



**2018 KOSI Father's Day Musical Chairs  
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**

- a. These rules govern the 2018 KOSI 101.1 Father's Day Musical Chairs promotion (the "Promotion") being conducted by KOSI (the "Station"). The Promotion will begin on Monday, June 4, 2018 at approximately 6:00 a.m. Mountain Daylight Time ("MDT") and will end on Sunday, June 17, 2018 at approximately 1:00 p.m. MDT ("Promotion Period").

**2. ELIGIBILITY**

- a. The Promotion is open to all legal U.S. residents who are 18 years of age or older and who reside in the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park and Elbert). Employees, officers, directors, and agents of the Station, the Station's licensee, Bonneville International, dba Bonneville Denver, KOSI, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and any other participating sponsors (collectively, "Promotion 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. Officers, directors, and employees (and members of their household or immediate family, i.e., parents, children, spouse, siblings, grandparents, the "steps" of each and persons residing in such immediate family members' household) of Sponsor, Elitch Gardens, their respective parent, related affiliated and subsidiary companies, their advertising promotion and web design agencies, all other entities involved in the creation, administration, or fulfillment of the Sweepstakes and their respective successors and assigns are not eligible to enter or win.
- c. Proof of age, identity and eligibility must be furnished to Station upon request. All entry information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry.

- d. 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. To participate in the Promotion, visit [www.KOSI101.com](http://www.KOSI101.com) between June 4, 2018 at 12:00 p.m. MT and June 13, 2018 at 11:59p.m. MT and follow the links and instructions to enter the Contest and submit your first name and last name, zip code, telephone number, date of birth, gender and a valid email address. Only one (1) entry per person is permitted. An entrant may use only one (1) email address for purposes of entry in this Contest. Fifty (50) online qualifiers will be selected to win four (4) tickets to Elitch Gardens for June 17, 2018 and be invited to participate in the Grand Prize Event upon confirmation of eligibility (“Qualifier”). Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address, and all multiple entries from the same email address shall be disqualified. 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.
- b. 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.
- c. Each winner 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.
- d. 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. HOW TO WIN**

- a. Decisions of the Station management with respect to the Promotion are final.
- b. All Qualifiers, subject to verification of eligibility and compliance with these Contest rules, will be invited to participate in the Grand Prize Event on Sunday, June 17, 2018 at Elitch Gardens located at 2000 Elitch Cir, Denver, CO 80204 (the “Grand Prize Event”).
- c. A Qualifier may, subject to approval by Station in its sole discretion, designate another eligible person to participate in the Grand Prize Event on their behalf (“Designated Representative”); provided, however, that any Designated Representative shall be required to sign a Station participation waiver and release agreement “as is” confirming that, among other things, Designated Representative is not entitled to win or to make any

