

The following contest is intended for participants in the United States only and will be governed by United States laws. Do not proceed in this contest if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

2021 Sports Radio 104.3 The Fan's Listener Mock Draft

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Contest Administrator: KKFN, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111

1. HOW TO ENTER

- a. These rules govern the 2021 Sports Radio 104.3 The Fan Listener Mock Draft ("Contest"), which is being conducted by KKFN 104.3 The Fan ("Station"). The Contest begins on Friday, April 23, 2021 at 6:00AM Mountain Time (MT), and ends on Thursday, April 29, 2021 at 10:00PM MT ("Contest Dates"). Entrants may enter via online only.
- b. To enter the Contest, entrant may enter online beginning on Friday, April 23, 2021 at 12:00AM Mountain Time (MT), and ends April 29, 2021 at 6:00PM MT ("Entry Period") as follows:
- c. To participate in the Contest, visit www.denverfan.com and follow the links and instructions to enter the Contest and submit your first name and last name, complete address, city, state, zip code, telephone number, date of birth, valid email address and the player they think will be picked at each spot in the first round of the 2021 Professional Football Draft (as set forth below) in the online entry form. Only one (1) online entry per person is permitted. An entrant may use only one email address for purposes of entry in this Contest. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. Online entry webpage computer is the official time keeping device for the Contest. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems.

- i. **Making Picks:** Participants will be asked to type the player they think will be picked at each of the first thirty spots in the first round of the 2021 Professional Football Draft on April 29, 2021. Participants must include the full first and last name of each player. Picks must be submitted by 6:00pm MT on April 29, 2021.
 - ii. **Scoring:** For each pick selected correctly, 1 point will be awarded. If a participant selects Denver's first round pick correctly, they will be awarded 5 points. If Denver ends up having more than one first round pick, a participant will be awarded 5 points for each Denver selection picked correctly. The participant with the most accumulated points will be declared the winner. If there is a tie, the participant who selects Denver's first pick in the first round correctly will be declared the winner. If a tie still exists, all tied participants will be placed into a random drawing to determine the winner.
- d. The winner may be required to provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of Colorado, TWENTY-ONE (21) years of age or older, and who reside in one of the FIFTEEN (15) jurisdictions that makes up the listening areas of the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, El Paso, Elbert, Gilpin, Jefferson, Kiowa, Larimer, Park and Weld). Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. To claim a prize, the winner(s) must have internet access to provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number online.

- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.
- e. This Contest is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

3. PRIZE(S):

- a. **Grand Prize:** A full-sized football helmet autographed by John Elway. Total approximate retail value of Grand Prize: \$400.00.
- b. The Grand Prize Winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The Grand Prize is not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for credit at any time, nor will they be replaced if lost or stolen.
- c. There is no substitution, transfer or cash equivalent for prizes, except that the Station may, at its sole discretion, substitute prizes or cash of comparable value. The prize is expressly limited to the item(s) listed above and, unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION AND CLAIM

- a. Decisions of the Station management with respect to the Contest are final.
- b. All prizes will be awarded upon confirmation of eligibility.
- c. The Grand Prize will be determined at the conclusion of the first round of the 2021 professional football draft on April 29, 2021 based on the scoring method listed above.
- d. You need not listen or be present to win.
- e. Odds of winning a prize will depend upon the number of eligible entries received per method of entry described above in Section 1 of these Official Rules.
- f. Grand Prize Winner must execute and return any required affidavit of eligibility and/or liability/publicity release online within thirty (30) days of winning the Grand Prize, or Grand Prize will be forfeited. If a potential Grand Prize Winner cannot be contacted, fails to sign, and return the required affidavit of eligibility and/or liability/publicity release online within the required time period, or if a prize or prize notification is returned as undeliverable, the potential Grand Prize

Winner forfeits the prize, and another potential Grand Prize Winner will be randomly drawn. Unless otherwise permitted by the Station, Grand Prize Winner must claim his or her prize online, and a prize cannot be claimed by third parties on behalf of the Grand Prize Winner.

- g. Public health conditions do not permit Winner(s) to claim their prize(s) at the office of the Station. Therefore, the Station will coordinate with the Winner to confirm their identity remotely and to deliver the prize by mail or other means of delivery. Each Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win.

5. CONDITIONS

- a. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate multiple entries entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. Failure to comply with the rules of the Contest may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that an entrant has cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.
- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: www.denverfan.com, within twenty-four (24) hours of the change and

periodically thereafter. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- d. The Grand Prize Winner will be required to produce identification satisfactory to the Station. For example, Grand Prize Winner will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station online prior to receiving their prize. The Grand Prize Winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.
- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by

participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.

- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Greenwood Village, Colorado; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

6. PRIVACY

- a. By participating in the Contest, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at: www.denverfan.com. In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

7. COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(e), only one (1) entry per person. Any attempt by any one or more entrants to obtain more than one entry by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: www.denverfan.com, or by sending a request, along with a self-addressed stamped envelope, to the Station at 7800 East Orchard Road, #400, Greenwood Village, CO 80111.