

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.

BONNEVILLE DENVER ADVERTISING GIVEAWAY  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

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

1. HOW TO ENTER

- a. These rules govern the Bonneville Denver ("Contest"), which is being conducted by KKFN-FM, KYGO-FM, KOSI-FM and KEPN-AM ("Station"). The Contest begins on Monday, January 25, 2021 and ends on Monday, March 29, 2021 ("Contest Dates"). Entrants, as defined below, may enter on-air only.
- b. To participate in the Contest, visit [www.1043thefan.com/advertising](http://www.1043thefan.com/advertising), [www.kygo.com/advertising](http://www.kygo.com/advertising), or [www.kosi101.com/advertising](http://www.kosi101.com/advertising), between 12:00am MT on Monday, February 1, 2021 and 11:59pm MT on March 28, 2021 and follow the links and instructions to enter the Contest and submit your first name and last name, business name, zip code, telephone number, date of birth, gender and a valid email address. Entrant may use only one (1) email address for purposes of entry in this Contest. A qualifying business may only enter one (1) time. 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, and all multiple entries from the same email address shall be disqualified. 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.

- c. The Station is not responsible for telephone service outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent an individual from completing their telephone call.
- d. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in, or may be disadvantaged in participating in, the Contest. Entrants should not rely on streamed broadcasts and are encouraged to listen to the Station on-air versus online. The Station is not responsible for any disadvantages or losses that result from online streaming delays of any nature, nor is station otherwise responsible for any delays in online streaming.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to an officer, director or authorized representative of a qualifying for-profit organization as described below, who are legal U.S. residents of the State of Colorado, eighteen (18) years of age or older, and who reside in one of the eleven (11) jurisdictions that makes up the listening area in the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park and Elbert). Void where prohibited or restricted by law.
- b. Entrants must be an officer, director or authorized representative of a for-profit organization. Organization must be incorporated and have corporate domicile in one of the following counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park and Elbert. Non-profits and 501(c)s are not eligible for this Contest. Station reserves the right to request any verification documents prior to awarding any Prizes and may reject any documents in their sole discretion. Qualifying businesses must also meet the following criteria:
  - i. Annual revenue less than \$5 million in fiscal year 2020;
  - ii. Incorporated and active as a business for a minimum of two (2) years; and
  - iii. May not be a business that is a religious institution, in the adult entertainment industry, the gaming industry, a government entity, a school, a political affiliation, alcohol, tobacco or CBD-related or marijuana-related business.
- c. The following individuals are NOT eligible to enter Station contests at any time, including on behalf of an eligible organization, even if such individuals meet the age and residency requirements above: (i) 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; (ii) 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 (iii) 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.

- d. To claim a prize, the person who has won a prize (“Winner”) 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.
- e. 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.
- f. This Contest is subject to all applicable federal, state, and local laws and regulations. By participating and/or accepting prize(s), Entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

### 3. PRIZES

- a. One (1) Grand Prize will be awarded which consists of advertising inventory for an advertising campaign on select Bonneville International licensed station(s) in the Denver Metropolitan Area valued at no greater than seventeen thousand dollars (\$17,000). Approximate Retail Value of each Prize is \$17,000.
- b. The Prize will be awarded subject to Station advertising availability and inventory and must be used between June 1, 2021 and June 30, 2021; subject to change in Station’s sole discretion. The advertising will include the following:
  - 30 :30 commercials to air on KYGO-FM M-Su 6a-12a
  - 30 :30 commercials to air on KOSI-FM M-Su 6a-12a
  - 30 :30 commercials to air on KKFN-FM M-Su 6a-12a
  - 30 :30 commercials to air on KEPN-FM M-Su 6a-12a
  - 50,000-60,000 estimated Run of Site Banner Ad Impressions (split between stations based on availability)
  - 30,000 estimated Video Pre-Roll Impressions (split between KYGO-FM, KOSI-FM, and KKFN-FM based on availability)
  - One (1) Station Newsletter sent to station newsletter database from KYGO-FM, KOSI-FM, and KKFN-FM

