



**KOSI 101.1 Universal Orlando Resort™ Fall Getaway**

**10/02/17 – 11/03/17**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

All federal, state and local regulations apply.

**1. Dates**

These rules govern the KOSI 101.1 Universal Orlando Resort™ Fall Getaway Contest (the “Contest”) being conducted by KOSI 101 (the “Station”). The Contest will begin on Monday, October 2<sup>nd</sup>, 2017 at approximately 12:00 a.m. Mountain Time (“MT”) and will end on Friday, November 3<sup>rd</sup>, 2017 at approximately 10:00 a.m. MT (“Contest Period”).

**2. ELIGIBILITY**

- a. The Contest is open to all legal U.S. residents who are 18 years of age or older who have a valid driver’s license constituting a government issued identification card, have a major credit card, and who reside in Colorado. Employees, officers, directors, and agents of the Station, the Station’s licensee, Bonneville International, dba Bonneville Denver, KOSI, Universal City Development Partners Ltd. d/d/a Universal Orlando Resort (“Universal Orlando”), and their respective parent, subsidiary, and affiliated companies, their advertising or Promotional agencies, and participating sponsors (collectively, “Contest Entities”), other radio stations in the Denver metropolitan area, the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. “Immediate family” members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations may participate in this Contest. This Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.
- b. 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.
- c. 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 entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

**3. HOW TO ENTER**

- a. There are two (2) ways to participate in the Contest:
  - i. **KOSI 101 Smartphone App:** Open the KOSI 101 Smartphone App from a Smartphone device between October 2<sup>nd</sup>, 2017 at 12:00am MT through November 2<sup>nd</sup>, 2017 at 11:59pm MT. Click on the Universal Orlando Resort™ Fall Getaway graphic and follow the links and instructions to enter the contest.

If a Contestant does not have the KOSI 101 Smartphone App, they can download it for Free in the Apple App Store, or Google Play Store. Only one (1) KOSI 101 Smartphone App entry per person per day is permitted. A Contestant may use only one email address for purposes of entry in this Contest. KOSI 101 Smartphone App 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.

- ii. **On-Air:** Listen to the Station weekdays October 16<sup>th</sup>, 2017 through October 20<sup>th</sup>, 2017 between 12:00 noon MT and 12:59pm MT; October 23<sup>rd</sup>, 2017 through October 27<sup>th</sup>, 2017 between 4:00pm and 4:59pm MT; and October 30<sup>th</sup>, 2017 through November 3<sup>rd</sup>, 2017 between 9:00am and 9:59am MT for the KOSI 101.1 Universal Orlando Resort™ Fall Getaway Song of the Day. Each weekday of the contest, Station will announce the song title and artist of that day's Song of the Day at approximately 7:00am MT. The cue to call will be when the complete KOSI 101.1 Universal Orlando Resort™ Fall Getaway Song of the Day begins to play. The 10<sup>th</sup> caller to get through to the Station contest line at 303.290.1011 will win a qualifying prize and be qualified to win the On-Air Grand Prize upon confirmation of eligibility ("On-Air Qualifier"). At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers, and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected, or is found to be ineligible, the next eligible caller that successfully completes the eligibility requirements will be determined the winner of the qualifying prize and become an On-Air Qualifier.
- b. There is no limit to the number of times a listener may attempt to call in, but a listener may be an On-Air Qualifier only once per week during the Contest period.
  - c. The Station is not responsible for telephone service outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent an individual from completing their telephone call.
  - d. Each winner and their guest will be required to sign a participant release and provide a copy of their valid driver's license. The winner will also be required to fill out a 1099, provide their complete address, SSN, date of birth and phone number to claim a prize.
  - e. Due to delays in the Station's online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating

in on-air promotions; the Station is not responsible for these delays or for difficulty receiving or listening to the Station's internet stream.

