



Sports Radio 104.3 The Fan's "Custom Deck Giveaway"

6/23/17 - 7/28/17

OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. DATES**

- a. These Official Rules govern the Sports Radio 104.3 The Fan Custom Deck Giveaway (the "Contest") being conducted by KKFN (the "Station"). The Contest will begin on June 23, 2017 at 4:00pm Mountain Standard Time ("MST") and will end on July 28, 2017 at 6:00pm MT ("Contest Period").

**2. ELIGIBILITY**

- a. The Contest is open to all legal U.S. residents who are 21 years of age or older and who reside in Colorado. Eligibility is contingent on agreement to, and compliance with, these Official Rules. Employees, officers, directors, and agents of Custom Decks, the Station, the Station's licensee, Bonneville International, dba Bonneville Denver, KKFN, their parent, subsidiary, and affiliated companies, their advertising or Contesting agencies, and participating sponsors (collectively, "Contest Entities"), other radio stations in the Denver metropolitan area, the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. "Immediate family" members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations may participate in this Contest. This Contest is subject to all applicable federal, state and local laws and regulations.
- b. Proof of age, identity and eligibility must be furnished to Station upon request. All entry information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry.
- c. Any eligible individual participating in this Contest shall be a "Participant." Participation must be by the Participant. Contestants 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 entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

### 3. HOW TO ENTER -

- a. **On-Site Entry:** To participate in the Contest, you may enter on-site and complete an official entry form (available while supplies last) with your first name and last name, home telephone number, date of birth, and put the entry form in the registration box at the following locations on the following dates and times:
  - i. Friday, June 30, 2017 from 4:00pm MST to 6:00pm MST at Tailgate Tavern, 19552 E. Main Street, Parker, CO 80134
  - ii. Friday, July 14, 2017 from 4:00pm MST to 6:00pm MST at Celebrity Lanes, 15755 E. Arapahoe Road, Centennial, CO 80016
  - iii. Thursday, July 20, 2017 from 4:00 PM MST to 6:00pm MST at Davidson's Liquor, 5555 Boatworks Dr, Littleton, CO 80126
  - iv. Friday, July 28, 2017 from 4:00pm MST to 6:00pm MST at Buffalo Rose, 1119 Washington Ave, Golden, CO 80401
- b. Contestants may enter as often as they wish.
- c. **Or/By mail:** by hand printing your name, complete address, phone number (including area code) and date of birth on a postcard or separate piece of paper no larger than 8 1/2 x 11 inches, and mailing the postcard or paper in an envelope with the proper postage affixed to: "104.3 The FAN Custom Deck Giveaway 2017, Bonnevill Denver, 7800 Orchard Road, Suite 400, Greenwood Village, CO 80111". Entrants using US mail may enter as often as they wish. Mail-in entries must be received by Friday, July 28, 2017, by 6:00pm MST. Limit one (1) entry per stamped envelope. Incorrect, illegible, and incomplete entries are void.
- d. The winner may be required to provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

### 4. PRIZE(S)

- a. One (1) grand prize will be awarded. Grand Prize consists of a custom installed deck fulfilled by Custom Decks up to a \$10,000 value. Upon notification of winning the prize, a time will be scheduled with Dale at Custom Decks, 7388 S. Revere Pkwy, Suite 704, Centennial, CO 80112, 303-325-2613, to perform an estimate. If the winner agrees to accept the prize, they will then receive a gift certificate in the amount of \$10,000 to be used in the following manner: \$5,000 in decking and supplies and \$5,000 to use for labor costs and professional installation. Gift certificate for Grand Prize will expire on July 28, 2018. Winner will contact, to schedule an estimate and to complete installation. If the amount of decking materials and supplies exceed the allotment of \$5,000, the winner will have the option to purchase the additional materials needed from Custom Decks, to complete the custom deck installation.
- b. No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. Company is not the supplier or guarantor of any prize, unless otherwise

specified. Prizing may be fulfilled by a third party fulfillment company. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

- c. Prize is subject to availability. If the winner cannot accept the prize as awarded, the winner may be disqualified and an alternate winner may be selected in the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, additional materials needed to complete the custom deck, are the responsibility of the winner.
- d. Approximate Retail Value ("ARV"): Grand Prize: \$10,000.00
- e. All prizes or prize certificates may be picked up at the office of the Station at the address. The winner will forfeit any prize or prize certificate not claimed within thirty (30) days of notification of winning. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.
- f. Prize is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Contest Entities are not responsible for winners' limitations that prevent acceptance or use of prize. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Station reserves the right to award only the stated number of prizes from all legitimate, unawarded, eligible prize claims. Other restrictions may apply.