- claim on any of the prizes awarded in this contest. Qualifiers may not have more than one (1) Designated Representative participate in the Grand Prize Event on their behalf.
- d. IN ORDER TO PARTICIPATE IN THE GRAND PRIZE EVENT, QUALIFIERS (AND THEIR DESIGNATED REPRESENTATIVE IF APPLICABLE) MUST ATTEND THE GRAND PRIZE EVENT IN PERSON AND CHECK-IN WITH STATION STAFF NO LATER THAN 11:30 am (MT) on June 17, 2018. Any Qualifier (or their Designated Representative if applicable) arriving after this deadline will be disqualified from the Contest and will not be allowed to participate in the Grand Prize Event. Qualifiers (and their Designated Representative if applicable) must present a valid government-issued photo ID and will be required to sign a Release “as-is” at check-in. Any Qualifier (or their Designated Representative if applicable) who refuses to sign the Release and/or provide a social security number will not be permitted to participate in the Grand Prize Event. In the event that only one (1) Qualifier (and their Designated Representative if applicable) is present at and registered to participate in the Grand Prize Event prior to the deadline, he/she will be declared the Winner and the Grand Prize Event will not take place.
  - e. If all fifty (50) qualifiers are not in checked in and in attendance by 11:30 am (MT) park attendees will have an opportunity to register to win a reaming qualifying spot in the Grand Prize Event.
    - i. To enter on-site, complete an official entry form (available while supplies last) with your first name and last name, complete address, city, state, zip code, home telephone number and date of birth, and put the entry form in the registration box. Participants can enter once. All entries must be received by Sunday, June 17, 2018 at 11:50 am MT. The Station is not responsible for lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries.
  - f. At approximately 12:00 pm (MT), all Qualifiers present (or their Designated Representative(s) if applicable) will be asked to form a line, and the Grand Prize Event will proceed as follows:
    - i. Round 1: Qualifiers (or their Designated Representative(s) if applicable) will walk around a row or circle of chairs as music is played. There will be one less chair than the number of Qualifiers (and/or Designated Representative(s) if applicable) participating in the Grand Prize Event (i.e., if there are 50 Qualifiers (and/or Designated Representative(s) if applicable) present and registered to participate in the Grand Prize Event, there will be 49 chairs). At the time the music stops playing, each Qualifier (or their Designated Representative if applicable) must attempt to sit in a chair. The one (1) Qualifier (or their Designated Representative if applicable) who fails to locate and sit down in a chair (as determined in the sole discretion of Station personnel) will be eliminated from the Contest.
    - ii. Each subsequent Round: Following the elimination of one (1) Qualifier (or their Designated Representative if applicable) from the previous Round, one (1) chair will be removed from the row or circle of chairs, and the Grand Prize Event will continue in the same manner as described above in Section f (i) until there is only one (1) chair remaining.
    - iii. The one (1) Qualifier (or their Designated Representative if applicable) who is sitting in the last chair, as determined in the sole discretion of Station personnel, will be declared the one (1) Grand Prize Winner in this Contest (or if the

Designated Representative, then the Qualifier) and be eligible to receive the one (1) grand prize in this Contest (as described below), subject to verification of eligibility and compliance with the Contest rules. UNDER NO CIRCUMSTANCE SHALL DESIGNATED REPRESENTATIVE BE ENTITLED TO ANY PRIZE OR TO MAKE A CLAIM IN ANY PRIZE IN THIS CONTEST, EVEN IF SUCH DESIGNATED REPRESENTATIVE IS THE PERSON SITTING IN THE LAST CHAIR AS DESCRIBED ABOVE. IN THE EVENT A QUALIFIER'S DESIGNATED REPRESENTATIVE IS THE PERSON WHO IS SITTING IN THE LAST CHAIR AS DESCRIBED ABOVE, THEN THE QUALIFIER ON WHO'S BEHALF SUCH DESIGNATED REPRESENTATIVE WAS PARTICIPATING IN THE GRAND PRIZE EVENT SHALL BE THE GRAND PRIZE WINNER.

- g. Any Qualifier (or their Designated Representative if applicable) using violence, intimidation or other inappropriate action in an attempt to sit in a chair (as determined in the sole discretion of Station personnel) will be immediately disqualified and barred from further participation in the Contest.
- h. Qualifiers (and their Designated Representatives if applicable) hereby agree to strictly follow all instructions and directions given by Station personnel at the Grand Prize Event and understand that any intentional failure to comply with these Contest rules or procedures or instructions given by Station staff will result in immediate disqualification. In no event will any "deal-making" between Qualifiers (and/or their Designated Representatives if applicable) be permitted. Station reserves the right to disqualify any person that it suspects has participated in or offered or accepted any type of "deal-making" with respect to this Contest.
- i. Odds of becoming a Qualifier in this Contest depend upon the number of entries received. Odds of a Qualifier becoming the Grand Prize Winner in this Contest shall not exceed 1:50.
- j. The Grand Prize winner must execute required affidavit of eligibility and/or liability/publicity release on-site day of winning or prize will be forfeited. If a potential 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 winner forfeits the grand prize an alternate grand prize winner will not be selected. Unless otherwise permitted by the Station, winner must claim his or her grand prize in person, and a prize cannot be claimed by third parties on behalf of the winner.