#### 4. PRIZE(S)

- a. Fifteen (15) On-Air Qualifying prizes will be awarded:
  1. The On-Air Qualifying prize for October 16<sup>th</sup>, 2017 through October 27<sup>th</sup>, 2017 is two (2) tickets to Victorian Horrors Haunted House at the Molly Brown House in Denver, CO valid October 20<sup>th</sup>, 2017, October 21<sup>st</sup>, 2017, October 27<sup>th</sup>, 2017 or October 28<sup>th</sup>, 2017 between 6pm-9pm. Each On-Air Qualifier will receive a code to use to choose which performance they would like to see on valid dates above. Approximate Retail Value ("ARV") of the On-Air Qualifying prize is \$75.00.
  2. The On-Air Qualifying prize for October 30<sup>th</sup>, 2017 through November 3<sup>rd</sup>, 2017 is two (2) tickets to a Shania Twain concert at Pepsi Center in Denver, CO on Friday, July 18<sup>th</sup>, 2018. Approximate Retail Value ("ARV") of the On-Air Qualifying prize is \$100.00.
- b. There will be four (4) total Grand Prizes ("Prizes") awarded. There will be one (1) KOSI 101 Smartphone App Grand Prize Winner and three (3) On-Air Grand Prize Winners. The KOSI 101 Smartphone App Grand Prize Winner and the On-Air Grand Prize Winners will receive the same prize consisting of: a four (4) day, three (3) night trip for Winner and up to three (3) guests ("Guests") to Universal Orlando Resort™ in Orlando, Florida ("Trip"). Trip will include: round trip economy class air transportation for Winner and up to three (3) Guests from a major commercial airport near Winner's home (as determined by Universal Orlando in their sole discretion) to Orlando, FL; three (3) nights standard hotel accommodation (one room, quadruple occupancy, room and tax only) at Loews Sapphire Falls Resort or at another on-site hotel (as determined by Universal Orlando in their sole discretion); non-exclusive ground transportation to and from airport and hotel in Orlando, FL; 3-Day 3-Park Park-to-Park tickets for admission to Universal Studios Florida and Universal's Islands of Adventure theme parks and Universal's Volcano Bay water theme park, for Winner and up to three (3) Guests; and admission to one (1) Blue Man Group Show (exact date and time to be determined by Universal Orlando in their sole discretion) for Winner and up to three (3) Guests. The Fair Market Value ("FMV") of Prize is Three Thousand Seven Hundred Forty-Five and 93/100 Dollars (\$3,745.93). **Trip must be completed by November 3<sup>rd</sup>, 2018 or Prize will be forfeited.** Travel dates and arrangements are subject to air travel, holiday, blackout dates, and other prize and travel restrictions. Travel dates are subject to Universal Orlando and Sponsor approval. Reservations are subject to availability. Trip must be booked at least sixty (60) days prior to intended departure date. If Winner elects to partake in any or all portions of his/her Prize with fewer than the allotted number of Guests or no Guest, [the Prize will be awarded to Winner and each participating Guest and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation.](#) All elements of the Prize must be redeemed at the same time, and no changes will be permitted [after](#) confirmation [of any redemption.](#) If Winner is between the ages of eighteen (18) and twenty-one (21), he/she must be accompanied by an adult of at least twenty-one (21) years of age in order to check into the on-site

hotel. Unless child or ward of Winner or one of the allotted Guests, each Guest must be eighteen (18) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as the Winner. FMV of Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated FMV and final FMV of Prize will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, baggage, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of Winner. Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, baggage fees, and security charges. Winner and Guests are responsible for obtaining, at their own expense, any necessary travel documentation (i.e. valid photo identification, visas, passports, etc.) prior to travel. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through Universal Orlando.

- c. The grand prize will be fulfilled by Universal Orlando. Grand prize winners will be contacted by Universal Orlando after accepting the grand prize. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.
- d. Prize is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station or Universal Orlando (solely at their discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Contest Entities are not responsible for winners' limitations that prevent acceptance or use of prize. Other restrictions may apply.
- e. Contestants may only win one (1) Grand Prize throughout the Contest period.

