



2018 Sports Radio 104.3 The Fan's Brakes Plus 5k Bracket Challenge
OFFICIAL RULES FOR LOCAL CONTEST

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.

DATES/CONTEST COMPONENTS:

- A. These rules govern 2018 Sports Radio 104.3 The Fan's Brakes Plus 5k Bracket Challenge Contest (the "Contest") being conducted by Station KKFN-FM (the "Station"). The Contest will begin on March 12, 2018 at 12:01 am Mountain Time ("MT") and will end on April 2, 2018 at 10:00 pm MT.

ELIGIBILITY:

- A. The Contest is open to all Colorado residents who are 18 years of age or older. Employees of the Station, the Station's licensee, Bonneville International, dba Bonneville Denver, Brakes Plus, The Urology Center of Colorado, Twin Peaks Restaurants, Denver Auto Show, Colorado Automobile Dealers Association, Tucker Financial, Apple Vacations, UPICKEM, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies (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 Contest. This Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- 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. Contestants must have a UPICKEM account to participate in the Contest. UPICKEM accounts are free. To create an account, visit www.1043thefan.com and follow the Contest links.
- D. 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. The Station will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

HOW TO ENTER:

- A. To participate in the Contest, visit www.1043thefan.com and follow the links and instructions to enter the Contest and submit your first name and last name, complete address, city, state, zip code, telephone number, date of birth, valid email address and college basketball tournament picks (as set forth below) in the online entry form. Only one online entry per person is permitted. An entrant may use only one 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. 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 Contest. 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.
- a. **Full Bracket Game:** In the “Full Bracket” game, you pick the winner of each game of each round of the tournament prior to the start of the first full round of the tournament (the round of 64 teams) (hereafter referred to as the “First Round”). Select the team that you predict will win each game of the Men’s College Basketball Tournament and enter the score for the designated tie-breaker game. You may enter your picks until fifteen (15) minutes before the start of the first game of the First Round of the tournament. You will not be required to pick the winners of the “First Four” play-in games. Limit one (1) entry per person.

Each round of the tournament is worth up to 64 points. There are 6 rounds in the tournament worth up to 384 points. You will receive 2 points for each First Round game you pick correctly. You will receive 4 points for each Second Round game you pick correctly. You will receive 8 points for each Third Round game you pick correctly. You will receive 16 points for each Fourth Round game you pick correctly. You will receive 32 points for each Fifth Round game you pick correctly. You will receive 64 points for picking the winner of the Championship game. If a game is canceled, forfeited, or indefinitely suspended for any reason, that game shall not count for any participant and scores will be computed as if the game did not exist.

The participant with the highest total score for all rounds combined will be deemed the Full Bracket Grand Prize winner, subject to verification of eligibility.

In the event of a tie for the highest overall score, the “Score Approximation Formula” outlined below will be used to determine the Grand Prize winner.

- b. **16 Team Bracket Game:** In the 16 Team Bracket game, you pick the winner of each game of each round of the tournament remaining prior to the start of the third full round of the tournament (the round of 16 teams) (hereafter, the “Third Round”).

Select the team that you predict will win each game of the Men's College Basketball Tournament from the Third Round on and enter the score for the designated tie-breaker game. You may enter your picks until fifteen (15) minutes before the start of the first game of the Third Round. Limit one (1) entry per person.

Each remaining round of the tournament is worth up to 64 points. There are 4 rounds remaining in the tournament worth up to 256 points. You will receive 8 points for each Third Round game you pick correctly. You will receive 16 points for each Fourth Round game you pick correctly. You will receive 32 points for each Fifth Round game you pick correctly. You will receive 64 points for picking the winner of the Championship game. If a game is canceled, forfeited, or indefinitely suspended for any reason, that game shall not count for any participant and scores will be computed as if the game did not exist.

The participant with the highest total score for all rounds combined (Third Round through the Championship game) will be deemed the 16 Team Bracket Game winner, subject to verification of eligibility.

