prior to intended departure date.** If Winner elects to partake in any or all portions of the Grand Prize with fewer than the allotted amount of guests or no guests, the Grand Prize will be awarded to winner and each participating guest and any remainder of the Grand Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Winner must be eighteen (18) years of age or older. **If the Grand Prize Winner is between the ages of eighteen (18) and twenty-one (21) years of age, he/she must be accompanied by an adult, who is at least twenty-one (21) years of age in order to check into the hotel.** Minor guests, if any, must be accompanied by a parent or legal guardian. Prizes are non-transferable and have no cash value. Any difference between stated FMV and final FMV of prize will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, air travel, insurance, meals, unspecified ground transportation, phone calls, baggage, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the prize and all such expenses are the sole responsibility of the winner. Hotel accommodations do not include meals, incidentals, tips, telephone calls, or any other personal expenses incurred during the trip, not specified here. Theme park tickets are valid during

normal operating hours only. Operating hours and availability of attractions and shows are subject to change without notice. Some special events may be separately ticketed. Universal Orlando reserves the right to change the name of all tickets. Unless otherwise indicated, all tickets specifically exclude admission to special or separately ticketed "hard ticket" entertainment events at any of the theme parks, hotels, or within any of the Universal CityWalk venues such as Hard Rock Live®.

Prize consists of only those items specifically listed as part of the prize. No cash or other substitution allowed by winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. All local, state, and federal taxes on the Prize are Winner's sole responsibility. The winner is responsible for applicable taxes and fees. The prize is non-assignable and non-transferable. Sponsor reserves the right, in its sole discretion, to substitute the prize for one of equal or greater value, for any reason. Prize consists of only those items specifically listed as part of the Prize. The winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize.

The Prize winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Prize winners will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize, and complete a W9 tax form. A 1099 form will be submitted to all appropriate taxing authorities, and by signing a Prize Release, the Prize winner accepts the Prize, and even if the Prize winner does not use the Prize, he/she will be responsible for the applicable taxes.

6. **Claiming the Prize: Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at WIRK New Country 103.1 located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **ten (10) business days** of the day he or she wins to verify that he/she is the qualified winner and may be required to sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification).
7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or

relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) 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; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize.

10. **Privacy Policies and Data Collection:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Sweepstakes.

11. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of State of Florida, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

12. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website until August 21, 2023. For a list of winners, please send a self-addressed stamped envelope, to be received no later than October 13, 2023, to: WMBX 102.3 Halloween Horror Night X-cape to Universal Orlando Resort Sweepstakes Winners List, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.

13. **Sponsor:** Hubbard Radio West Palm Beach, LLC and its Station WMBX 102.3, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.