#### **5. WINNER SELECTION, NOTIFICATION AND CLAIM**

- a. Decisions of the Station management with respect to The Contest are final.
- b. One (1) KOSI 101 Smartphone App Grand Prize winner chosen from entries received via the KOSI 101 Smartphone App on November 3<sup>rd</sup>, 2017 at approximately 9am MT. KOSI 101 Smartphone App qualifying will end on November 2<sup>nd</sup>, 2017 at 11:59pm MT.
- c. One (1) On-Air Grand Prize winner will be randomly selected from the five (5) On-Air Qualifiers and announced at the end of each week on Friday, October 20<sup>th</sup>, 2017 at approximately 9:45 a.m. MT, Friday, October 27<sup>th</sup>, 2017 at approximately 9:45 a.m. MT, and Friday, November 3<sup>rd</sup>, 2017 at approximately 9:45 a.m. MT.
- d. All Grand Prize winners will be notified via a phone call from the Promotions Department.
- e. Odds of becoming an On-Air Qualifier depend on the number and order of phone calls received. Odds of an On-Air Qualifier winning the On-Air Grand Prize are 1/5. Odds of

winning the KOSI Smartphone App Grand Prize depend on the number of valid entries received.

- f. Listeners must listen to the Station for a chance to win the On-Air Grand Prize, or download the KOSI Smartphone App for a chance to win the KOSI Smartphone App Grand Prize. Qualifiers and Grand Prize winners need not be present to win.
- g. At the time of winning, selected Contestants will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers, and date of birth in order to be eligible to win. The Sponsors are not responsible for telephone service outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent an individual from completing their telephone call. Due to delays in the Station's online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air Contests; the Station is not responsible for these delays or for difficulty receiving or listening to the Station's internet stream.
- h. Each winner must execute and return any required affidavit of eligibility and/or liability/publicity release when picking up the prize 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. 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.

## **6. CONDITIONS AND LIMITATIONS OF LIABILITY**

- a. Entrants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Contest Rules, and by entering, participants agree to be bound to these official rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Contest, without regard to that jurisdiction's choice of law rules. Notwithstanding the foregoing, all disputes arising out of or relating to any person's use of, or participation in, the Grand Prize itself shall be resolved by applying the laws of Florida, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in state or federal courts within Orange County, Florida. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.
- b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed Form W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.

- c. By entering the Contest, entrants and participants grant to the Contest Entities the right to publicize the participant's name, photograph, video, image, likeness, voice, statements, hometown (city and state), and biographical information for advertising, trade, and Contest purposes in any media now or hereafter known worldwide in perpetuity without compensation and without opportunity for review, except where prohibited by law. The Station, in its sole discretion, may require each winner (and guest, if applicable) to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- d. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE CONTEST ENTITIES, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.
- e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Contest winner (and any travel companion(s) or guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Contest Entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Contest.
- f. If for any reason this Contest cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Station that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Contest. If the Contest is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.
- g. The Station, in its sole discretion, reserves the right to disqualify any person not abiding by the official rules, or for tampering with the entry process or the operation of the Station's website. 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 reserves the right to disqualify that entrant from entering and/or winning future Contests and to prosecute and seek damages to the fullest extent permitted by law. 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.

- h. The Station reserves the right to make changes in the rules of the Contest, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. 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 not the obligation, to cancel, terminate, suspend or modify the Contest and shall not be required to award a substitute prize.

## **7. DISCLAIMER**

- a. Contest Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and Contest agencies, and all others associated with the development and execution of this Contest are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Contest, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Contest or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical or other errors in the printing, the offering, or the Administration of the contest or in the announcement of a prize; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; or (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Contest Entities, their affiliated, parent, and subsidiary companies, advertising and Promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Rules. In

the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Contest, in its sole discretion. Contest Entities make no warranty, guarantee, or representation of any kind concerning any prize, and CONTEST ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law.

#### **8. RULES AND WINNER LISTS**

- a. For a copy of the official rules of the Contest, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Contest Period to KOSI Contests: 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111, Attn: KOSI 101.1 Universal Orlando Resort™ Fall Getaway Rules. For the names of the prize winners send a SASE for receipt within 60 days following the end of the Contest Period to the attention of Contest Winner Lists at the above address. In either case please be sure to specify the name of the Contest for which you are requesting the rules or winners list. Official rules and winner lists (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at [www.kosi101.com](http://www.kosi101.com)

Sponsor: KOSI – 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111

Prize Providers: Universal Orlando are prize providers only in this Contest; are not sponsors of this Contest, and are not responsible for the administration or execution of the Contest.