In the event of a tie for the highest overall score, the "Score Approximation Formula" outlined below will be used to determine the winner.

- B. 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.

PRIZE(S):

- A. **First Place Overall Prize for the Full Bracket Game:** A \$5,000.00 check from the Station. All prizes may be picked up at the office of the Station at the address below. Winner will be notified when their check is available for pick up. Check will expire ninety (90) days from the day when cut. The winner will forfeit any check not claimed and cashed within that period.
- B. **First Place Overall Prize for the 16-Team Bracket Game:** Travel accommodations for two (2) to Cancun ("CUN") for a three (3) night stay at Riu Cancun good at the time of issue through November 1, 2018 (blackout dates apply). ARV: \$2,000.00.
 - a. Trip is valid for 2 adults and includes 3-night accommodations, round-trip charter air, transfers to/from resort, all meals and drinks, non-motorized watersports and the services of an Apple Representative in resort. All travel and accommodations for this prize must be booked through Apple Vacations. Winner must read and agree to the Fair Trade Contract: <http://www.book.applevacations.com/ftc>. This Reservation Request Form must be received by email or fax at least 14 days prior to all requested departure dates and no more than 45 days prior to all requested departure dates. All requests not adhering to this guideline will NOT be processed. For any Dreams, Secrets, NOW, Sunscape, or Zoetry properties, please submit the form within 60 days of travel. Reservations must be made through Apple Vacations Promotions Department. Email your Reservation Request Form to ApplePromos@applevac.com. Or mail to: Apple Vacations Apple Promotional Bookings, 101 Northwest Point Boulevard, Elk Grove Village, IL 60007. All departure taxes, insurance, fees and fuel surcharges (approximately \$350-\$415 per person, subject to change) will be advised by Apple Promotional Bookings and must be paid by the traveler to Apple Vacations prior to departure. Additional air carrier baggage charges are the responsibility of the traveling passenger.

Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the traveling passenger. Restricted dates of travel include: 5 days prior to and after holidays such as Spring Break, Easter, Thanksgiving, Christmas, New Years, and other U.S. government holidays (i.e. Martin Luther King Day, President's Day, Memorial Day, etc.). Apple Vacations will mail or email travel vouchers for charter flight, transfers and hotel once payment has been received. Trips are subject to availability. Restrictions apply. Once Apple Vacations has confirmed a trip, no changes can be made. A cancellation will result in the forfeiture of this certificate. Travel must be completed within the redemption period noted on this form – no extensions allowed. Trip is non-refundable, non-transferable and cannot be exchanged for cash. Apple Vacations reserves the right to substitute the vacation with another on charter air and of equal value, equal Apple rating or within the same hotel chain should any unforeseen circumstance occur. Hotel to be determined by Apple Vacations. If winner contacts hotel or airline, trip will be forfeited in full. For hotel information, please log on to www.applevacations.com. Apple Vacations cannot provide upgrades on promotional rooms. Please ask upon arrival at front desk for cost of upgrade. All passengers must possess valid passport, and be at least 21 years old or traveling with a legal guardian. Apple Vacations Staff and Family Members are not eligible to win or travel. We regret we are unable to accept reservation requests by phone or in person. The parties are acting as independent contractors with respect to each other. Neither party undertakes by this Agreement, or otherwise, to perform any obligation of the other party. Neither party shall be construed as an employee, agent, legal representative, partner or joint venture of the other, or acting as the agent of the other in any respect, all other provisions of this Agreement, notwithstanding. Neither party shall have the authority to contract for or bind the other in any manner and shall not represent itself as an agent of the other party or as otherwise authorized to act for or on behalf of the other party.

- b. The Station will provide winner with a check of \$830.00 to cover taxes. Winner is responsible for paying the taxes. If taxes change before winner books trip, The Station will not cover anything above \$830.00.
- C. Any gift card/certificate will be subject to the terms and conditions as set forth by the issuer of the gift card/certificate. Gift cards/certificates are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will gift cards/certificates be replaced if lost or stolen.
- D. All prizes or prize certificates may be picked up at the office of the Station at the address below. The winner will forfeit any prize or prize certificate not claimed within thirty (30) days 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.
- E. 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.

