



98.5 KYGO's Ultimate Tailgate OFFICIAL RULES

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

1. DATES

a. These Official Rules govern the 98.5 KYGO's Ultimate Tailgate Contest (the "Contest") being conducted by KYGO (the "Station"). The Contest will begin on June 30, 2018 at 1:00pm Mountain Time ("MT") and will end on June 30, 2018 at 5:00pm MT ("Contest Period").

2. ELIGIBILITY

a. The Contest is open to all legal U.S. residents who are 21 years of age or older and who reside in Colorado. Eligibility is contingent on agreement to, and compliance with, these Official Rules. Sponsors, Employees, officers, directors, and agents of the Station, the Station's licensee, Bonneville International, dba Bonneville Denver, KYGO, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and participating sponsors (collectively, "Contest 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 Contest. This Contest is subject to all applicable federal, state and local laws and regulations.

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. Any eligible individual participating in this Contest shall be a "Contestant." Participation must be by the Contestant. Contestants 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. **On-Site:** To participate in the Contest, between 1:00pm MT on June 30, 2018 and 5:00pm MT on June 30, 2018, decorate your vehicle and tailgate area with signs at Kenny Chesney on June 30th, 2018 at Mile High Stadium. Only one (1) entry per person is permitted. Multiple participants are not permitted to share the same email address. 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.

- b. The winner will be required to provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

4. PRIZE(S)

- a. One (1) grand prize winner will be selected to receive the following: One (1) pair of Meet & Greet passes to see Kenny Chesney at Mile High Stadium on Saturday, June 30th, 2018 and one (1) pair of Sandbar passes to see Kenny Chesney at Mile High Stadium on Saturday, June 30th, Approximate Retail Value of Grand Prize: \$400.00
- b. One (1) runner up prize winner will be selected to receive the following: One (1) pair of Sandbar passes to see Kenny Chesney at Mile High Stadium on Saturday, June 30th. Approximate Retail Value of Grand Prize: \$400.00
- c. Contest winners must pick up their prize(s) at Mile High Stadium located at 1701 Bryant St, Denver, CO 80204. The Contest winners will forfeit any prize or prize certificate not claimed within night of show, June 30th, 2018.
- 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 do not include taxes, gratuities or any other expenses. Contest Entities are not responsible for winners' limitations that prevent acceptance or use of prize.

5. WINNER SELECTION, NOTIFICATION AND CLAIM

- a. Decisions of the Station management with respect to the Contest are final.
- b. Random selection of all valid entries received will be conducted by 5:00pm MT on June 30, 2018.
- c. Winner will be required to provide valid government-issued photo identification and provide their complete address, date of birth, social security number and phone number to claim a prize.
- d. Winner must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of notification 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 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 prize winner will be selected from all remaining qualifiers. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner.

6. CONDITIONS AND LIMITATION OF LIABILITY

- a. Contestants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, Contestants give their full and

unconditional agreement to abide by these Official Rules. The laws of the State of Colorado shall govern this Contest, 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 Contest, Contestants grant to the Sponsors the right to publicize the Contestant'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 CONTESTANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SPONSORS, 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 CONTEST, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OR MISUSE OF ANY PRIZE, 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, USE OR MISUSE OF ANY PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.

e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Contest winner to sign a liability release, agreeing to release and hold harmless the Sponsors, 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 Contest.

f. If for any reason this Contest 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 Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Contest. If the Contest 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 Official Rules may result in a Contestant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that a Contestant has cheated or committed fraudulent activity in connection with a Contest, the Station reserves the right to disqualify that Contestant from entering and/or winning future Contests and to prosecute and seek damages to the fullest extent permitted by law.

h. The Station reserves the right to make changes in the Official Rules, 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 Contest and shall not be required to award a substitute prize.

7. DISCLAIMER

a. Sponsors, 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 Contest 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 Contest, 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 Contest 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 Contestants' 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; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Sponsors, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Official 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 Contest, in its sole discretion. Sponsors make no warranty, guarantee, or representation of any kind concerning any prize, and **SPONSORS 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 Contestants by law.

8. PRIVACY

a. By entering this Contest, each Contestant agrees to Station's manner of collection, use, retention, and disclosure of his/her personal information submitted in connection with the Contest, including without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Contestants. Information collected from Contestants is subject to Station's privacy policy and any state or federal law. Station's privacy policy can be found at www.1043thefan.com.

9. OFFICIAL RULES AND WINNERS LISTS

a. Official Rules and winner lists shall also be available during regular business hours at the main offices of the Station KYGO-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111, and will be posted online at www.kygo.com.

Sponsors:

98.5 KYGO, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111