



**2018 ACM AWARD FLYAWAY
WITH KYGO, CBS4 AND CHEYENNE FRONTIER DAYS**

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

All federal, state and local regulations apply.

1. DATES.

- a. These rules govern the ACM Awards Flyaway promotion (the “Promotion”) being conducted by KYGO, CBS4 and Cheyenne Frontier Days (the “Station”). The Promotion will begin on March 19, 2018 at 7:00 a.m. Mountain Time (“MT”) and will end on March 30, 2018 at 7:45 a.m. MT (“Promotion Period”).

2. ELIGIBILITY

- a. The Promotion is open to all legal U.S. residents who are 21 years of age or older who have a valid driver’s license constituting a government issued identification card, have a major credit card, and who reside in Colorado. Employees, officers, directors, and agents of the Station, the Station’s licensee, Bonneville International, dba Bonneville Denver, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and participating sponsors (collectively, “Promotion Entities”), other radio stations in the Denver metropolitan area, the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. “Immediate family” members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations may participate in this Promotion. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.
- b. Proof of age, identity and eligibility must be furnished to Station upon request. All entry information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry.
- c. 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 entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

3. HOW TO ENTER

- a. To participate in the Promotion, you may enter via on-air beginning on Monday, March 19, 2018 at 7:00 a.m. MT and ending on Friday, March 30, 2018 at 7:45 a.m. MT (“Entry Period”).
 - i. On-Air: Listen to the Station weekdays from March 19, 2018 through March 30, 2018 at approximately 7:00 a.m. MT each day for the announcement of the ACM Awards Flyaway cue to call. Upon hearing the cue to call, the 98th caller to get through to the Station contest line at 303-713-0985 will win a pair of Cheyenne Frontier Days concert tickets and be qualified for a chance to win the Grand Prize trip to the 2018 Academy of Country Music Awards upon confirmation of eligibility (“Qualifier”). At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers, and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their call will be a potential winner. There is no limit to the number of times a listener may attempt to call in, but a listener may be a Qualifier only once. There will be up to a total of ten (10) Qualifiers and one (1) Grand Prize winner selected during the Promotion Period. 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.
- b. Each winner and their guest will be required to sign a participant release and provide a copy of their valid driver’s license. The winner will also be required to fill out a 1099, provide their complete address, SSN, date of birth and phone number to claim a prize.
- c. Due to delays in the Station’s online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air promotions; the Station is not responsible for these delays or for difficulty receiving or listening to the Station’s internet stream.

4. PRIZE(S)

- a. Ten (10) Qualifying Prizes will be awarded. Each Qualifying Prize is two (2) tickets to one of the following Cheyenne Frontier Days (“CFD”)

concerts. Tickets given will vary per caller and will be determined by the Station. (Approximate Retail Value (“ARV”): \$100.00 per pair)

- i. Florida Georgia Line at CFD on July 20, 2018.
- ii. Cole Swindell at CFD on July 21, 2018.
- iii. Charlie Daniels Band at CFD on July 22, 2018.
- iv. Eric Church at CFD on July 25, 2018.
- v. Toby Keith at CFD on July 27, 2018.
- vi. Dierks Bentley at CFD on July 28, 2018.

- b. One (1) Grand Prize will be awarded. The Grand Prize is a trip for two (for winner and one guest over 13) to Las Vegas, NV for the 53rd Annual ACM Awards. The trip includes:

1. Roundtrip Coach Class Airline Transportation from Denver International Airport (DIA) and out of McCarran International Airport to Las Vegas (LAS)

Depart Denver, CO on Saturday, April 14, 2018

Depart Las Vegas, NV on Monday, April 16, 2018

Time of flight(s) based on availability and will be chosen by the Station.

One (1) room at the New York New York Hotel and Casino for TWO (2) nights, Saturday, April 14, 2018 and Sunday, April 15, 2018 with check-out on Monday, April 16, 2018. The Station will also cover the cost of the hotel resort fees. Winner will be responsible to provide a valid credit card at the time of check-in with a deposit of \$50 per night.

