

MAGIC 106.7's / "Sail Away Song of the Day" Contest Rules

How to Enter for a Chance to Win

Greater Boston Radio, Inc. d/b/a WMJX-FM is sponsoring MAGIC 106.7's "Sail Away Song of the Day" contest which will run from Monday, March 1, 2010 @ 8:00am – Thursday, March 18, 2010.

Beginning on Monday, March 1, 2010 and every weekday until Thursday, March 18, 2010 MAGIC 106.7 will announce the "Sail Away Song of the Day" at approximately 6:20am and 7:50am eastern time. When the song plays again that day, in its entirety before 9pm on MAGIC 106.7, Caller # 20 at 617-931-1067 will be qualified for a chance to win a 4 night *Disney Cruise Line*® vacation for up to (4) people.

Daily qualifiers will be entered into the Grand Prize Drawing each week for a chance to win a *Disney Cruise Line*® Resort vacation for (4) four. Weekly Grand Prize winners will be announced each Friday morning at 7:50am on the following dates: Friday, March 5, 2010; Friday, March 12, 2010; Friday, March 19, 2010. All qualifiers to date will be eligible for each of the weekly drawings.

NOTE: Only the specific Song of the Day, when played in its entirety from beginning to end, will be used to solicit contest calls. Snippets of songs played for advertising or promotional purposes and music beds that contain music from the Song of the Day WILL NOT count. Listeners should try to be the 20th caller at 617-931-1067 as soon as they hear the Song of the Day begin to play. (If a listener accidentally calls when a song snippet or music bed is played, s/he will simply be informed of the error.)

Members of the MAGIC Workforce will receive weekly e-mails giving them the titles of songs to listen for along with the times that they will play each day. To become a member of the MAGIC Workforce simply register at www.magic1067.com No purchase or entry fee necessary.

Online listeners to the MAGIC web stream may experience a reception delay of up to one minute. Listening to the station's over-the-air broadcast is the best way to participate in this contest.

Winner qualification is subject to FULL phone call completion, and the verification of the caller's name, address, home phone number, work/cell phone number and social security number, all of which must be provided prior to completion of the call. Contest calls will not be accepted at any other number.

Prizes

Three (3) Grand Prizes will be awarded, each a 4-night *Disney Cruise Line*® Vacation package (collectively, the "Packages") for four (4) persons which will consist of the following:

- a. Four (4) round trip coach air fares between the major United States gateway airport closest to winner's residence and the Orlando International Airport; provided, however, if winner resides within 200 miles of the Premises, air fare will not be provided to the winner, but instead winner will be provided round-trip ground transportation.
- b. Four (4) round trip ground transfers between the Orlando International Airport and the Premises; provided, however, if winner resides within 200 miles of the Premises, transfers will not be provided to the winner.
- c. One (1) Deluxe Oceanview stateroom (Category 9) on the Ship. Maximum occupancy four (4) people.
- d. All meals onboard the Ship.
- e. Government Taxes and Fees and fuel surcharges (as defined in the *Disney Cruise Line*® brochure).
- f. Onboard gratuities for stateroom host/hostess; dining room server, assistant server and head server.

NOTE: Items not included as part of the Packages which are the responsibility of each winner include:

- Shore excursions
- Travel insurance
- Room service
- Palo service charge
- Flounder's Reef Nursery charges

- Laundry service
- Spa treatments
- Alcoholic beverages
- Local and long distance telephone calls
- Ship to shore communications
- Merchandise and souvenirs
- Incidental expenses
- Additional tips and gratuities
- Income and other taxes
- Transportation between winner's home and U.S. gateway airport nearest to winner's home
- All other costs and expenses not otherwise mentioned herein.

Rules for each of the Packages include, but are not limited to:

- Each of the Packages must be booked at least 45 days prior to intended travel dates and must be taken prior to December 17, 2010.
- Each of the Packages is for the winning person and up to three (3) persons of the winner's choosing. Winners and their travel companions must travel together on the same itinerary.
- Minors under the age of 18 not traveling with a parent or legal guardian must be accompanied by an adult over the age of 21 in the same stateroom. The parent or legal guardian of any minor not traveling with a parent or legal guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the Packages. An appointment form will be included in the document package and must be signed by the parent or legal guardian prior to embarkation at the *Disney Cruise Line* terminal.
- Fulfillment for each of the Packages is subject to availability and certain other restrictions. Travel may not occur during blackout periods.
- Blockout dates for the Ship are as follows and are subject to change: 2/14/10, 3/14/10 – 4/4/10, 6/4/10 – 8/13/10 and 11/24/10. Must be taken by 12/22/10.
- The Packages may not be sold, traded, transferred, refunded or redeemed for cash value. The elements of the Packages may not be substituted and the Packages are non-commissionable.
- Winner and companions are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. It is the Guests' responsibility to check with their travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at www.travel.state.gov, or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. Guests of all ages are strongly encouraged to obtain passports.
- Disney, its parent, related, affiliated and subsidiary companies and their respective officers, directors agents, employees and assigns (collectively, the "Disney Entities") will be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the Promotion.

Special Notes:

- If any winner is unable to travel prior to December 23, 2010, such winner then forfeits his/her Package.
- The estimated retail value of each of the Packages for four (4) persons is \$4,011.92.

