

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.

The 2020 King Soopers Fan Football Pick'em

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-FM, 7800 East Orchard Road, #400, Greenwood Village, CO 80111.

Contest Sponsor: King Soopers, 65 Tejon Street, Denver, CO 80223.

1. HOW TO ENTER

- a. These rules govern the 2020 King Soopers Fan Football Pick'em ("Contest"), which is being conducted by KKFN-FM 104.3 The Fan ("Station"). The Contest begins on August 27, 2020 and ends on January 3, 2021, or if the professional football league cancels or postpones their regular football season, whichever occurs first ("Contest Dates"). Entrants, as defined below, may enter via online only.
- b. To enter the Contest, Entrant may enter online beginning on August 27, 2020 at 6:00 a.m. (MDT) and ending on January 3, 2021 at 6:15 p.m. (MST) ("Entry Period") as follows:
 - i. To participate in the Contest, visit www.1043thefan.com, and follow the links and instructions to enter the Contest by submitting your first name, last name, complete address, city, state, zip code, telephone number, date of birth and a valid email address in the online entry form. Entrants must create a UPICKEM game account specifically for this Contest. Entrants can do so for free by visiting www.1043thefan.com and following the Contest links. Online Entrants are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Only one (1) online entry per Entrant per week is permitted. As part of each weekly entry, an Entrant must pick which professional football team will win the listed professional football games for that week and the final score of the designated tie-breaker game. Picks may only be submitted via the UPICKEM links on the www.1043thefan.com website. Entrants may use only one (1) email address for purposes of entry in this Contest. Online entries will be deemed made by the authorized account holder, as defined below, of the email address submitted at the time of entry. Multiple Entrants

are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by Station. 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.

- ii. Winners 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.
- c. Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process, but membership/participation is not required to enter the contest.
- d. Only one (1) online entry per Entrant per week is permitted. There will be up to a total of seventeen (17) weekly winners (“Weekly Prize Winner(s)”) and one (1) grand prize winner (“Grand Prize Winner”) selected in the Contest.
- e. 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 Denver Metropolitan listening 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 at any time, even if such individuals meet the age and residency requirements above: (i) any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) 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 (iii) 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. Unless the Station otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest or Station event from any of the Bonneville International Radio Stations are subject to the following restrictions: Persons who have won prize valued up to \$100 in the thirty (30) days prior to entering the Contest are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior

to entering the Contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the Contest are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.

- d. To claim a prize, the Weekly Prize Winners and Grand Prize Winner must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. 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.
- f. This Contest is subject to all applicable federal, state, and local laws and regulations. By participating and/or acceptance of prize(s), 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. A maximum of seventeen (17) weekly prizes will be awarded. Each Weekly Prize Winner will receive one (1) \$250.00 in King Soopers gift cards. The gift cards will be subject to the terms and conditions as set forth by the issuer of the gift cards. The gift cards will bear no expiration dates. The Approximate Retail Value (“ARV”) of each weekly prize is \$250.00.
- b. One (1) grand prize will be awarded. The Grand Prize Winner will receive one (1) \$5,000.00 in King Soopers gift cards. The gift cards will be subject to the terms and conditions as set forth by the issuer of the gift cards. The gift cards will bear no expiration date. The Approximate Retail Value (“ARV”) of the grand prize is \$5,000.00, unless the professional football season is cancelled or postponed due to health concerns. If the professional football season is cancelled or postponed the grand prize will be pro-rated as discussed in Section 4(f) below. The weekly prizes and grand prize will collectively be referred to hereinafter as “prize” or “prizes.”
- c. The Weekly Prize Winners and Grand Prize Winner 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). The prizes 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.