## **5. PRIZES**

- a. Fifty (50) Qualifying Prizes will be awarded. Each Qualifying Prize is four (4) tickets to Elitch Gardens. (Approximate Retail Value: \$200.00).
  - i. No Refunds – No Rainchecks – No Exchanges  
The ticket is a non-transferable revocable license. It is not for resale and is void if altered. The tickets, if lost, stolen or destroyed will not be replaced nor will the purchase price be refunded. This ticket is valid only during normal operating hours and the park listed on the front (the "Park") reserves the right to change operating days and hours without notice. Contact the Park for a current operating schedule. Admission to certain rides, shows, attractions, special events and concerts in the park may require additional charge or be subject to pre-sold

admission and may have limited capacity. Tube and other rentals, merchandise, food, games and arcades require additional fees. Due to maintenance and other circumstances, certain rides and attractions (including new rides) may not be open to the public. The bearer of this ticket (the "Bearer") grants the Park the right to film/videotape/photograph Bearer on Park property for any purpose without payment or consideration thereof. Violation of Park rules or applicable local, state or federal law will result in expulsion without refund. The Park rules, in part, provide that inappropriate clothing or the use of offensive words, phrases, gestures or graphics are prohibited. Conduct that is disorderly, disruptive, may endanger others, or is in poor taste is also prohibited.

- b. The one (1) verified Grand Prize Winner of this Contest will receive the one (1) Grand Prize Package in this Contest, valued at approximately \$740, and consisting of:
  - i. Four (4) seats to the Colorado Rockies game on Monday, July 18, 2018 valued at \$180.
  - ii. Two (2) tickets to see Chicago / REO Speedwagon at Pepsi Center on Wednesday, June 20, 2018 valued at \$200.
  - iii. Four (4) 2018 season passes to Elitch Gardens (Expires October 30, 2018 Passes are valid for any regular operating day in 2018. Not valid for some special or private events). Approx. value \$280
  - iv. One (1) \$100 gift card to Sam's No. 3 diner.
  - v. Two (2) tickets to Blues Traveler at Red Rocks Amphitheatre on Wednesday, July 4, 2018 valued at \$90
  - vi. Two (2) tickets to Dave Matthews Band at Fiddler's Green Amphitheatre on Saturday, August 25<sup>th</sup>, 2018 valued at \$100
  - vii. Two (2) ticket to Josh Groban at Pepsi Center on Tuesday, October 30, 2018 valued at \$180
- c. No portion of prize may be redeemed for cash, or will be replaced if lost, stolen, or damaged.
- d. All prizes or prize certificates may be picked up at the office of the Station at the address below. The winner will forfeit any prize or prize certificate not claimed within five (5) business days of winning. 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
- e. Prize is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its 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. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize. Other restrictions may apply.

## **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 Promotion 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 Promotion, without regard to that jurisdiction's choice of law rules.

- 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 \$500 or more will be reported to the IRS.
- c. By entering the Promotion, entrants and participants grant to the Promotion 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 promotion 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 PROMOTION 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 PROMOTION, 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 PROMOTION-RELATED OR PRIZE-RELATED ACTIVITY.
- e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Promotion winner (and any travel companion(s) or guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Promotion 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 Promotion.
- f. If for any reason this Promotion 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 Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion 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 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 reserves the right to disqualify that entrant from entering and/or winning future Promotions 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 Promotion-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 Promotion, 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 Promotion and shall not be required to award a substitute prize.

## **7. DISCLAIMERS**

- a. Promotion Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Promotion 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 Promotion, 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 Promotion 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 Promotion 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 Promotion 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 Promotion, in its sole discretion. Promotion Entities make no warranty, guarantee, or representation of any kind concerning any prize, and PROMOTION 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 WINNERS LISTS**

- a. For a copy of the official rules of the Promotion, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Promotion Period to KOSI Promotions: 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111, Attn: Promotion Rules. For the names of the prize winners send a SASE for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion 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 101.1 – 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111  
Elitch Gardens - 2000 Elitch Cir, Denver, CO 80204