

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.

## **Lifetime Windows Promotion 2019**

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.***

Promotion Administrator: 98.5 KYGO, 7800 E Orchard Road, Suite 400, Greenwood Village, CO 80111

Promotion Sponsor: Lifetime Windows 2330 Broadway #110, Denver, CO 80205

#### **1. HOW TO ENTER**

- a. These rules govern the Lifetime Windows ("Promotion"), which is being conducted by 98.5 KYGO ("Stations"). The Promotion begins on Saturday, January 12<sup>th</sup>, 2019 at 9:00 AM and will end on Monday, January 28<sup>th</sup> at 9:00 AM MT ("Promotion Dates").
- b. To participate in the Promotion, you must visit the Lifetime Windows photo booth in the KYGO booth area at the National Western Stock Show 2019 in Denver, Colorado during open hours beginning on January 12<sup>th</sup>, 2019 and ending on January 27<sup>th</sup>, 2019. You can register at the Lifetime windows area located in the KYGO booth space or you can upload your picture that you took at the photo booth to your Facebook, Instagram and/or Twitter using the hashtag (# "#LifetimeWindows").
- c. Only one (1) entry per person per day onsite and on platforms listed in section 1b.

#### **2. ELIGIBILITY RESTRICTIONS**

- a. The promotion is open to all persons 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 (11) jurisdictions that makes up the listening area; 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. The following individuals are NOT eligible to enter Station Promotions, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Promotion Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) 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 (3) 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.

- c. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- d. 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.
- e. This promotion is subject to all applicable federal, state and local laws and regulations. By participating, 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. (1) One Grand Prize winner will be selected at random on Monday, January 28<sup>th</sup>, 2019 to win one (1) of the following options of their choice:
  - i. A pair of Lifetime Windows skis valued at \$750.00
  - ii. A Lifetime Windows snowboard valued at \$650.00

- 4. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes 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 that have been awarded in the event of show cancellations as a result of weather, promoter, or performer actions. The Station reserves the right, in its sole discretion, to cancel or suspend the promotion should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the promotion, or the Internet portion of the promotion. Decisions of the Station/judges are final.

### 5. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the promotion are final.
- b. Odds of being selected depend upon the number of eligible entries entered via on-site at the KYGO booth, Facebook, Instagram and/or Twitter.
- c. There will be one (1) finalist selected at random from the register to win box, Facebook, Instagram and Twitter. There will be a total of four (4) finalists that will be entered into a drawing for the grand prize. One (1) grand prize winner will be selected at random. The Grand Prize winner will be notified via phone number, Facebook, Instagram or Twitter from the Promotions Department promptly following the prize drawing on Monday, January 28<sup>th</sup>, 2019.
- d. 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 Stations, 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. The potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Promotion Sponsor liability release forms 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 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 or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 6. 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 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. To the extent the Station makes material changes to the terms and conditions of the Promotion, any such material changes will be broadcast on the Station and/or posted on its website: within twenty-four (24) hours of the change and periodically thereafter. 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 does not have 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 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, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station 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 Promotion is void where prohibited by law. Failure to comply with the terms and conditions applicable to Promotion 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 Promotion. Any individual(s) that is found to be, or suspected of, tampering with a Promotion in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Promotion 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 Promotion as determined by Station at its sole discretion and on a case-by-case basis.
- e. Participation in a Promotion and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Promotion Sponsors, agents and all others connected with them and the Promotion (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Promotion, and the receipt and use of any prize(s) awarded (if any) through such Promotion arising in any manner whatsoever, including but not limited to an 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 Promotion.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion 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) (and winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion cannot be conducted and/or if a prize, either in whole or in part, cannot be

awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

- g. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Salt Lake City, Utah; (2) 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 (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 7. 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 [weekonwheels.com](http://weekonwheels.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.

## 8. COPY OF OFFICAL RULES

- a. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: [www.kygo.com](http://www.kygo.com), in person at the Station [7800 East Orchard Road #400, Greenwood Village, CO 80111], during regular business hours 8:30 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.