- d. As indicated above, all sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the Weekly Prize Winners and Grand Prize Winner. Prizes are not transferable or exchangeable and may not be substituted, except by Contest Sponsor for reasons of unavailability, in which case, a prize of equal value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prizes. 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 and Contest Sponsor are final.
- e. 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. SCORING/TIE BREAKER

- a. An Entrant's score will determine whether a prize is won, and is based on the Entrant's picks and predicted score of the designated tie-breaker game made during the regular professional football season.
- b. Each Entrant may (but is not required to) submit picks for each game during each week. For a pick to be eligible in each week, the pick must be received at least five (5) minutes prior to kickoff of the applicable game (the "Deadline"). Picks may be revised prior to the Deadline. After the Deadline passes, an Entrant will not be able to change or alter their picks. Entrants are not eligible to win a weekly prize for a given week if they fail to predict a winner for more than one (1) game in that week. Entrants are only eligible to win the grand prize if they complete their picks for each game for at least eleven (11) weeks.
- c. If an Entrant fails to pick a game, a pick will automatically be assigned to the Entrant, which will be the team selected by the majority of Entrants. If the unpicked game is the designated weekly tie-breaker game, predicted scores for the winning and losing teams will be automatically assigned to the Entrant, which will be the average scores as determined by the predicted scores made by the remainder of the Entrants. The point value for each game is one (1) point per correct pick. The sum of an Entrant's points from the combined seventeen (17) weeks is the Entrant's total score for the season.
- d. In the event of a tie for a weekly prize, the tie breaker will be determined as follows from among all tied Entrants: (i) the Entrant's predicted score from the winning team in that week's designated tie-breaker game will be subtracted from the actual score obtained by the winning team, and the difference multiplied by itself; (ii) the Entrant's predicted score from the losing team in that

week's designated tie-breaker game will be subtracted from the actual score obtained by the losing team, and the difference is multiplied by itself; and (iii) the result in (i) is added to the result in (ii) to obtain the score approximation. The Entrant with the lowest score approximation will be deemed the Weekly Prize Winner. If a tie remains, the Weekly Prize Winner will be selected at random from among those still tied.

- e. In the event of a tie for the grand prize, the Entrant with the lowest total score approximation for week seventeen (17) will be declared the Grand Prize Winner, then, if necessary, a random Grand Prize Winner will be selected to break the tie.
- f. If a game is canceled, postponed or forfeited for any reason, or if a game ends in a tie, no points will be awarded for that game and the Weekly Prize Winner will still be determined as set forth in these Official Rules. If a tie breaker game is cancelled, postponed, or forfeited and there is a tie, the Weekly Prize Winner will be chosen randomly. If an entire week of game play is cancelled or postponed, the weekly prize for that week will be determined in a random drawing of all eligible Entrants who submitted game picks for that week prior to the week's cancellation in accordance with these Official Rules. If the entire regular professional football season is cancelled before any games are played, the station will end the Contest and no prizes will be awarded. If at any point after the regular professional football season commences, the remainder of the regular professional football season is cancelled, the Station will end the Contest and award prizes as follows, the Entrant with the highest total points accrued for the games that are actually played will be selected as the Weekly Prize Winner and Grand Prize Winner. In the event of a tie, the Entrant with the lowest score approximation at the time the Contest ends will be deemed the Weekly Prize Winner and Grand Prize Winner. If a portion of the regular professional football season is cancelled after the season commences, the grand prize amount will be pro-rated as follows: the number of games played will be divided by seventeen (17) multiplied by the ARV of the grand prize. For example, if the professional football season were to be cancelled on week five (5) the grand prize amount would be pro-rated as follows: $5/17 = .294 \times 5000 = \$1,470.59$. In this example the Grand Prize Winner would be awarded \$1,470.59 in King Soopers gift cards.

5. WINNER SELECTION AND NOTIFICATION AND CLAIM

- a. Decisions of the Station management and Contest Sponsor with respect to the Contest are final.
- b. Weekly Prize Winners and Grand Prize Winner will be determined based upon the scoring as outlined in Section 4 of these Official Rules. An Entrant will earn one (1) point for each game for which they correctly select the winning team. Each Entrant will accumulate points from week to week during the professional

football regular season, and the total number of points will be an Entrant's overall score.

