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2018 Sports Radio 104.3 The Fan's Listener Mock Draft
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.

1. DATES/CONTEST COMPONENTS:

- A. These rules govern 2018 Sports Radio 104.3 The Fan's Listener Mock Draft (the "Contest") being conducted by Station KKFN-FM (the "Station"). The Contest will begin on April 17, 2018 at 12:01 am Mountain Time ("MT") and will end on April 26, 2018 at 6:00 pm MT.

2. 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, Cooper Heating & Cooling, 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.

3. 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 (1) 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.
- i. **Making Picks:** Participants will be asked to type the player they think will be picked at each spot in the first round of the 2018 Professional Football Draft on April 26, 2018. Participants must include the full first and last name of each player. Picks must be submitted by 6:00pm MT on April 26, 2018.
 - ii. **Scoring:** For each pick selected correctly, 1 point will be awarded. If a participant selects Denver's first round pick correctly, they will be awarded 5 points. If Denver ends up having more than one first round pick, a participant will be awarded 5 points for each Denver selection picked correctly. The participant with the most accumulated points will be declared the winner. If there is a tie, the participant who selects Denver's first pick in the first round correctly will be declared the winner. If a tie still exists, all tied participants will be placed into a random drawing 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.

4. PRIZE(S):

- A. **Grand Prize:** A \$1,000.00 check from the Station and an autographed, framed John Elway jersey. Total approximate retail value of Grand Prize: \$1,700.
- B. 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.
- C. 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.

5. 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. All prizes will be awarded upon confirmation of eligibility.
- C. The Grand Prize will be determined at the conclusion of the first round of the 2018 professional football draft on April 26, 2018 based on the scoring method listed above.
- D. You need not listen or be present to win.
- E. 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.

6. 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.

7. 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.

8. 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.

9. 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: 2018 Sports Radio 104.3 The Fan's Listener Mock Draft 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
Cooper Heating & Cooling, 2705, 11780 Colmans Way, Broomfield, CO 80020