MAGIC 106.7 reserves the right, in its sole discretion, to substitute any prize with one of equal or greater value. Winners may not request prize substitution. Prizes must be claimed in person and used by the named winner.

Odds of being a daily qualifier depend on the number of people trying to call in and the vagaries of the phone system. Odds of a daily qualifier winning a weekly prize depend on the total number of qualifying winners as of the date of the weekly prize drawing, and will range from one in 5 to one in 13. Winners must claim their prizes in person at the MAGIC 106.7 offices within 30 days after the end of the contest. Prizes not claimed within the 30-day

period will be forfeited. Winners are responsible for all associated state taxes and federal taxes and airport fees, and any other expenses not specifically listed as included above.

Eligibility

All entrants must be at least 21 years old and legal residents of the United States residing in MAGIC's total survey area (as defined by Arbitron). A winner will be disqualified if he/she or a member of his/her household has won a MAGIC 106.7 contest with a value over \$25.00 within the previous 30 days or a prize valued at \$1,000.00 or more within the last year (365 days). Employees (including their immediate families and members of the same household) of Greater Boston Radio, Inc., its affiliates, promotional sponsors, prize providers, advertising and promotional agencies who do business with MAGIC, and other radio stations in the Boston metro survey area (as defined by Arbitron) are not eligible to participate in any contest presented by MAGIC 106.7. The term "immediate family" includes spouses, siblings, parents and legal guardians, children and legal wards, grandparents, and grandchildren, including "in-laws." One entry per person; multiple entries will disqualify the entrant. No purchase or other consideration is necessary to participate in a contest.

Release

By participating, all entrants agree to release and hold harmless the Disney Entities, MAGIC 106.7, Greater Boston Radio, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability and any injuries, loss or damage of any kind arising from or in connection with this contest and the redemption of any prize. Winners will be required to sign a form releasing MAGIC 106.7 and its affiliated companies and the Disney Entities from all liability in connection with the contest and the award and use of the prize before claiming the prize. Should any winner attempt to claim against the Disney Entities for personal injury, bodily injury, or property damage arising out of the redemption of any prize, such suit must be submitted to the venue and jurisdiction of the federal and state courts in Orange County, Florida and will be governed, construed, and enforced in accordance with the laws of the State of Florida.

Disclaimer

MAGIC 106.7 and the Disney Entities undertake no liability or responsibility, and make no warranties, express or implied, with respect to the performance of the prize(s) awarded, for any failure to perform or negligent performance of any service provider, or for any other risk, incident or damage, direct or indirect, relating to or arising out of the contest, including (but not limited to) cancellations, postponements, delays or other scheduling changes; missed events or connections or inability of winner to attend; and accident, injury, death, damage or expense arising from or occurring during the use or redemption of the prize, or travel to/from or attendance at any event relating to the contest, by the winner and/or winner's guest(s). MAGIC 106.7 and the Disney Entities are not responsible for damage to a prize or loss of a prize after the prize has been claimed. Winners must inspect their prizes before leaving the station. MAGIC 106.7 is not responsible for technical, hardware or software failure or malfunctions, lost or unavailable network or other telecommunications connections, or lost, late, damaged, illegible, inaccurate, incomplete, garbled, disconnected, or delayed contest entries or communications, whether caused by the sender or by any of the equipment or programming associated with or used in this contest, or by any human error which may occur in the execution of this contest. If, for any reason, the contest is not capable of being conducted as planned, including but not limited to infection by computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the control of Magic 106.7, MAGIC 106.7 reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest and/or determine an alternate method of awarding the prize(s).

License

Entry into this contest constitutes full permission for MAGIC 106.7, the Disney Entities, promotion sponsors and their respective affiliates to broadcast and/or to photograph or publish the participant's name, voice, recorded comments, biographical information, face and likeness without compensation.

Taxes

MAGIC 106.7 will report the total value of each prize to the IRS and will furnish winners with a federal Form 1099. Winners must provide their social security number to MAGIC 106.7 for tax reporting purposes, and are solely responsible for payment of all taxes incurred as a result of the award of a prize.

General

Failure to conform to all contest rules, or any fraud or other illegal or inappropriate conduct on the part of a contestant, will result in the contestant's disqualification and forfeiture of any prize won. MAGIC 106.7 reserves the right to rule ineligible listeners who, in MAGIC 106.7's sole judgment, engage in abusive conduct with respect to any contest or promotion conducted by MAGIC 106.7 or its affiliates. By taking part in this contest, participants agree to be bound by these rules and all decisions of the judges, who are employees of MAGIC 106.7 and whose decisions with respect to all aspects of the contest are final and binding. MAGIC 106.7 reserves the right to make changes in the contest rules at any time, which changes will become effective upon announcement. Copies of written contest rules and the list of winners are available during regular business hours at the MAGIC 106.7 Studio, 55 Morrissey Blvd, Boston, MA 02125 for 60 days after the contest concludes. Contest is void where prohibited by law. All federal, state and local laws and regulations apply.

Sponsor: Greater Boston Radio, Inc. d/b/a WMJX-FM/MAGIC 106.7, 55 Morrissey Blvd., Boston, MA 02125