

WFLM Halloween Horror Nights Sweepstakes OFFICIAL RULES

September 23rd, 2024

WFLM Halloween Horror Nights Sweepstakes

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. Eligibility. Subject to the additional restrictions below, the WFLM Halloween Horror Nights Sweepstakes (the “Sweepstakes”) is open to legal Florida residents who (i) are 18 years of age or older and the age of majority in their jurisdictions of residence at the time of entry; and (ii) are residing in Palm Beach County. Employees of JDD Radio, LLC d/b/a The Flame 104.7 (“Sponsor”), JDD Radio, LLC, Universal City Development Partners, Ltd. d/b/a Universal Orlando Resort, and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Sweepstakes or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Sweepstakes event.

Only one (1) prize winner may be selected from the same household every seven (7) days in connection with any sweepstakes or contest sponsored by Sponsor. If you or a member of your household has won a prize from Sponsor within the last seven (7) days, you will be ineligible to receive a prize.

3. How to Enter. The Sweepstakes will begin at 12:01 a.m. Eastern Standard Time (“EST”) on September 23, 2024, and end at 11:59 p.m. EST on October 11, 2024 (the “Sweepstakes Period”). Sponsor will be the official timekeeper for the Sweepstakes.

There are two (2) drawings during the Sweepstakes Period. Methods of entry for each are set forth below:

i. Cue to Call

Starting September 23, 2024, each weekday during the Sweepstakes Period, listen to the 104.7 The Flame radio broadcast (the “Show”) between 7:00 a.m. and 6:00 p.m. EST. During the Show, the DJ will announce your chance to call in to be the designated caller (“the Cue”).

When you hear the Cue, call 561-561-1047 (the “Sweepstakes Line”) to try to be the caller number designated in the Cue. Subject to verification of eligibility and compliance with these Official Rules, the designated caller number to call Sponsor’s Sweepstakes Line, as solely determined by Sponsor, will be designated a potential daily winner (each, a “Daily Winner”).

To become a Daily Winner: (a) you must be listening to the Show at the time the Cue is announced on the applicable weekday of the Sweepstakes Period; (b) you must be declared by Sponsor to be the designated number caller to Sponsor’s Sweepstakes Line; and (c) you must comply with all other terms and conditions of these Official Rules. Telephone calls will be taken by Sweepstakes operators in the order they are received, and the operators will count the number of calls received after each on-air Sweepstakes announcement to determine the designated caller. The determinations of Sponsor and Sweepstakes operators will be final and binding in all respects. A maximum of two (2) Daily Winners will be selected each weekday. A maximum total of twenty (15) Daily Winners will be selected during the Sweepstakes Period.

There is no limit on the number of times a person can call in to participate, provided that automatic telephone dialing equipment or other software or computer assisted dialing equipment is prohibited and will result in disqualification.

ii. *The Flame 104.7 Website*

To enter the Website/App Drawing via Sponsor’s website, you must complete the following steps:

- a. Visit the 104.7 Flame contest page at theflame1047.com (the “Website”) and click on the “Halloween Horror Nights Sweepstakes” link.
- b. Enter all the required information and follow all posted instructions and prompts to complete and submit your entry.

Limit: one (1) entry per person for the Website/App Drawing, regardless of method of entry. An entry received through the Sponsor’s Website or App, consistent with these Official Rules, will result in one (1) entry for the Website/App Drawing.

By participating in the Sweepstakes, you agree to be bound by Sponsor's Visitor Agreement and Privacy Policy (theflame1047.com/privacy-policy), which are hereby incorporated by reference.

Failure to complete any of the steps in this section may result in the disqualification of your attempted entry as determined in Sponsor's sole discretion. Sponsor is not responsible for any issue that may prevent a participant from being able to access the Newsletter or complete his/her entry.

