

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.

2020 Sack Cecil Contest

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, Suite 400, Greenwood Village, CO 80111.

Sponsor: Co's BMW Center, 4150 Byrd Drive, Loveland, CO 80538.

1. HOW TO ENTER

- a. These rules govern the 2020 Sack Cecil Contest ("Contest"), which is being conducted by KKFN-FM 104.3 The Fan ("Station"). The Contest begins on Monday, August 31, 2020 at 6:00 a.m. (MDT), and ends on January 4, 2021 at 9:00 a.m. (MST), or when 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, the person entering the Contest ("Entrant") may enter online beginning on Monday, August 31, 2020 at 6:00 a.m. (MDT), and ends Monday, December 28, 2020 at 11:59 p.m. (MDT) ("Entry Period") as follows:
- c. To enter the Contest the Entrant must visit www.1043TheFan.com and follow the links and instructions to enter the Contest and submit their first name and last name, postal code, telephone number, date of birth and a valid email address. Only one (1) online entry, per week, per Entrant is permitted. Each week throughout the 2020 professional football season, one (1) Entrant will be randomly selected from all eligible online entries to compete against Cecil Lammey in a weekly fantasy football contest ("Selected Weekly Entrant"). Online Entrants are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. An Entrant 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. Online 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.

i. **Making Picks:** The Selected Weekly Entrant will be asked by the Station to pick the following eight (8) professional football players out of all available professional football players:

- One (1) Quarterback
- Two (2) Running Backs
- Two (2) Wide Receivers
- One (1) Tight End
- One (1) Defense
- One (1) Kicker

Picks must be submitted by the Selected Weekly Entrant to the Station via email at info@1043thefan.com by 5:00 p.m. (MT) on Wednesday of each week during the Entry Period or the Selected Weekly Entrant will be disqualified. In the event that the Selected Weekly Entrant doesn't submit their picks timely or is found to be ineligible, the Station will contact another Selected Weekly Entrant from all online entries. Once the Selected Weekly Entrant and/or Cecil Lammey have submitted their picks to the Station, they will not be allowed to alter their picks after submission. The Station will post the Selected Weekly Entrant's picks, along with Cecil Lammey's picks at [www.1043TheFan.com/fantasy prior to kick off of the first game of each week](http://www.1043TheFan.com/fantasy_prior_to_kick_off_of_the_first_game_of_each_week).

ii. **Scoring:** Scoring for the Contest will go as follows:

- One (1) point for every ten (10) yards rushing/receiving
- One (1) point per reception
- One (1) point for every twenty (20) yards passing
- Four (4) points for a touchdown pass
- Six (6) points for a rushing/receiving touchdown
- One (1) point for an interception
- One (1) point for a sack
- One (1) point for a fumble recovery
- Six (6) points for a defensive touchdown
- One (1) point for every extra point made
- Three (3) points for every field goal made

The Station will score both the selected Entrants picks, as well as Cecil Lammey's picks. If the selected Entrant scores more points that week than

Cecil Lammey, or ties Cecil Lammey, they will win the weekly qualifying prize and qualify for a chance to win the grand prize.

- d. Only one (1) online entry per week, per Entrant is permitted. Only one (1) Selected Weekly Entrant will be selected each week during the Entry Period. There will be up to a total of seventeen (17) weekly qualifying prize winners (“Weekly Qualifying Prize Winner(s)”) and one (1) grand prize winner (“Grand Prize Winner”) selected in the Contest.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all persons who are legal U.S. residents of the state of Colorado, twenty-one (21) 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 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 Qualifying Prize Winners and Grand Prize Winner must have internet access to provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number online.

- 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 accepting 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. PRIZE(S):

- a. **Weekly Qualifying Prize:** Up to seventeen (17) weekly qualifying prizes will be awarded. The weekly qualifying prize is one (1) \$100 gift card to Del Frisco's Double Eagle Steak House located at 8100 East Orchard Rd., Denver, CO 80111. 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 the weekly qualifying prize is \$100.00.
- b. **Grand Prize:** One (1) grand prize will be awarded. The grand prize is one (1) trip for the Grand Prize Winner and one (1) guest to the BMW Performance Driving Center located at 86-050 Jasper Lane, Thermal, CA 92274. Trip includes the following:
 - One (1) day admission to the BMW Performance Driving School for Grand Prize Winner and one (1) guest. Includes breakfast and lunch.
 - Roundtrip airfare for two (2) from Denver, CO to Palm Springs, CA.
 - A two (2) night stay at La Quinta Resort & Club (owned by Waldorf Astoria).
 - One (1) \$350.00 Visa Gift Card to cover: Rent-a-Car, parking at Denver International Airport, any other food not specified above, etc.
 - The ARV of the grand prize is \$3,250.00. If the professional football season is cancelled or postponed, the Contest will end and the Grand Prize Winner will be selected in a random drawing of all Weekly Qualifying Prize Winners. The weekly prizes and grand prize will collectively be referred to hereinafter as "prize" or "prizes."
 - The Grand Prize Winner and one (1) guest must be twenty-one (21) years of age or older, provide a valid driver's license and proof of insurance. Trip must be completed by **January 4, 2022**. Blackout dates and other restrictions may apply. Travel arrangements will be made by a representative from the BMW Performance Driving Center.
- c. The prizes do not include transportation or rental car, travel insurance, hotel room service, gratuity, parking fees, laundry service, meals, except as specified above, merchandise or souvenirs, local or long distance telephone calls, service charges, taxes or any other cost or expense not expressly stated herein. Any difference between stated ARV and actual value will not be awarded.

