

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

X-Games Aspen 2019 Giveaway  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

Promotion Administrator: KKFN, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111

Promotion Sponsor: William Grant & Sons (Sailor Jerry Spiced Rum), 300 Park Ave S #600, New York, NY 10010

1. HOW TO ENTER

- a. These rules govern the X-Games Aspen 2019 Giveaway ("Promotion"), which is being conducted by KKFN ("Station"). The Promotion begins on Friday, January 4, 2019 at 4pm MT and ends on Sunday, January 13, 2019 at 8pm MT ("Promotion Dates").
- b. To enter the Promotion, entrant may enter on-site on the following dates and times at the following locations:
  - i. Argonaut Wine and Liquor located at 760 E. Colfax Ave., Denver, CO 80203 on Friday, January 4, 2019 from 4p-6p MT
  - ii. Blake Street Tavern located 2301 Blake St., Denver, CO 80205 on Sunday, January 6, 2019 from 3p-5p MT
  - iii. Argonaut Wine and Liquor located at 760 E. Colfax Ave., Denver, CO 80203 on Friday, January 11, 2019 from 4p-6p MT
  - iv. Esters Neighborhood Pub located at 1950 S. Holly St., Denver, CO 80222 on Sunday, January 13, 2019 from 6p-7:30p MT

Entrants will be asked to complete an official entry form (available while supplies last) with your first name and last name, complete address, city, state, zip code, home telephone number and date of birth, and put the entry form in the registration box. P.O. Boxes are not permitted. Only one (1) entry per person is permitted per event listed above. One (1) grand prize qualifier will be randomly selected from each of the events listed above. Each winner will be qualified for the Grand Prize and be notified to attend the Grand Prize

Event on Sunday, January 13, 2019 by 7:45pm MT. The Station is not responsible for lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries. Failure to provide all required information may result in disqualification.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Station may change the dates and/or terms of the Promotion without prior notice. Any material changes will be broadcast on the Station and/or posted on its website: [www.1043thefan.com](http://www.1043thefan.com). The Promotion is open to legal U.S. residents, 21 years of age and older, residing in CO. Employees or agents of the Station, Bonneville International Corporation, other area radio stations or any entity associated with the Promotion, as well as members of the same household of any such employee or agent may not participate. There is no purchase necessary to enter or win.

## 3. PRIZES

- a. Four (4) qualifying prizes will be awarded. Each qualifying prize consists of one (1) X-games branded Skateboard and a \$100 gift card to Coloradoland Tire & Service. The Approximate Retail Value ("ARV") of the qualifying prize(s) is \$200. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s).
- b. One (1) grand prize(s) will be awarded in the Promotion. The grand prize consists of the following: Two (2) Four-Day Winter X-Games 2019 VIP Platinum Passes which allows you access to the exclusive Platinum Tower at the base of the SuperPipe. Platinum Pass holders also receive a limited-edition merchandise item, preferred access to all musical performances, athlete meet & greets plus a private tour, a single day all-mountain lift pass and photo on the SuperPipe with the course builder. Three-night lodging for two (2) checking in on Thursday, January 24, 2019, and checking out on Sunday, January 27, 2019 at a Hotel to be determined by the Station in Aspen, CO in a standard room with two beds. Winner will be required to put down a credit card for incidentals, and anything the winner purchase beyond the accommodations. Approximate retail value of the prize: \$5,000.00. Actual value may vary based on dates of travel. Any difference between stated value and actual value will not be awarded. Certain restrictions may apply and is subject to hotel availability. Advanced reservations are required. If the winner(s) cannot travel on date(s) specified by the Station, the winner may be disqualified, and an alternate winner will not be selected. Travel arrangements must be made through the Station or its designee. Prize(s) is subject to availability. If the winner(s) cannot travel on date(s) specified by the Station, the winner(s) may be disqualified, and an alternate winner(s) may be selected (time permitting) at the Station's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals,

and tips, are the responsibility of the winner(s). The winner(s) and guest(s) must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Administrator or Sponsor, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). No refund or compensation will be made in the event of the cancellation or delay of any flight. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party.

- c. All sales, prize and other taxes, gratuities and any other incidentals associated with the prize 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 Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter, or performer. The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of any Internet promotion, game or contest, or the Internet portion of any promotion, game or contest. The Station, in its sole discretion, may award prizes to entries received by alternate means. Decisions of the Station/judges are final.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Four (4) qualifying prize winner(s) will be selected as described above in Section 1 of these Official Rules. Each qualifying winner will be invited to the Grand Prize Event at Esters Neighborhood Pub located at 1950 S. Holly St., Denver, CO 80222 on Sunday, January 13, 2019. All qualifiers will be required to appear at the Grand Prize Event beginning at 6pm MT and no later than 7:45pm MT to fill out a Grand Prize Entry Form. The four (4) Grand Prize Qualifying entry forms will be placed into the Grand Prize Entry box. Beginning at 7:45pm MT on Sunday, January 13, 2019. One (1) Grand Prize Qualifier entry form will be selected at a time. Once a Grand Prize Qualifier entry form has been selected, that Grand Prize Qualifier will be eliminated from the Grand Prize Event. The last remaining Grand Prize Entry Form in the Grand Prize Entry Box will be determined the winner.

- c. Odds of winning a qualifying prize depend upon the number of valid entries received at each event listed above. Odds of a qualifying prize winner winning the grand prize are 1 in 4.
- d. An entrant can only win one (1) qualifying prize and qualify for the Grand Prize Event one (1) time.
- e. Entrants to win a qualifying prize need not be present to win. Grand Prize Qualifiers must be present at the Grand Prize Event to win.
- f. Potential winner(s) will be notified of winning at the time of their winning phone calls. Potential grand prize winner will be notified of winning by telephone promptly following the grand prize 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 execute and return an affidavit of acceptance, eligibility, liability and publicity release 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 required 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 Promotion Administrator or Sponsor are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

- a. The Station's or its Promotion Administrator's computer or telephone system is the official time keeping device for this Promotion. 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 the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. 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 may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Administrator or Sponsor, 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(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Promotion webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- c. Calling the Station to participate in the Promotion constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Promotion may be taped without further permission from the caller. By entering the Promotion, all participants consent to the use of their name, photograph, likeness, biography, voice and/or video for advertising and promotional purposes, including online announcements, without limitation and without compensation.
- d. Each winner will be required to produce identification satisfactory to the Station. Each winner will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will be responsible for any taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc. The Promotion is void where prohibited by law. Anyone using fraudulent means to participate and/or win the Promotion will be disqualified.
- e. Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.
- f. In exchange for the right to participate in the Promotion, each participant agrees to release and indemnify the Station, and its officers, directors, agents, parent companies, subsidiaries and employees (the "Released Parties"), from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the participant's participation in the Promotion.
- g. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: [www.1043thefan.com](http://www.1043thefan.com), in person at the Station located at 7800 East Orchard Road, Suite 400, Greenwood Village,

CO 80111 during regular business hours or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.

## 6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's 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). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.