

The King Soopers Fan Football Pick'em  
OFFICIAL RULES

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

All federal, state and local regulations apply.

1. DATES.

a. These rules govern The King Soopers Fan Football Pick'em promotion (the "Promotion") being conducted by KKFN-FM (the "Station"). The Promotion will begin on August 2, 2017 at 12:00pm Mountain Time ("MT") and will end on Sunday, December 31st, 2017 at 10:00pm Mountain Time.

2. ELIGIBILITY

a. The Promotion is open to all legal U.S. residents who are 18 years of age or older and who reside in Colorado. Employees, officers, directors, and agents of Southwest Airlines, the Station, the Station's licensee, Bonneville International, dba Bonneville Denver, KKFN, King Soopers, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and participating sponsors (collectively, "Promotion 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 Promotion. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

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. 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 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. To participate in the Promotion, visit [www.1043thefan.com](http://www.1043thefan.com) and follow the links and instructions to enter the Promotion by submitting 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. Entrants must create a UPICKEM game account specifically for this contest. Entrants can do so for free by visiting [www.1043thefan.com](http://www.1043thefan.com) and following the contest links. Only one (1) online entry per person per week is permitted. As part of the each weekly entry, an entrant must pick which team will win the listed professional football games for that week and the final score of the designated tie-breaker game (a "Participant"). Picks may only be submitted via the UPICKEM links on the [www.1043thefan.com](http://www.1043thefan.com) website. A Participant may use only one email address for purposes of entry in this Promotion. 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. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. Online entry webpage computer is the official time keeping device for the Promotion. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems.

b. Winners 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. SCORING

a. A Participant's score will determine whether a prize is won, and is based on the Participant's picks and predicted score of the designated tie-breaker game made during the professional football regular season.

b. Each Participant may (but is not required to) submit picks for each game during each week. For a pick to be eligible in a given week, the pick must be received at least five (5) minutes prior to kickoff of the applicable game (the "Deadline"). Picks may be revised prior to the Deadline. After the Deadline passes, a Participant will not be able to change or alter their picks. A Participant is not eligible to win a Weekly Prize for a given week if they fail to predict a winner for more than one game in that week. A Participant is only eligible to win the Grand Prize if they complete their picks for each game for at least 11 weeks.

c. If a Participant fails to pick a game, a pick will automatically be assigned to the Participant, which will be the team selected by the majority of Participants. If the unpicked game is the designated weekly tie-breaker game, predicted scores for the winning and losing teams will be automatically assigned to the Participant, which will be the average scores as determined by the predicted scores made by the remainder of the Participants.

d. If a game is canceled, postponed or forfeited for any reason, or if a game ends in a tie, no points will be awarded for that game. The point value for each game is one point per correct pick. The sum of a Participant's points from the combined 17 weeks is the Participant's total score for the season.

e. In the event of a tie for a weekly prize, the tie breaker will be determined as follows from among all tied participants: (a) the participant's predicted score from the winning team in that week's designated time-breaker game will be subtracted from the actual score obtained by the winning team, and the difference multiplied by itself, (b) the participant's predicted score from the losing team in that week's designated time-breaker game will be subtracted from the actual score obtained by the losing team, and the difference is multiplied by itself, (c) the result in (a) is added to the result in (b) to obtain the "Score Approximation." The participant with the lowest "Score Approximation" will be deemed the winner. If a tie remains, the winner will be selected at random from among those still tied.

f. In the event of a tie for the grand prize, the participant with the lowest total "Score Approximation" for week 17 will be declared the winner, then, if necessary, a random winner will be selected to break the tie.

5. PRIZES

a. Weekly Prizes – A maximum of seventeen (17) Weekly Prizes will be awarded. Each weekly winner will receive \$250.00 in King Soopers Gift Cards. The gift cards will be subject to the terms and conditions as set forth by the issuer of the gift cards. The gift cards will bear no expiration date. Approximate Retail Value ("ARV") of each Weekly Prize is \$250.00.

b. Grand Prize – One (1) Grand Prize will be awarded. The grand prize winner will receive \$5,000.00 in King Soopers Gift Cards. The gift cards will be subject to the terms and conditions as set forth by the issuer of the gift cards. The gift cards will bear no expiration date. Approximate Retail Value ("ARV") of the Grand Prize is \$5,000.00.

c. Unless otherwise specified in these Official Rules, all prizes or prize certificates may be picked during regular business hours up at the office of the Station located at 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111. Any Prize winner will forfeit any prize or prize certificate not claimed by January 31, 2018. 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.

d. There is no substitution, transfer or cash equivalent for prizes, except that the Station may, at its sole discretion, substitute prizes or cash of comparable value. The prizes are expressly limited to the item(s) listed above and, unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

6. WINNER SELECTION, NOTIFICATION AND CLAIM

a. Decisions of the Station management with respect to the Promotion are final.

b. Winners will be determined based upon the scoring as outlined in Section 4 of these Official Rules. A Participant will earn one (1) point for each game for which they correctly select the winning team. Each Participant will accumulate points from week to week during the professional football regular season, and the total number of points will be a Participant's overall score.

c. Weekly Prize Winners – One (1) Participant with the highest score in a given week will be deemed Weekly Prize winner for that week, subject to confirmation of eligibility. Weekly winners will be contacted via phone or email by the Friday following the week they win.

d. Grand Prize Winner. The Participant who achieved the highest overall score for the season will be deemed the Grand Prize winner, subject to confirmation of eligibility. The Grand Prize winner will be determined upon the completion of season play on Sunday, December 31, 2017. Grand prize winner will be contacted via phone or email by Wednesday, January 3, 2018.

e. Participants need not listen to the Station to win any of the prizes and are not required to be present to win.

f. Grand Prize winner must execute and return any required affidavit of eligibility and/or liability/publicity release by January 31, 2018 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 winner with the next highest score will be deemed the Grand Prize winner, subject to confirmation of eligibility. 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 Promotion-related activities, and a parent or legal guardian must claim the prize and sign any requisite releases on behalf of the minor child.

#### 7. CONDITIONS AND LIMITATION OF LIABILITY

a. Entrants and Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Promotion Rules, and by entering, participants agree to be bound to these official rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Promotion, 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 complete 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 Promotion, entrants and participants grant to the Promotion 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 promotion 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. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE PROMOTION 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 PROMOTION, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, 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, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PROMOTION-RELATED OR PRIZE-RELATED ACTIVITY.**

e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Promotion winner (and any travel companion(s) or guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Promotion 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 Promotion.

f. If for any reason this Promotion 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 Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion 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.

g. 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 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 reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.

h. The Station reserves the right to make changes in the rules of the Promotion, 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 Promotion and shall not be required to award a substitute prize.

## 8. DISCLAIMER

a. Promotion Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Promotion 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 Promotion, 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 Promotion 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 entrants' 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 Promotion 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 Promotion Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Promotion or to perform under these 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 Promotion, in its sole discretion. Promotion Entities make no warranty, guarantee, or representation of any kind concerning any prize, and PROMOTION ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

## 9. PRIVACY

a. By use of the Station's website or by entering the Promotion through the Station's website, you agree to the website's Terms of Use Agreement located at [www.1043thefan.com](http://www.1043thefan.com) and to the use of your personal information as described in the Privacy Policy located at [www.1043thefan.com](http://www.1043thefan.com).

## 10. RULES AND WINNERS LISTS

a. For a copy of the official rules of the Promotion, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Promotion Period to KKFN-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111, Attn: The 2017 King Soopers Fan Football Pick'em Rules. For the names of the prize winners send a SASE for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion 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).