



2018 Masterbuilt Smoker Giveaway
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.

These rules govern the 2018 Masterbuilt Smoker Giveaway (the “Contest”) being conducted by KYGO-FM (the “Station”). The Contest will begin at 12:00am Mountain Time (“MT”) on August 22, 2018 and will end on September 4, 2018 at 9:00am MT.

2. ELIGIBILITY

- a. The Contest is open to all legal U.S. residents (natural persons only) who are 18 years of age or older and who reside in the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park and Elbert), except as noted below. Persons ineligible to win include those who do not reside in any of the counties listed above as well as employees, officers, directors, and agents of the Station, the Station’s licensee, Bonneville International, dba Bonneville Denver, KYGO, Masterbuilt Mfg., Inc, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and any other participating sponsors (collectively, “Promotion Entities”), employees or other persons associated with other radio stations in the Denver Metropolitan area, and the members of their immediate families and those living in the same household of each (whether related or not) of any of those listed above. “Immediate family” members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations of any kind may participate in this Contest. This Contest 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 Contest, visit www.kygo.com and follow the links and instructions to enter the Contest and submit your first name and last name, zip code, telephone number, date of birth, gender and a valid email address. Only one (1) entry per person is permitted. Entrants will also be asked to submit a picture of their favorite summer memory. An entrant may use only one (1) 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, 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.

- b. Entries must be received between August 22, 2018 at 12:00am MT and September 3, 2018 at 11:59pm MT (“Entry Period”). Entries submitted outside the Entry Period will be deemed ineligible. Winners 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.

4. PRIZE(S)

- a. There will be six (6) Grand Prize Winners of the Contest. The Grand Prize consists of one (1) Masterbuilt Portable Propane Smoker valued at \$149.99
- b. 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.
- c. No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. Prizing may be fulfilled by a third party fulfillment company. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided, are the sole responsibility of winner(s).

5. WINNER SELECTION, NOTIFICATION AND CLAIM

- a. Decisions of the Station’s management with respect to the Contest are final.
- b. Six (6) Grand Prize Winners will be randomly selected from all valid entries received at 9:00am MT on September 4, 2018.
 - a. Odds of winning the Grand Prize depend upon the number of valid entries received.
 - b. The winner must execute and return complete any required affidavit of eligibility and/or liability/publicity release within two (2) weeks of winning or prize will be forfeited. If a potential winner fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, the potential winner forfeits the prize and an alternate winner will not be selected. 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. 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.

2. **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 Contest 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 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, entrants and participants grant to the Contest 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 Contest 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 CONTEST, 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 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 (and any travel companion(s) or guest(s) 18 or over) 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 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 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 entered more than once, or otherwise cheated or committed fraudulent activity in connection with a Contest, the Station reserves the right to disqualify that entrant 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 rules of the Contest, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. 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.

3. DISCLAIMER

- a. Contest 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 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

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; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Contest 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 Contest 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 Contest, in its sole discretion. Contest Entities make no warranty, guarantee, or representation of any kind concerning any prize, and CONTEST 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.

4. RULES

- a. Official rules will be available during regular business hours at the main offices of the Station located at 7800 E. Orchard Rd., Suite 400, Greenwood Village, CO 80111, and will be posted online at www.kygo.com.

Sponsor: KYGO - 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111
Masterbuilt Mfg., Inc, 1 Masterbuilt Ct, Columbus, GA 31907