## **5. WINNER SELECTION, NOTIFICATION AND CLAIM**

- a. Decisions of the Station management with respect to the Contest are final.
- b. One (1) grand prize winner will be selected from all entrants at approximately 9:00am MST on July 31, 2017. Only one (1) grand prize will be awarded in connection with the Contest.
- c. Winner will be called and notified they won by KKFN 104.3 The Fan Promotions Staff.
- d. Odds of winning the grand prize depend on the number and order of valid entries received.
- e. Potential winner will be required to provide valid government-issued photo identification and provide their complete address, date of birth, social security number and phone number to claim a prize.
- f. Potential winner must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of notification of winning or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required 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 and an alternate prize winner will be selected from all remaining qualifiers.

Unless otherwise permitted by the Station, 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 Contest-related activities, and a parent or legal guardian must claim the prize and sign any requisite releases on behalf of the minor child.

## **6. CONDITIONS AND LIMITATION OF LIABILITY**

- a. Contestants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, Contestants give their full and unconditional agreement to abide by these Official Rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Contest, without regard to that jurisdiction's choice of law rules.
- b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed Form W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- c. By entering the Contest, Contestants grant to the Contest Entities the right to publicize the Participant's name, photograph, video, image, likeness, voice, statements, hometown (city and state), and biographical information for advertising, trade, and Contest purposes in any media now or hereafter known worldwide in perpetuity without compensation and without opportunity for review, except where prohibited by law. The Station, in its sole discretion, may require each winner (and guest, if applicable) to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- d. By entering this Contest, Contestant acknowledges that Bonneville International Corporation has no liability to the work of the deck Contractor. Any disputes with the work of the deck Contractor will solely be between the Contest Winner and the Contractor. Contestant and Contest Winner by entering this Contest and participating in this Contest do equally indemnify Bonneville International Corporation for work completed by the Contractor.
- e. WINNERS AND CONTESTANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE CONTEST ENTITIES, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OR MISUSE OF ANY PRIZE, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, USE OR MISUSE OF ANY PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.

- f. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Contest winner (and any travel companion(s) or guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Contest Entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Contest.
- g. If for any reason this Contest cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Station that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Contest. If the Contest is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.
- h. The Station, in its sole discretion, reserves the right to disqualify any person not abiding by the Official Rules, or for tampering with the entry process or the operation of the Station's website. Failure to comply with the Official Rules may result in a Participant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that a Participant has cheated or committed fraudulent activity in connection with a Contest, the Station reserves the right to disqualify that Participant from entering and/or winning future Contests and to prosecute and seek damages to the fullest extent permitted by law.
- i. The Station reserves the right to make changes in the Official Rules, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. 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 not the obligation, to cancel, terminate, suspend or modify the Contest and shall not be required to award a substitute prize.

## **7. DISCLAIMER**

- a. Contest Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and Contest agencies, and all others associated with the development and execution of this Contest are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station due to technical problems, telephone service problems,

human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Contest, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Contest or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to Contestants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical or other errors in the printing, the offering, or the Administration of the contest or in the announcement of a prize; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Contest Entities, their affiliated, parent, and subsidiary companies, advertising and contesting agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Official Rules. In the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Contest, in its sole discretion. Contest Entities make no warranty, guarantee, or representation of any kind concerning any prize, and CONTEST ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to Contestants by law.

## **8. PRIVACY**

- a. By entering this Contest, each Participant agrees to Station's manner of collection, use, retention, and disclosure of his/her personal information submitted in connection with the Contest, including without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Contestants. Information collected from Contestants is subject to Station's privacy policy and any state or federal law. Station's privacy policy can be found at [www.1043thefan.com](http://www.1043thefan.com).

## **9. OFFICIAL RULES AND WINNERS LISTS**

- a. For a copy of the Official Rules of the Contest, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Contest Period to KKFN-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111, Attn: Sports Radio 104.3 The Fan's Sports Radio 104.3 The Fan's Custom Deck Giveaway Contest. For the names of the prize

winner send a SASE for receipt within sixty (60) days following the end of the Contest Period to the attention of Contest Winner Lists at the above address. In either case please be sure to specify the name of the Contest for which you are requesting the rules or winners list. Official Rules and winner lists (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at [www.1043thefan.com](http://www.1043thefan.com).

**Sponsors:** KKFN 104.3 The Fan, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111  
Custom Decks, 7388 S Revere Pkwy Ste. 704, Centennial, CO 80112