- Two (2) Station Social Posts from KYGO-FM, KOSI-FM, and KKFN-FM (platform to be mutually agreed upon)
- c. The Winner is can provide the creative and design elements for the advertising campaign, or Bonneville Denver will build standard creative to fit specifications for assets listed above for the client at no additional charge. Station reserves the right to approve and edit any scripts, images, videos, etc. and may reject any content if it is deemed, at the sole discretion of the Station, to be unsuitable for public display or posting on the Station's website. The Winning business agrees that it will be contacted by a Station Account Executive for the purpose of developing, creating & executing the campaign. Winning businesses must have website actively monitored by Google Analytics prior to campaign launching and that they will grant Station "read-only" access in order to demonstrate the effectiveness of the campaign. Winners also agree to be contacted by the Contest sponsor.
- d. Any difference between stated value and actual value will not be awarded. The Winner(s) 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 prize consists only of the elements expressly set forth above; no other elements or expenses are included in the prize, and all such expenses are the sole responsibility of the Winner. Prizes are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. If a prize cannot be awarded or used or a prize-related event cannot take place as scheduled, for reasons outside the Station's control, including, but not limited to, promoter or performer actions, cancellation, preemption, postponement or unavailability due to the closure of a Contest Sponsor's location, if applicable, or weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any other reason beyond the control of the Station or Contest Sponsor, their sole responsibility to the Winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). Upon awarding the prize, the Station or Contest Sponsor will have no further obligation to the Winner(s).
- e. Prizes or prize certificates must be claimed as described at the time of winning. Prize or prize certificate must be claimed within two (2) weeks of winning. Failure to claim Prize by the specified time will result in forfeiture of the prize. It is the Winner's sole responsibility to claim the Prize or prize certificate within the timeline provided in these Official Rules.
- f. As indicated above, all sales, prizes and other taxes, gratuities and any other incidentals associated with the prize(s) are the sole responsibility of the Winner(s). As noted above, prizes are not transferable or exchangeable and

may not be substituted, except by the Station (or Contest Sponsor if applicable) for reasons of unavailability, in which case, a prize of equal value will be awarded. The Station or Contest Sponsor assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station and Contest Sponsor are final.

- g. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

#### 4. WINNER SELECTION, NOTIFICATION & CLAIMING PRIZE

- a. Decisions of the Station management and Contest Sponsor with respect to the Contest are final.
- b. The prizes will be awarded upon confirmation of eligibility online.
- c. One (1) Grand Prize Winner will be randomly selected from all combined eligible entries received on Monday, March 29, 2021, at 9:00 a.m. (MST) from all eligible entries received by that time. The Grand Prize Winner will be announced and contacted by telephone on Monday, March 29, 2021.
- d. Odds of qualifying for the grand prize depend upon the number of eligible entries received.
- e. Only one (1) Entrant can win one (1) of prize. Only one (1) Winner per household is permitted.
- f. Winners must execute and return any required affidavit of eligibility and/or liability/publicity release online within thirty (30) days of winning or prize will be forfeited. If a potential 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 Winner forfeits the prize and an alternate Winner will be selected. Unless otherwise permitted by the Station, Winner(s) must claim his or her prize online, and a prize cannot be claimed by third parties on behalf of the Winner.

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 computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all 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.1043thefan.com](http://www.1043thefan.com), [www.kygo.com](http://www.kygo.com), [www.kosi101.com](http://www.kosi101.com), within twenty-four (24) hours of the change and periodically thereafter. If a prize cannot be awarded or used or a prize-related event cannot take place as scheduled, for reasons beyond the control of the Station, including, but not limited to, promoter or performer actions, cancellation, preemption, postponement or unavailability due to the closure of a Contest Sponsor's location, if applicable, or weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any other reason beyond the control of the Station or Contest Sponsor, 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. Each Winner will be required to produce identification satisfactory to the Station. For example, Winners will be required to sign an IRS Form W-9 and verify their identity either in person or through email, DocuSign, or videoconference, and complete an affidavit of eligibility and release, including a publicity release, as prepared by the Station online prior to receiving their prize. Each 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 to 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 losses or damages, including but not limited to, personal injury or communicable diseases sustained or incurred with respect to the conduct of or participating in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related

thereto, 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) including any results thereof such as changes in services or location necessitated by same; or (vii) the closure of any contest sponsor location, promoter or performer issues, acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, 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 reason beyond the Station's sole control.
- g. Except where prohibited, by entering the Contest, each Entrant agrees that: (i) 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; (ii) 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 (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Colorado law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 6. PRIVACY

- a. By participating in the Contest and/or accepting a prize(s), 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.1043thefan.com](http://www.1043thefan.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(f), there is a limit of one (1) entry per Entrant, per method of entry indicated above that is permitted in this Contest. Any attempt by any one or more Entrants to obtain more than one (1) 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.1043thefan.com](http://www.1043thefan.com), [www.kygo.com](http://www.kygo.com), [www.kosi101.com](http://www.kosi101.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.