2. Two (2) admission tickets to 53rd Academy of Country Music Awards on Sunday, April 15, 2018 (7:00 PM to 10:00 PM) - Upper Level Seating;

ARV of the Prize is \$1,600.00. Certain travel restrictions may apply. For travel related prizes, winner’s guests must execute any requisite liability and publicity releases prior to travel. Travel arrangements must be made through the Station or its designee. Prize is subject to availability. If the winner cannot travel on dates specified by the Station, the winner may be disqualified and an alternate winner may be selected in the Station’s sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport and/or to/from the hotel, hotel resort fees are the responsibility of the winner. If applicable, the winner and travel companion must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, government issued photo identification and passports for international travel. Airline regulations apply. If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner’s stay. The winner and travel companion must sign a prize winner publicity and liability release form prior to traveling. If any prize related event is unable to take place as scheduled, for any reason, the Station’s sole responsibility to the winner will be to award the remaining available portion of the prize and no substitution or compensation will be provided for the unawarded portion of the prize. No refund or compensation will be made in the event of the cancellation or delay of any flight. The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner and/or guest if either engages in disruptive

behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any Prize event.

- c. All prizes or prize certificates may be picked up at the office of the Station at the address below. The winner will forfeit any prize or prize certificate not claimed within five (5) business days of notification of winning. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate
- d. Prize is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize. Other restrictions may apply.

5. WINNER SELECTION, NOTIFICATION AND CLAIM

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Ten (10) Qualifiers will be selected as described in Section 3 of these Official Rules. One (1) Grand Prize winner will be randomly selected from among the ten (10) Qualifiers and announced on Friday, March 30, 2018 at approximately 7:45am MT. The Grand Prize winner will be notified via a phone call from the Promotions Department promptly following the Prize drawing.
- c. Odds of becoming a Qualifier depend on the number and order of phone calls received. Odds of a Qualifier winning the Grand Prize are 1/10.
- d. Qualifiers must listen to the Station to win. Qualifiers and the Grand Prize winner need not be present to win.
- e. The Grand Prize winner must execute and return any required affidavit of eligibility and/or liability/publicity release within five (5) days of notification of winning or 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 within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the grand prize an alternate grand prize winner will not be selected. Unless otherwise permitted by the Station, winner must claim his or her grand prize in person, and a prize cannot be claimed by third parties on behalf of the winner.

6. CONDITIONS AND LIMITATION OF LIABILITY

- a. Entrants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Promotion Rules, and by entering, participants agree to be bound to these official rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Promotion, without regard to that jurisdiction's choice of law rules.
- b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed Form W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- c. By entering the Promotion, entrants and participants grant to the Promotion Entities the right to publicize the participant's name, photograph, video, image, likeness, voice, statements, hometown (city and state), and biographical information for advertising, trade, and promotion purposes in any media now or hereafter known worldwide in perpetuity without compensation and without opportunity for review, except where prohibited by law. The Station, in its sole discretion, may require each winner (and guest, if applicable) to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- d. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE PROMOTION ENTITIES, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS PROMOTION, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PROMOTION-RELATED OR PRIZE-RELATED ACTIVITY.
- e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Promotion winner (and any travel companion(s) or

guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Promotion Entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion.

- f. If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Station that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.
- g. The Station, in its sole discretion, reserves the right to disqualify any person not abiding by the official rules, or for tampering with the entry process or the operation of the Station's website. Failure to comply with the rules of the Promotion 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 Promotion, the Station reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law. A parent or legal guardian must accompany any minor children in all Promotion-related activities, and a parent or legal guardian must claim the prize and sign any requisite releases on behalf of the minor child.
- h. The Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. 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 not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize.

7. DISCLAIMER

- a. Promotion Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Promotion are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are

beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Promotion, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Promotion or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical or other errors in the printing, the offering, or the Administration of the contest or in the announcement of a prize; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; or (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Promotion Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Promotion or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Promotion, in its sole discretion. Promotion Entities make no warranty, guarantee, or representation of any kind concerning any prize, and PROMOTION ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law.

8. RULES AND WINNERS LISTS

- a. For a copy of the official rules of the Promotion, send a self-addressed stamped envelope (“SASE”) for receipt by the end of the Promotion Period to KYGO Promotions: 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111, Attn: Promotion Rules. For the names of the prize winners send a SASE for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion for which you are requesting the rules or winners list. Official rules and winner lists (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at www.KYGO.COM

Sponsor: KYGO - 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111
KCNC-TV - 1044 Lincoln St, Denver, CO 80203
Cheyenne Frontier Days - 1210 W 8th Ave, Cheyenne, WY 82001