

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.

2019 Stinkin' Good Ultimate Game Day Experience

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 Administrators:

104.3 The Fan (KKFN), 7800 E Orchard Road, Greenwood Village, CO 80111

98.5 KYGO (KYGO), 7800 E Orchard Road, Greenwood Village, CO 80111

KOSI 101.1 (KOSI), 7800 E Orchard Road, Greenwood Village, CO 80111

Contest Sponsor:

Stink Inc, 9233 Park Meadows Drive, Lone Tree, CO 80124

1. HOW TO ENTER

- a. These rules govern the 2019 Stinkin' Good Ultimate Game Day Experience ("Contest"), which is being conducted by KKFN, KYGO and KOSI. ("Stations"). The Contest begins on Monday, August 5 at 12:00am and ends on Tuesday, September 3, 2019 at 9:00am MT ("Contest Dates"). Entrants may enter via online only.
- b. To enter the Contest, entrant may enter online beginning on Monday, August 5, 2019 at 12:00am MT and ending on Friday, August 30, 2019 at 11:59pm MT ("Entry Period") as follows:
  - i. **On-Line Entry:** To enter online, visit [www.1043thefan.com](http://www.1043thefan.com), [www.kygo.com](http://www.kygo.com), or [www.kosi101.com](http://www.kosi101.com) and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period outlined above. Entrants will be asked to submit an essay in 100 words or less about why they want the Ultimate Game Day Experience with a child, along with your first name and last name, complete address, city, state, zip code, telephone number, date of birth, and a valid email address in the online entry form. Only one (1) entry per person is permitted. Any entries over 100 words will be disqualified. 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. P.O. Boxes are not permitted as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator.

- c. Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process, but membership/participation is not required to enter the contest.
- d. Only one (1) entry per person is permitted. There will be up to a total of one (1) grand prize winner selected in the Contest.
- e. All online entries must be received by the end of the Entry Period.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest 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 make 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.) Void where prohibited or restricted by law.
- 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: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Stations, Bonneville International Corporation, other area radio stations, Contest 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 Stations will reject and delete any entry that it discovers to be false or fraudulent. The Stations will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

- e. This Contest 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 Stations, which are final and binding in all respects.

### 3. PRIZES

- a. One (1) grand prize will be selected to receive the following: Two (2) tickets to the Denver Professional football game in Denver, CO on Sunday, September 15, 2019, two (2) passes to visit the field and tour the stadium prior to the game, and two (2) passes to visit the broadcast booth at the stadium. Approximate Retail Value of Grand Prize: \$2,500.00. The Stations, in their 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, 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 Stations assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Stations reserve the right, in their sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Stations corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Stations are final.
- c. 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 Stations' management with respect to the Contest are final.
- b. Judging of all valid entries received will be conducted at 9:00am MT on Tuesday, September 3, 2019. The essay from each entrant will be judged by a panel of judges from the Stations. The essay will be judged on the following categories: creativity of essay, originality essay, and quality of essay.
- c. One (1) grand prize winner will be selected in the Contest during the following periods of time ("Drawing Periods")
  - i. One (1) prize winner will be selected on Tuesday, September 3, 2019 at approximately 10:00am MT from all eligible online entries received between Monday, August 5, 2019 at 12:00pm MT and Friday, August 30, 2019 at 11:59pm.

- d. Odds of winning depend upon the number of eligible online entries received during the applicable Drawing Period.
- e. Entries are specific to each designated Drawing Period and will not be included in subsequent drawings.
- f. Potential winner(s) will be notified of winning by telephone at the time of the drawing. 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 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, Contest 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 Contest 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.

## 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 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 Stations' discretion. The Stations' or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. 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 Stations, in their 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 Stations make a good-faith determination that an entrant has cheated or committed fraudulent activity in

connection with a Contest, the Stations 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 Stations reserve 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 Stations and/or posted on their websites: [www.1043thefan.com](http://www.1043thefan.com), [www.kygo.com](http://www.kygo.com) and [www.kosi101.com](http://www.kosi101.com) within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Stations, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Stations reserve the right, but do 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 Stations regarding the Contest constitutes permission for the Stations 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, 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 the Stations at their 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 (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless the Stations, 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 damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest 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 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. Further, the Released Parties are not responsible 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, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) 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 Greenwood Village, Colorado; (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.

6. PRIVACY

- a. By participating in the Contest, entrant agrees to the Stations' Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at: [www.1043thefan.com](http://www.1043thefan.com), [www.kygo.com](http://www.kygo.com) and [www.kosi101.com](http://www.kosi101.com). In the event of conflict between the Stations' 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 may result in disqualification. Consistent with Section 1(e), only one (1) entry per person. Any attempt by any one or more entrants to obtain more than one 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 Stations' websites: [www.1043thefan.com](http://www.1043thefan.com), [www.kygo.com](http://www.kygo.com), [www.kosi101.com](http://www.kosi101.com), in person at the Stations located at 7800 E Orchard Road, Greenwood Village, CO 80111, during regular business hours 8:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Stations at the same address.

**Comment [A1]:** If the rules state that any violation will result in disqualification, then the Station is bound to disqualify no matter how trivial the violation.