

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

## 98.5 KYGO Echo Dot Giveaway

### 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.***

Contest Administrator: KYGO-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111.

#### 1. HOW TO ENTER

- a. These rules govern the 98.5 KYGO Echo Dot Giveaway ("Contest"), which is being conducted by 98.5 KYGO ("Station"). The Contest begins on Monday, September 28, 2020, and ends on Friday, October 23, 2020 ("Contest Dates"). Entrants, as defined below, may enter on-air only.
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter on-air beginning on September 28, 2020 at 8:00 a.m. (MDT) and ending on October 23, 2020 at 4:00 p.m. (MDT) ("Entry Period").
- c. To enter on-air, tune in to the Station weekdays beginning on September 28, 2020 through October 23, 2020 at approximately 8:00 a.m., 10:00 a.m., 12:00 p.m., 2:00 p.m. and 4:00 p.m. (MDT) for the KYGO cue to call. Upon hearing the cue to call, the twentieth (20<sup>th</sup>) designated caller to get through to the Station contest line at 303.713.0985 will win a prize upon confirmation of eligibility. At the time of Entrant's call, Entrant will be required to provide all information requested including Entrant's full name, complete address, daytime phone number, email address and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event the selected caller is disconnected, or is found to be ineligible, the next eligible caller that successfully makes it through on the Contest lines and completes the eligibility requirements will be determined the winner of the prize.
- d. There is no limit to the number of times a listener may attempt to call in, but a listener may be a winner only once during the Entry Period. One (1) winner per household. There will be a total of one hundred (100) winners in the Contest.
- e. Winners must have internet access to claim the prize. Winners will be required to sign an affidavit of eligibility. The winners will also be required to provide

their complete address, date of birth, daytime phone number, email address and Social Security number to claim a prize online.

- f. 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.
- g. 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 contests; the Station is not responsible for these delays or for difficulty receiving or listening to the Station's internet stream.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to legal U.S. residents, eighteen (18) years of age and older, residing in one of the Thirteen (13) jurisdictions that makes up the listening areas of the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Weld, Kiowa, Clear Creek, Park and Elbert). Employees or agents of the Station, Bonneville International Corporation, other area radio stations or any entity associated with the Contest, as well as members of the same household of any such employee or agent may not participate. There is no purchase necessary to enter or win.
- b. The following individuals are NOT eligible to enter Station contests at any time, even if such individuals meet the age and residency requirements above: (i) any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) 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 (iii) 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. Unless the Station otherwise specifies, 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 between \$101 and \$499 in the ninety (90) days prior to entering the Contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the Contest are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.

- d. To claim a prize online, the person who has won a prize (“Winner”) must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number.
- e. 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.
- f. This Contest is subject to all applicable federal, state, and local laws and regulations. By participating in the Contest and/or acceptance of prize(s), 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. One hundred (100) prizes will be awarded. The prize consists of: One (1) Echo Dot (3<sup>rd</sup> Gen) – Smart Speaker with Alexa (color will vary). The Approximate Retail Value (“ARV”) of the prize is \$49.99. The Winners 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). The prize(s) is 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 the prize(s) be replaced if lost or stolen. Echo Dot is a registered trademark of Amazon. Entrant specifically agrees to release Amazon from any and all liability associated with this Contest. The Contest is in no way sponsored, endorsed or administered by, or associated with, Amazon.
- b. ALL PRIZES ARE AWARDED "AS IS" AND THE STATION AND EACH OF ITS RELATED, AFFILIATED OR SUBSIDIARY COMPANIES (CONTEST SPONSOR), DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.
- c. As indicated above, all sales, prizes and other taxes, gratuities and any other incidentals associated with the prize(s) is the sole responsibility of the Winner. As noted above, prizes are not transferable or exchangeable and may not be substituted, except by Station for reasons of unavailability, in which case, a prize of equal value will be awarded. The Station and Contest Sponsor assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station are final.

- d. **If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.**

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. The Station will award one hundred (100) Echo Dot (3<sup>rd</sup> Gen) – Smart Speaker with Alexa, as described above in Section 1 of these Official Rules.
- c. Odds of winning depend upon the number and order of eligible phone calls received for each cue to call.
- d. Public health conditions do not permit a Winner to claim the prize in person. Therefore, the prize(s) will be mailed to each Winner within thirty (30) days of winning upon confirmation of eligibility. The Station will coordinate with the Winner to confirm Winner's identity remotely and to deliver the prize by mail or other means of delivery. The Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.
- e. Potential Winner(s) will be notified of winning by telephone. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases online. Upon notification or notification attempt, the potential Winner(s) will be required to respond to such notification attempt and must execute and return an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release forms online within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. 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 Contest Sponsor 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 multiple entries 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 computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all 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 Contest. 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 cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that Entrant from entering and/or winning this and any or all future Station-administered contests 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 Contest, 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 Contest, any such material changes will be broadcast on the Station and/or posted on its website: <https://kygo.com> within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any Contest Sponsor location is closed, or 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 Contest 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 Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest 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 and verify their

identity through email, DocuSign, or videoconference, an 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 Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest 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 Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any “deal-making” with or between other Contest 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 Contest as determined by Station at its sole discretion, and on a case-by-case basis.

- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by Entrant and/or Winner to forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them, and the Contest (the “Released Parties”) from any and all liability, claims, actions, and losses or damages including but not limited to personal injury or communicable diseases sustained or incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto, 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 Contest.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest 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; or (vii) if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part cannot be awarded due to acts of God, any action, regulation, order or request by any governmental or

quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Station's or Contest Sponsor's sole control. Upon awarding the prize, the Station and Contest Sponsor will have no further obligation to Winner(s).

- g. Except where prohibited, by entering the Contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Denver, Colorado; (ii) 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 (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Colorado law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 6. PRIVACY

- a. By participating in the Contest and/or acceptance of prize(s), 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: <https://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. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's or Instagram's own terms and policies.

## 7. COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), there is no limit to the number of times a listener may attempt to call in, but a listener may be a Winner only once during the Entry Period. One (1) Winner per household. Any attempt by any one or more Entrants to obtain more than one (1) entry by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such Entrant(s) will be disqualified.

- b. Copies of these rules are available at the Station's website: <https://kygo.com> or by sending a request, along with a self-addressed stamped envelope, to the Station located at 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111.