Additional terms

Entry into the Sweepstakes via the Cue-to-Call method shall be deemed consent to record any telephone conversation between a potential winner and Sponsor. Listeners accessing Sponsor's radio station audio via IP connections like website-based streaming or mobile devices are welcome to enter. However, Sponsor cannot be responsible for delays in electronic transmission of station audio to IP devices. By entering the Sweepstakes, listeners acknowledge and agree to this specific provision of these Official Rules.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled or illegible entries will be disqualified.

In addition, Sponsor will not be responsible for loss of service to a Sweepstakes Line or for a participant's failure to reach a Sweepstakes Line due to malfunction of any network or system, congestion, any technical or human error, failures or malfunctions of any kind, including the congestion, overload, busy signals, or any other factor that may prevent an individual from completing his/her phone call. In the event of interruption of power or telephone service to Sponsor during call-in period of a Sweepstakes prior to accepting the correct caller, or a change in programming that results in Sponsor's inability to air call-in opportunity, Sponsor will not replay the affected call-in opportunity, and the number of prizes awarded in the Sweepstakes will be reduced accordingly. If the correct caller is ineligible or fails to comply with any term of condition of these Official Rules, that caller will be disqualified, and Sponsor will resume the call-in opportunity and declare the next caller a winner, pending verification of eligibility and compliance with these Official Rules.

In the event a caller gets disconnected for any reason before being declared a winner, Sponsor may resume the call-in opportunity affected and declare the next caller a winner, pending verification of eligibility and compliance with these Official Rules. Sponsor will not be responsible for dropped calls from mobile devices or land lines and dropped calls may result in a potential winner's disqualification and forfeiture of all interest in any prize.

Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

Any winning entrant must be the same person who originally sent the entry or dialed the phone to the radio station to participate in a Sweepstakes. No family members, friends, office associates, or any other person will be allowed to participate in a Sweepstakes on another person's behalf. An entrant must provide his or her own name as listed on his or her valid Florida driver's license or Florida state-issued ID (or other proof of Florida residency, such as a copy of a utility bill), subject to the Sweepstakes eligibility requirements. If a participant uses a false name on any ID submitted as proof of identification, he or she will be immediately disqualified from the Sweepstakes and be ineligible to win any prize.

Limit: One (1) prize per person and per household.

5. Prize Description.

Fifteen (15) Prize Packages will be awarded. Subject to verification of eligibility and compliance with these Official Rules, Winners (each, a "Winner") will receive:

- Two (2) Halloween Horror Nights General Admission tickets.
 - Tickets subject to additional terms and conditions of issuer.
- One (1) Universal Orlando Resort 1-Day General Parking Pass.
- Approximate Retail Value ("ARV"): \$277.98.

Prize must be used by November 3, 2024 or prize will be forfeited. All elements of the prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Prize Winner must be eighteen (18) years of age or older. Minor guests, if any, must be accompanied by a parent or legal guardian. **Please note that the Halloween Horror Nights event may be too intense for young children and is not recommended for children under the age of thirteen (13). No costumes or masks are allowed.** Prizes are non-transferable and have no cash value. Any difference between stated ARV and final ARV of prize will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, 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.

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®.

In connection with any visit to Universal Orlando Resort, please be advised that Universal’s policies, CDC guidelines, and the recommendations of health officials must be followed. In addition, guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any Universal destination. **Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Universal cannot guarantee that any person will not be exposed during a visit.**

All parts of the prize selected are subject to availability and blackout dates, and subject to change without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time this promotion occurs, render the redemption or fulfilment of some or all of the prize delayed, hindered, adversely affected, impracticable, or impossible, Universal in its sole and absolute discretion, reserves the right to evaluate and make modifications to the redemption and fulfilment processes and timelines for any prize or portion of the prize that Universal Orlando is responsible for, which may include but is not limited to providing additional time for redemption and/ or fulfilment. Should the prize become unavailable, experiences and items of a similar nature and value may be offered.

