

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

2019 KYGO NEW YEAR NEW YOU

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.

Promotion Administrator: KYGO, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111

Promotion Sponsor: Golden Oak Lending, 5445 DTC Pkwy #1150, Greenwood Village, CO 80111

1. HOW TO ENTER

- a. These rules govern the 2019 KYGO NEW YEAR NEW YOU promotion ("Promotion"), which is being conducted by KYGO ("Station"). The Promotion begins on Monday, December 31, 2018 and ends on Monday, January 28, 2019. ("Promotion Dates").
- b. To enter the Promotion, entrant may enter online beginning on Monday, December 31, 2018 at 12:00am MT and ending on Sunday, January 27, 2019 at 11:59 MT ("Entry Period") as follows:
 - i. To enter online, visit www.kygo.com and follow the links and instructions to enter the Promotion and complete and submit the online entry form during the Entry Period. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Limit one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion Administrator.
- c. Only one (1) entry per person is permitted regardless of the method of entry. There will be up to a total of one (1) winner(s) selected in the Promotion.
- d. All online entries must be received by the end of the Entry Period.

2. ELIGIBILITY RESTRICTIONS

- a. The Station may change the dates and/or terms of the Promotion without prior notice. Any material changes will be broadcast on the Station and/or posted on its website: www.kygo.com. The Promotion is open to legal U.S. residents, 18 years of age and older, residing in CO. Employees or agents of the Station, Bonneville International Corporation, other area radio stations or any entity associated with the Promotion, as well as members of the same household of any such employee or agent may not participate. Persons who have previously won a prize (cash, services, merchandise) from a contest or station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the last 30 days are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the last 90 days are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the last 6 months are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the last 12 months are not eligible to participate. If applicable, one entry per email per household. These restrictions also apply to immediate household members of contest or prize winners. There is no purchase necessary to enter or win.

3. PRIZES

- a. One (1) prize will be awarded. Each prize consists of a check from the Station in the amount of \$1,000.00. The Approximate Retail Value ("ARV") of the prize(s) is \$1,000.00. 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). Tickets are valid only on the date(s) printed on the tickets, and they 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-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Station or the Promotion Administrator or 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). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related event(s).
- b. All sales, prize and other taxes, gratuities and any other incidentals associated with the prize are the sole responsibility of the prizewinner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability. In which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station is not responsible for replacing tickets in the event of show

cancellations as a result of weather, promoter, or performer. The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of any Internet promotion, game or contest, or the Internet portion of any promotion, game or contest. The Station, in its sole discretion, may award prizes to entries received by alternate means. Decisions of the Station/judges are final.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. One (1) winner(s) will be selected in a random drawing of all eligible online entries received on Monday, January 28, 2019.
- c. Odds of winning depend upon the number of eligible online entries received.
- d. Winner does not need to listen to the Station or be present to win.
- e. Potential winner will be notified of winning by telephone after the winner selection. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and execute and return an affidavit of acceptance, eligibility, liability and publicity release within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the required fully-executed 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(s). The Station or Promotion Administrator is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

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 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 Promotion Administrator's computer or telephone system is the official time keeping device for this Promotion. 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 text or 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 Promotion. 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 may disqualify that entrant from entering and/or winning this and any or all future Station-administered promotions 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 Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Station or Promotion Administrator or Sponsor, 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(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Promotion webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
 - c. Calling the Station regarding the Promotion constitutes permission for the Station to tape the caller’s voice and use it on the air. All telephone calls during the Promotion may be taped without further permission from the caller. By entering the Promotion, all participants consent to the use of their name, photograph, likeness, biography, voice and/or video for advertising and promotional purposes, including online announcements, without limitation and without compensation.
 - d. Each winner will be required to produce identification satisfactory to the Station. Each winner will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will be responsible for any taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc. The Promotion is void where prohibited by law. Anyone using fraudulent means to participate and/or win the Promotion will be disqualified.
 - e. Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable

network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.

- f. In exchange for the right to participate in the Promotion, each participant agrees to release and indemnify the Station, and its officers, directors, agents, parent companies, subsidiaries and employees (the "Released Parties"), from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the participant's participation in the Promotion.
- g. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: www.kygo.com, in person at the Station [7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111], during regular business hours or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.

6. PRIVACY

- a. By participating in the Promotion, 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.kygo.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.