

2025 KYGO Secret Contest 5
OFFICIAL RULES AND LEGAL DISCLAIMER

1. By entering, attempting to enter, or in any way participating or attempting to participate in 2025 KYGO Secret Contest 5 (the “Contest”), the participant (“Participant”) agrees to be bound by these Official Rules and Legal Disclaimer and the decisions of Bonneville International Corporation (“Administrator”) relating to the Sweepstakes, which are final and binding in all respects.

2. The Contest is put on by KYGO-FM (the “Station”).

3. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

4. **HOW TO ENTER:** To enter by texting in the keyword by text or online, tune in to the Station on weekdays beginning on May 5, 2025 through May 30, 2025(excluding May 26, 2025) at approximately 7:05 a.m. MDT, 8:05 a.m. MDT, 9:05 a.m. MDT, 10:05 a.m. MDT, 11:05 a.m. MDT, 12:05 p.m. MDT, 1:05 p.m. MDT, 2:05 p.m. MDT, 3:05 p.m. MDT, 4:05 p.m. MDT, 5:05 p.m. MDT, and 6:05 p.m. MDT for the hourly keyword to be announced. Upon hearing the keyword, the designated texter to get through to the Stations’ contest text line at 303.713.0985 or enter the keyword online at www.kygo.com/secretcontest, will be entered into a drawing for that day’s qualifying prize (“Qualifying Prize Winner”) and be qualified for a chance to win one of the grand prizes (“Grand Prize Winner”). Entrants must submit the correct keyword for the hour by the beginning of the next hour. Entrants can only enter once per hour, regardless of method of entry. Each hour noted above will enter one entrant from combined text and online entries into that day’s qualifying drawing. Use of multiple email addresses or identities or of any robotic, automatic, or programmed entry method will result in disqualification.

5. **ELIGIBILITY:** The Sweepstakes is open to individuals who (a) are residents of Colorado, (b) are 18 years of age or older at the time of entry, and (c) reside within the Station’s listening area, except for (i) employees of Station, and their affiliates, subsidiaries, and agencies (collectively the “Promotion Parties”), and members of their immediate family or persons living in the same household.

6. **DRAWING:** Each of the Nineteen (19) qualifying prize winners will be randomly selected from twelve (12) names that are selected each hour from each day Monday - Friday during the contest duration. Each entrant will have up to two-hundred-twenty-eight (228) chances to qualify for a qualifying prize. The qualifying winners will be contacted by telephone the next day during each day of the contest period at 10:00 a.m. MDT. Friday winners will be selected at 10:00 a.m. on the next business day. One (1) Grand Prize Winner will be randomly selected from the nineteen (19) Qualifying Prize Winners. Grand prize drawing will take place on June 2, 2025 at 10:00 a.m. MDT. The Grand Prize Winner will be contacted by telephone. All winners must sign an Affidavit of Eligibility and Release within thirty (30) days of notification of winning. The winner will be deemed a potential winner pending verification of

eligibility and delivery of a signed Affidavit of Eligibility and Release. A potential winner must also provide valid, government-issued photo identification. Failure to respond within the applicable time period will result in prize forfeiture, and Station shall have the option to award the prize to an alternate winner. The return of any prize notification or prize as undeliverable may result in disqualification and selection of an alternate winner. Any income taxes resulting from acceptance of a prize are the responsibility of the winner.

7. By accepting a prize, Participant gives permission to the Promotion Parties to use Participant's name, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. Participant agrees to execute any document reasonably required by Station to effectuate such permission and failure to do so shall give rise to Station's right to execute any and all such documents as Participant's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.

8. **LIMITATION OF LIABILITY:** Subject to applicable law, by entering the Sweepstakes and potentially receiving a prize, Participant agrees to hold the Promotion Parties harmless from any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorney's fees) arising out of or in connection with participation in the Sweepstakes or the acceptance, use, or misuse of any prize. The Promotion Parties will not be responsible for (a) late, incomplete, or incorrect entries; (b) Participant's failure to receive a prize notification due to spam, junk email, or other security settings or provision of incorrect or otherwise non-functioning contact information; (c) technical, hardware, or software malfunctions; (d) lost or unavailable network connections; or (e) failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or any equipment or programming associated with or used in this Sweepstakes, by any human error which may occur in the processing of entries, or by any typographical, technological, or other error in the promotion or administration of the Sweepstakes or announcement of the prize. If, in Station's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes, Station, in its sole discretion, may cancel or modify the Sweepstakes in a manner deemed appropriate by Station. In the event of termination, the winner will be selected from among the eligible entries received as of the date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form. This Sweepstakes is void where prohibited.

9. **PRIZE:** Nineteen (19) qualifying prizes will be awarded. The Qualifying Prize consists of the following: Two (2) three (3) day general admission passes to Country Jam happening June 26-28, 2025 in Mack, Colorado. The Approximate Retail Value ("ARV") of the qualifying prize is \$372.00. One (1) Grand Prize will be awarded which consists of the following: \$1,000.00 dollars. Approximate Retail Value ("ARV") of the Grand Prize is \$1,000.00. Station reserves the right to substitute a prize of equal or greater value. A prize may not be sold, traded, or commissioned, and is not exchangeable or redeemable for cash except in Administrator's sole discretion.

Should tickets to an event be awarded as a prize, Station is not responsible for cancellation or rescheduling of the event for any reason, and Station has no obligation to

reimburse, refund, or otherwise substitute the tickets for another prize should the event not be rescheduled or vouchers not issued. Should travel be part of the prize, Station is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund, or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays. Should a prefunded bank card, gift card, stored-value card, merchant card, voucher for services or goods, gift certificate, or other redeemable instruments (“Promotional Cards”) be part of the prize, the Promotional Card will be subject to the terms of use and applicable conditions and restrictions, including any expiration dates, promulgated by the issuer. Promotional Cards are not transferable, redeemable for cash, or exchangeable for any other prize. Except as required by law, Promotional Cards cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. Station is not responsible if any Promotional Card is lost, stolen, destroyed, or used without permission.

10. **CHOICE OF LAW AND FORUM:** This Sweepstakes is governed by the laws of the United States of America and the State of Utah, without respect to conflict of law doctrines. As a condition of participating in the Sweepstakes, Participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Salt Lake City, Utah, having jurisdiction. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorney’s fees, other than Participant’s actual, out-of-pocket expenses (i.e., costs associated with entering the Sweepstakes), and Participant further waives all rights to have damages multiplied or increased.

11. **PRIVACY:** Information submitted with an entry is subject to the Privacy Policy stated on <https://kygo.com/privacy-policy/>.

12. **WINNERS LIST:** For the name of the prize winner, available after June 30, 2025, send a self-addressed, stamped #10 envelope to: KYGO-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111.

13. **ADMINISTRATOR:** Bonneville International Corporation, 55 N. 300 W., Salt Lake City, Utah 84101.