WINNER SELECTION, NOTIFICATION & CLAIM:

- A. Decisions of the Station management with respect to the Contest are final. UPICKEM is the administrator all the calculation made and finalized to determine the winner in this Contest. UPICKEM's judgement and determination of the Winners is final.

- B. Each entrant's picks will receive a score based on the scoring formula set forth below.
- C. **Score Approximation Formula for the Full Bracket Game:**
- a. Subtract what the participant chose as the score for the winning team from the actual winning team's score and square this value.
 - b. Subtract what the participant chose as the score for the losing team from the actual losing team's score and squares this value.
 - c. Add the value from 1 and 2 above together to get the participant's "score approximation."
 - d. The tied participant with the lowest "Score Approximation" will be deemed the winner.
 - e. If there are still ties, the ties will be broken based on the following criteria in this order:
 - i. The most points earned in the Fifth Round.
 - ii. The most points earned in the Fourth Round.
 - iii. The most points earned in the Third Round.
 - iv. The most points earned in the Second Round.
 - v. The most points earned in the First Round.
- D. **Score Approximation Formula for the 16 Team Bracket Game:**
- a. Subtract what the participant chose as the score for the winning team from the actual winning team's score and square this value.
 - b. Subtract what the participant chose as the score for the losing team from the actual losing team's score and squares this value.
 - c. Add the value from 1 and 2 above together to get the participant's "score approximation."
 - d. The tied participant with the lowest "Score Approximation" will be deemed the winner.
 - e. If there are still ties, the ties will be broken based on the following criteria in this order:
 - i. The most points earned in the Fifth Round.
 - ii. The most points earned in the Fourth Round.
 - iii. The most points earned in the Third Round.
 - f. If there is still a tie, the winner will be randomly selected from the remaining tied players.
- E. The First Place Overall Prizes will be awarded to the contestants who have the highest overall score for all rounds, respectively, subject to the following condition.
- F. All prizes will be awarded upon confirmation of eligibility.
- G. The First Place Overall Prizes will be determined at the conclusion of the Tournament on April 2, 2018.
- H. You need not listen or be present to win.
- I. Winners must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days 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 winner will be selected based on the score formula. 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.

CONDITIONS & LIMITATIONS OF LIABILITY:

- A. Contestants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Contest 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 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 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 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. WINNERS AND CONTESTANTS 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 CONTEST, 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 CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.
- E. 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 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 Contest.
- F. 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.
- 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 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 reserves

the right to disqualify that entrant from entering and/or winning future Contests 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 Contest, 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.

DISCLAIMER:

- A. Promotion Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotional 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 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 Contest 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 Contest, 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, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law.

PRIVACY:

- A. By use of the Station's website or by entering the Contest through the Station's website, you agree to the website's Terms of Use Agreement located at www.1043thefan.com and to the use of your personal information as described in the Privacy Policy located at www.1043thefan.com.

RULES & WINNER 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 Station KKFN, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111 Attn: Sports Radio The Fan's 2018 Brakes Plus 5K Bracket Challenge rules. For the names of the prize winners send a SASE for receipt within 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).

Sponsors: UPICKEM, 317 North 11th Street, St Louis, MO 63101-1944

The Urology Center of Colorado, 2777 Mile High Stadium Cir, Denver, CO 80204

Brakes Plus Complete Auto Service, 6911 S Yosemite St #100, Centennial, CO 80112

Twin Peaks Restaurants, 8840 East Arapahoe Rd. Centennial, CO 80112

Apple Vacations, 101 Northwest Point Blvd, Elk Grove Village, IL, 60007

Colorado Automobile Dealers Association, 290 E. Speer Blvd, Denver, CO 80203