- c. Weekly Prize Winners. One (1) Entrant with the highest score in each week will be deemed Weekly Prize Winner for that week, subject to confirmation of eligibility. Weekly Prize Winners will be contacted via phone or email by the Friday following the week they win.
- d. Grand Prize Winner. The Entrant who achieved the highest overall score for the season will be deemed the Grand Prize Winner, subject to confirmation of eligibility. The Grand Prize Winner will be determined upon the completion of regular professional football season on Sunday, January 3, 2021. Grand Prize Winner will be contacted via phone or email by Thursday, January 7, 2021.
- e. Entrants do not need to listen to the Station or be present to win.
- f. Weekly Prize Winners and Grand Prize Winner must execute and return any required affidavit of eligibility and/or liability/publicity release by January 31, 2021 or prize will be forfeited. If a potential Weekly Prize Winner or Grand Prize 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 Weekly Prize Winner or Grand Prize Winner forfeits the prize and an alternate Weekly Prize Winner or Grand Prize Winner with the next highest score will be deemed the Weekly Prize Winner or Grand Prize Winner, subject to confirmation of eligibility. Unless otherwise permitted by the Station, each Weekly Prize Winner and Grand Prize Winner must pick up or claim his or her prize within thirty (30) days of winning, as directed by the Station, including in-person, if public health conditions permit at the office of the Station located at 7800 East Orchard Road, #400, Greenwood Village, CO 80111 between regular business hours of 8:00 a.m. (MT) to 5:00 p.m. (MT), Monday through Friday. If public health conditions do not permit a Weekly Prize Winner or Grand Prize Winner to claim the prize in person within thirty (30) days, the Station will coordinate with the Weekly Prize Winner or Grand Prize Winner to confirm their identity remotely and to deliver the prize by mail or other means of delivery. A prize cannot be claimed by third parties on behalf of the Weekly Prize Winner or Grand Prize Winner. If a Weekly Prize Winner or Grand Prize Winner choose to have a prize shipped, the Weekly Prize Winner or Grand Prize Winner will be required to sign a release that the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.

4. 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 multiple entries 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 computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all 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: www.1043TheFan.com within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any Contest Sponsor location is closed, or competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, including but not limited to, the professional football season being cancelled or postponed due to public health concerns, 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 Weekly Prize Winner and Grand Prize Winner will be required to produce identification satisfactory to the Station. For example, each Weekly Prize Winner and Grand Prize Winner will be required to sign an IRS Form W-9 and verify their identity either in person or through email, DocuSign, or videoconference, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each Weekly Prize Winner and Grand Prize 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 Weekly Prize Winner or Grand Prize Winner to 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 losses or damages, including but not limited to, personal injury or communicable diseases sustained or incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto, 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 Weekly Prize Winner or Grand Prize Winner including any results thereof such as changes in services or location necessitated by same; or (vii) 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 the closure of any Contest Sponsor location, the professional football league cancelling or postponing their regular football season, acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Station's or Contest Sponsor's sole control. Upon awarding the prize, the Station or Contest Sponsor will have no further obligation to Weekly Prize Winners or Grand Prize Winner.

- g. Except where prohibited, by entering the Contest, each Entrant agrees that: (i) 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 Greenwood Village, Colorado; (ii) 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 (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Colorado law governs the interpretation and construction of these Official Rules and all aspects related thereto.

5. PRIVACY

- a. By participating in the Contest and/or acceptance of prize(s), 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. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

6. COPY OF OFFICIAL RULES

- a. Any violation of these rules may result in disqualification. Consistent with Section 1(d), only one (1) entry per week, per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) entry per day by using the same email address, Twitter, Facebook, or Instagram account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter, Facebook, or Instagram accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such Entrant(s) will be disqualified.
- b. 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, #400, Greenwood Village, CO 80111, during regular business hours 8:30 a.m. (MT) to 5:00 p.m. (MT), Monday through Friday, or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.