No refund or compensation will be paid in the event of the cancellation or delay of any portion of a Prize, or any portion thereof. Sponsor will not be liable if the Prize, or any portion of it, is cancelled or delayed. Sponsor may, in its sole discretion, attempt to reschedule for a future time. Tickets and reservations are subject to certain terms and conditions as specified by issuer. The terms and conditions of the tickets or reservations may govern if the pertinent portion of the Prize is cancelled due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for,

and will not replace, lost, mutilated, or stolen tickets, vouchers, wristbands, or certificates. Exact details shall be determined in the sole discretion of Sponsor.

Limit: One (1) prize per person and per household.

6. Winner Notification and Acceptance. Potential Daily Winners will be identified at the time they are determined to be the correct caller, as noted above. Potential Website/App Winners will be notified via phone or email on or about October 12th, 2024. Entry into the Sweepstakes shall be deemed consent to record any telephone conversation between a potential winner and Sponsor in the event the Sponsor notifies the winner by telephone.

In order to claim a prize, the potential qualifiers and winner must respond to Sponsor's notification within forty-eight (48) hours of notice or attempted notice.

Unless otherwise advised by Sponsor, to claim his/her prize, the potential winner must personally visit Sponsor's offices at 5 Harvard Circle, Suite 104, WPB, Florida 33409, within thirty (30) days after notification (office visits must be between the hours of 9:00 a.m. ET and 5:00 p.m. EST, weekdays) to claim prize and present a valid Florida government-issued photo ID. Failure to do so will result in forfeiture of the prize. Potential qualifiers and winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned five (5) business days of notification.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, the inability of winner and his/her guest to travel within the time period specified by Sponsor, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period. Sponsor will conduct up to three (3) alternate drawings, after which the prize will remain unawarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and

payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winner is solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. **Publicity.** BY ENTERING THE SWEEPSTAKES YOU AGREE THAT SPONSOR, JDD RADIO, LLC, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD. D/B/A UNIVERSAL ORLANDO RESORT, AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR BIOGRAPHICAL INFORMATION AND LIKENESS IN CONNECTION WITH THE SWEEPSTAKES OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO SUCH PARTY. BY ENTERING, YOU, GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.

8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Sweepstakes judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

9. Release. BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

10. Limitations of Liability. By PARTICIPATING IN the Sweepstakes, PARTICIPANTS acknowledge and agree that EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE, THE APP, AND THE prize(S), ARE provided “as is” and that Sponsor makes no representations or warranties OF ANY KIND, express or implied, about the Prize(S) and sponsor hereby DISCLAIMS all such warranties, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by PARTICIPANTS, printing OR PRODUCTION errors, or by any of the equipment or programming associated with or EMPLOYED 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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes, the processing of entries, or the notification of any winner; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from A PARTICIPANT’S participation in the Sweepstakes or receipt or use or misuse of any prize.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. Construction. 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 such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall

be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

12. **Prize Supplier.** Universal City Development Partners, Ltd. d/b/a Universal Orlando Resort (“Universal Orlando”) is a prize supplier only in this promotion, is not a sponsor of this promotion and is not responsible for the administration of the promotion, the collection of entries, or the selection of any winner. Any disputes, claims, and causes of action against Universal Orlando arising out of or relating to any person’s use of or participation in any prize provided by Universal Orlando shall be resolved by applying the laws of Florida, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in state or federal courts within Palm Beach County, Florida. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys’ fees.

13. **Sponsor.** The WFLM Halloween Horror Nights Sweepstakes is sponsored by JDD Radio, LLC d/b/a The Flame 104.7. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a list of winners (available after November 2024) or a copy of these Official Rules, visit theflame1047.com or send a self-addressed, stamped envelope to “Winners List/Official Rules” (as applicable), WFLM Halloween Horror Nights Sweepstakes, 5 Harvard Circle, Suite 104, West Palm Beach, FL 33409. If you have any questions regarding this Sweepstakes, please contact 561-561-1047.