

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.

2020 Old Chicago's Innings Music Festival Flyaway Contest
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-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111

Promotion Sponsor: Old Chicago's, 145 Union Blvd in Lakewood, CO 80228

1. HOW TO ENTER

- a. These rules govern the 2020 Old Chicago's Innings Music Festival Flyaway Contest ("Promotion"), which is being conducted by KKFN ("Station"). The Promotion begins on Saturday, February 22, 2020 at 3:00pm MT and ends on Saturday, February 22, 2020 at 5:00pm MT ("Promotion Dates").
- b. To enter the contest, entrant may enter on-site on the following date and times at Old Chicago Lakewood located at 145 Union Blvd, Lakewood, CO 80228:
 - i. Saturday, February 22, 2020, from 3:00pm MT - 5:00pm MT.
 - ii. Random grand prize drawing will take place Saturday, February 22, 2020, at the completion of the event at 5:00pm MT. Must be present to win.

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, cell 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 winner will be randomly selected from all entries received. 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 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. ONE (1) grand prize will be awarded. Grand Prize will consist of:
 - i. Roundtrip coach airfare for TWO (2) from Denver, Colorado to Phoenix, Arizona (or surrounding airports); departing on Friday, February 28, 2020, and returning on Monday, March 2, 2020;
 - ii. Hotel accommodations for THREE (3) nights in the Phoenix area (hotel TBD and hotel reservations will be based on double occupancy);
 - iii. ONE (1) pair of tickets to a Spring Training Game at Salt River Fields in Scottsdale, Arizona date/time TBD; and
 - iv. TWO (2) two day passes to the Innings Music Festival at Tempe Beach Park in Tempe, Arizona on February 29, 2020 through March 1, 2020.

Approximate Retail Value ("ARV") of Grand Prize is \$1,400.00.

- b. All sales, ground transportation, prize and other taxes, gratuities and any other incidentals associated with the prize are the sole responsibility of the prize winner(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, NOTIFICATION & CLAIMING PRIZE

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

- b. ONE (1) grand prize winner will be randomly selected from all eligible entries as described above in Section 1 of these Official Rules. All entrants MUST BE PRESENT for a chance to win at the conclusion of the event on Saturday, February 22, 2020 at 5:00pm MT. Random grand prize drawing will take place at the completion of the event at 5:00pm MT. If person randomly drawn is not present, Station will randomly draw until they have a grand prize winner. Grand prize winner randomly drawn must be able to travel February 28, 2020 thru March 2, 2020. If unable to travel during these dates, grand prize will be forfeited and alternate prize will not be awarded.
- c. Odds of winning the grand prize depends upon the number of valid entries received at the event listed above.
- d. An entrant can only qualify ONE (1) time for the grand prize.
- e. The grand prize winner must be able to claim his/her prize in person at the Station, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111, on Monday, February 24, 2020, between 8:30am-4pm to verify that he/she is the qualified winner and to book the travel to Phoenix, Arizona for grand prize winner and guest. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or right to claim the prize and the grand prize will not be awarded and no alternate prize awarded. Upon notification or notification attempt, the winner 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. 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 on Monday, February 24, 2020 by 4:00pm MT, 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. 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, 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. 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.