

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

2019 Sports Radio 104.3 The Fan's Brakes Plus 5k Bracket Challenge
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

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

1. HOW TO ENTER

- a. These rules govern the 2019 Sports Radio 104.3 The Fan's Brakes Plus 5k Bracket Challenge ("Contest"), which is being conducted by KKFN-FM ("Station"). The Contest begins on Friday, March 1, 2019 and ends on Monday, April 8, 2019 ("Contest Dates"). Entrants may enter via online only.
- b. To enter the Contest, entrant may enter online beginning on Friday, March 1, 2019 at 12:01 am Mountain Time ("MT") and ending on Thursday, March 21, 2019 at 10:00 am Mountain Time ("MT"). ("Entry Period") as follows:
 - i. To enter online, visit 1043thefan.com and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period outlined above. Online entrants are subject to all notices posted online including but not limited to the Station's Privacy Policy. Only one (1) entry per eligible person during the Entry Period regardless if entrant has more than one email address. Multiple participants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator.
- c. To qualify for the early registration prize, entrant must enter online between Friday, March 1, 2019 at 12:01 am MT and Sunday, March 17, 2019 at 3:59 pm MT.
- d. 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.

- i. 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 First Place Overall Grand Prize for the Full Bracket Game, 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.

- e. Only one (1) entry per person is permitted. There will be up to a total of one (1) winner selected in the Contest.

- f. 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.
- g. All online entries must be received by the end of the Entry Period.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of Colorado, eighteen (18) years of age or older, and who reside in one of the eleven (11) jurisdictions that makes up the listening area Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park and Elbert) Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Brakes Plus, The Urology Center of Colorado, Twin Peaks Restaurants, Denver Auto Show, Tullamore Dew, UPICKEM, respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. 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.
- d. 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.
- e. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- f. 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 entrant who does not meet the eligibility requirements and will also delete any entry as required by law.
- g. This Contest is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

3. PRIZES

- a. Two (2) prizes will be awarded to one (1) grand prize winner and one (1) early registration winner.
 - i. **First Place Overall Grand 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.
 - ii. **Early Registration Winner Denver Auto Show VIP Tickets:** One (1) early registration winner from all registrations received between Friday, March 1, 2019 at 12:01 am MT and Sunday, March 17, 2019 at 3:59 pm MT will be randomly selected to receive two (2) tickets to the 11th Annual Preview Gala at the Colorado Convention Center, 700 14th Street Denver, CO 80202, on Tuesday, March 26 at 7 P.M. MST. The Approximate Retail Value (“ARV”) of the prize(s) is \$250.00. Transportation costs are excluded in the given price. 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). Tickets are valid only on the date(s) printed on the tickets, and they are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. If a prize-related event 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 Station or the Contest 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). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize related event(s).
- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes 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 actions. The Station reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Station corrupt the

administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Station/judges are final.

- c. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Contest are final.
- b. Each entrant's picks will receive a score based on the scoring formula set forth below.
 - i. **Score Approximation Formula for the Full Bracket Game:**
 - Subtract what the participant chose as the score for the winning team from the actual winning team's score and square this value.
 - Subtract what the participant chose as the score for the losing team from the actual losing team's score and squares this value.
 - Add the value from 1 and 2 above together to get the participant's "score approximation."
 - The tied participant with the lowest "Score Approximation" will be deemed the winner.
 - If there are still ties, the ties will be broken based on the following criteria in this order:
 - a. The most points earned in the Fifth Round.
 - b. The most points earned in the Fourth Round.
 - c. The most points earned in the Third Round.
 - d. The most points earned in the Second Round.
 - e. The most points earned in the First Round.

- c. **Score Approximation Formula for the 16 Team Bracket Game:**
 - i. Subtract what the participant chose as the score for the winning team from the actual winning team's score and square this value.
 - ii. Subtract what the participant chose as the score for the losing team from the actual losing team's score and squares this value.
 - iii. Add the value from 1 and 2 above together to get the participant's "score approximation."
 - iv. The tied participant with the lowest "Score Approximation" will be deemed the winner.
 - v. If there are still ties, the ties will be broken based on the following criteria in this order:
 - The most points earned in the Fifth Round.
 - The most points earned in the Fourth Round.
 - The most points earned in the Third Round.

- If there is still a tie, the winner will be randomly selected from the remaining tied players.
- d. Odds of winning depend upon the number of eligible online entries received.
- e. The First Place Overall Prize will be awarded to the contestant who has 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 Prize will be determined at the conclusion of the Tournament on April 8, 2019.
- 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.
- j. Entries are specific to each designated Contest Period and will not be included in subsequent contests.
- k. In the event of a tie for a prize, the tie breaker will be determined from among all tied potential winner(s) by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.
- l. All prizes may be picked up at the office of the Station at 7800 E Orchard Road, Suite 400, Greenwood Village, CO 80111 between regular business hours of 8:30 a.m. 5:00 p.m.
- m. Potential winner(s) will be notified of winning by telephone at the time of the 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 must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms 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 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 Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

5. CONDITIONS

- a. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. 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 an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the 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 Contest. 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 may disqualify that entrant from entering and/or winning this and any or all future Station-administered contests 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 Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: 1043thefan.com within twenty-four (24) hours of the change and periodically thereafter. 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 does not have the obligation, to

cancel, terminate, suspend, or modify the Contest 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 Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- d. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Station at its sole discretion and on a case-by-case basis.
- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors,

employees, sponsors, agents and all others connected with them and the Contest.

- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Salt Lake City, Utah; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

6. 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

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

William Grant & Sons, The Glenfiddich Distillery, Dufftown, Banffshire AB55 4DH