Certain restrictions may apply and are subject to hotel availability. Advanced reservations are required. The Grand Prize Winner and guest must be twenty-one (21) years of age or older, provide a valid driver's license and proof of insurance. Prize(s) is subject to availability. If applicable, the Grand Prize Winner may be required to present a valid credit card upon hotel check-in to cover any incidental expenses incurred during the Grand Prize Winner's stay. The Weekly Qualifying Prize Winners, Grand Prize Winner and the Grand Prize Winner's guest(s) must sign an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms. The prizes are not refundable or transferable and may not be substituted or exchanged for cash or credit at any time, nor will prize elements be replaced if lost or stolen. Prize elements may not be sold to a third party.

- d. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including the closure of the prize related location or Contest Sponsor's location due to weather, disease, epidemic, pandemic, national or regional emergency, or for any reason beyond the control of the Station or Contest Sponsor, their sole responsibility to the Weekly Qualifying Prize Winners or Grand Prize Winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Station or Contest Sponsor, in their sole discretion, reserves the right to deny entry to or to remove the Grand Prize Winner and/or the Grand Prize Winner's 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).
- e. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prize are the sole responsibility of the Weekly Qualifying Winners and Grand Prize Winner. The prizes consist only of the elements expressly set forth above; no other elements or expenses are included in the prize and all such expenses are the sole responsibility of the Weekly Qualifying Winners and Grand Prize Winner. As noted above, prizes are not transferable or exchangeable and may not be substituted, except by Station for reasons of unavailability, in which case, a prize of equal value will be awarded. The Station and Contest Sponsor assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. 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.
- f. 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 AND CLAIM

- a. Decisions of the Station management and Contest Sponsor with respect to the Contest are final.
- b. There will be up to a total of seventeen (17) Weekly Qualifying Prize Winners and one (1) Grand Prize Winner determined based upon the scoring as outlined in Section 1 of these Official Rules.
- c. Odds of being selected as a Selected Weekly Entrant to compete against Cecil Lammey depend upon the number of eligible online entries. Odds of a Selected Weekly Entrant winning a qualifying prize depend upon if he or she scores more points that week than Cecil Lammey, or ties Cecil Lammey. Odds of a Weekly Qualifying Winner being selected as the Grand Prize Winner are at least one (1) in seventeen (17).
- d. In the event of any tie, the tie breaker will be determined from among all tied potential winners, either Weekly Qualifying Prize Winners or Grand Prize Winners. The Station will at their sole discretion, make the final decision by selecting a winner at random between all the tied potential winners. Decisions of the Station and Contest Sponsor are final and binding.
- e. All prizes will be awarded upon confirmation of eligibility online.
- f. Selected Weekly Entrants that compete against Cecil Lammey will be selected each Tuesday at 9:00 a.m. (MDT/MST) during the Entry Period. The Selected Weekly Entrant will be notified by the Station and given instructions on how to submit their weekly picks. The Grand Prize Winner will be selected from all Weekly Qualifying Prize Winners at 9:00 a.m. (MST) on Monday, January 4, 2021. If there are no Weekly Qualifying Prize Winners during the Entry Period, based upon the scoring as outlined in Section 1 of these Official Rules, all Selected Weekly Entrants will be put into a random drawing for a chance to win the grand prize.
- g. Entrants do not need to listen to the Station or be present to win.
- h. As indicated above, Weekly Qualifying Prize Winners and Grand Prize Winner, along with the Grand Prize Winner's guest, must execute and return any required affidavit of eligibility and/or liability/publicity release online within thirty (30) days of winning or the prize will be forfeited. If a potential Weekly Qualifying 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 Qualifying Prize Winner or Grand Prize Winner forfeits the prize and an alternate Weekly Qualifying Prize Winner or Grand Prize Winner will be selected, subject to confirmation of eligibility.

- i. Unless otherwise permitted by the Station, each Weekly Qualifying 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 Qualifying Prize Winner or Grand Prize Winner to claim the prize in person within thirty (30) days, the Station will coordinate with the Weekly Qualifying 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 Qualifying Prize Winner or Grand Prize Winner. If a Weekly Qualifying Prize Winner or Grand Prize Winner chooses to have a prize shipped, the Weekly Qualifying Prize Winner or Grand Prize Winner, along with the Grand Prize Winner's guest, 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.

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 multiple entries 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 the 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 prize related location or Contest Sponsor location is closed, or competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled due to weather, disease, epidemic, pandemic, national or regional emergency, 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 accepting 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 Qualifying Prize Winner and Grand Prize Winner will be required to produce identification satisfactory to the Station. For example, each Weekly Qualifying Prize Winner and Grand Prize Winner, along with the Grand Prize Winner's guest, 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 Qualifying 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 Qualifying 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 Qualifying Prize Winner(s), Grand Prize Winner (and Grand Prize Winner's guest if applicable) 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 Qualifying 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.

6. PRIVACY

- a. By participating in the Contest and/or accepting 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

7. 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 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 on the Station's website: www.1043thefan.com, or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.