

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.

KOSI 101.1 Universal Orlando Resort™ Spring Giveaway

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: KOSI 101.1 - FM, 7800 E. Orchard Road #400, Greenwood Village, CO 80111

1. HOW TO ENTER

1. These rules govern the KOSI 101.1 Universal Orlando Resort™ Spring Giveaway 2019 ("Contest"), which is being conducted by KOSI 101.1 ("Station" or "Contest Sponsor"). The Contest begins on Monday, March 4, 2019 and ends on Friday, March 29, 2019 ("Contest Dates").
2. Participants can enter the Contest, beginning on Monday, March 4, 2019 at 10:00am (MST) and ending on Friday, March 29, 2019 at 11:59 pm (MSD) ("Entry Period").
3. **KOSI 101 Smartphone App:** Open the KOSI 101 Smartphone App from a Smartphone device between March 4, 2019 at 10:00am MT through March 28, 2019 at 11:59pm MT. Click on the KOSI 101.1 Universal Orlando Resort™ Spring Giveaway 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.

4. **On-Air:** Listen to the Station weekdays March 11, 2019 through March 15, 2019 between 12:00 noon MST and 12:59pm MST; March 18, 2019 through March 22, 2019 between 4:00pm and 4:59pm MST; and March 25, 2019 through March 29, 2019 between 9:00am and 9:59am MST for the KOSI 101.1 Universal Orlando Resort™ Spring Giveaway 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 MST. The cue to call will be when the complete KOSI 101.1 Universal Orlando Resort™ Spring Giveaway Song of the Day begins to play. The 10th 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.
5. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in, or may be disadvantaged in participating in, the Contest. Entrants should not rely on streamed broadcasts and are encouraged to listen to the Station on-air versus online. The Station is not responsible for any disadvantages or losses that result from online streaming delays of any nature, nor is station otherwise responsible for any delays in online streaming.
6. All entries must be received by the end of the Entry Period.

## 2. ELIGIBILITY RESTRICTIONS

1. 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 listening area Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park and Elbert) Void where prohibited or restricted by law.
2. The following individuals are NOT eligible to enter Station contests, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, Universal City Development Partners Ltd. d/b/a Universal

- Orlando Resort (“Universal Orlando”), or any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) 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 (3) 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.
3. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
  4. 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.
  5. This Contest is subject to all applicable federal, state and local laws and regulations. By participating, 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. Qualifying Prizes:

1. Fifteen (15) on-air qualifying prizes will be awarded. Each qualifying prize consists of two (2) tickets for winner and one (1) guest:
2. The on-air qualifying prize for March 11, 2019 through March 15, 2019 is two (2) tickets to Switchfoot at Fillmore Auditorium on March 30, 2019. Approximate Retail Value (“ARV”) of the on-air qualifying prize is \$100.00.
3. The on-air qualifying prize for March 18, 2019 through March 22, 2019 is two (2) tickets to P!NK at Pepsi Center on April 1, 2019. Approximate Retail Value (“ARV”) of the on-air qualifying prize is \$130.00.
4. The on-air qualifying prize for March 25, 2019 through March 29, 2019 is two (2) tickets to Shawn Mendes at the Pepsi Center on July 2, 2019. Approximate Retail Value (“ARV”) of the on-air qualifying prize is \$179.00.

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The winner(s) 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). Tickets are valid only on the date(s) printed on the tickets, and they 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. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Station or Contest Administrator or prize provider, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner(s) and/or 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).

### b. GRAND PRIZES:

- a. There will be four (4) Grand Prizes (“Grand Prize(s)”) awarded. Each Grand Prize Winner (“Winner”) will receive a four (4) day, three (3) night trip for Winner and up to three (3) guests (“Guests”, each a “Guest”) to Universal Orlando Resort™ in Orlando, Florida (“Trip”).
- b. 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 Universal Orlando Resort hotel (as determined by Universal Orlando in their sole discretion); non-exclusive ground transportation to and from airport and hotel in Orlando, FL; 3-Park 3-Day Park-to-Park tickets for admission to Universal Studios Florida, Universal’s Islands of Adventure 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.
- c. The Fair Market Value (“FMV”) of each Grand Prize is Three Thousand Eight Hundred Sixty-Four and 10/100 Dollars (\$3,864.10).
- d. Trip must be completed by March 29th, 2020 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 Station 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 Guests, 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 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. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the Grand Prize Winners.

- c. Prizes are not transferable or exchangeable and may not be substituted, except by sponsors or prize providers for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Station and Universal Orlando assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Station is not responsible for replacing tickets that have been awarded in the event of show cancellations as a result of weather, promoter, or performer actions. 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/judges are final.

#### 4. WINNER SELECTION AND NOTIFICATION

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1. Decisions of the Station management with respect to the Contest are final.
2. There will be four (4) Grand Prize winners for the entire promotion.
3. One (1) KOSI 101 Smartphone App Grand Prize winner chosen from entries received via the KOSI 101 Smartphone App on March 4, 2019 at approximately 10:00am MST. KOSI 101 Smartphone App qualifying will end on March 28, 2019 at 11:59pm MST.
4. 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, March 15, 2019 at approximately 12:45 p.m. MST, Friday, March 22, 2019 at approximately 4:45 p.m. MST, and Friday, March 29, 2019 at approximately 9:45 a.m. MST. Fifteen (15) on-air qualifying prize winner(s) and three (3) grand prize winner(s) will be selected on-air as described above in Section 1 of these Official Rules.
5. All Grand Prize Winners will be notified via a phone call from the Promotions Department.
6. Odds of winning an on-air qualifying prize depend upon the number and order of eligible phone calls received. Odds of a qualifying prize winner winning the grand prize are one (1) in fifteen (15) qualifying prize winners. Odds of winning a KOSI 101 Smartphone App prize depend on the number of entrants.
7. Winners must listen to the Station to win but do not need to be present to win. All prizes may be picked up at the office of the Station at 7800 East Orchard Road #400, Greenwood Village, CO 80111 between regular business hours of 8:00 a.m. 5:00 p.m.
8. Potential winner(s) will be notified of winning by telephone at the time of the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). The Station or Contest Administrator or Sponsor is not responsible for any

changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

1. 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 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 or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to 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.
2. 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.kosi101.com](http://www.kosi101.com) within twenty-four (24) hours of the change and periodically thereafter. 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 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.

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3. 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.
4. Each winner will be required to produce identification satisfactory to the Station. For example, winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each 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.
5. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Station, Universal Orlando, each of their respective 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 damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an 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.
6. 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 winner(s) (and winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible 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 acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
7. Except where prohibited, by entering the Contest, each entrant agrees that: (1) 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 Salt Lake City, Utah; provided, however, that claims for bodily injury, personal injury, or property damage arising out of the redemption, use, or misuse of any Grand Prize ("Grand Prize Claims") must be submitted to the jurisdiction and venue of the federal and state courts of the State of Florida, and construed and enforced in accordance with the laws of the State of Florida; (2) 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 (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 6. PRIVACY

1. By participating in the Contest, 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.kosi101.com](http://www.kosi101.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.

## 7. COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website [www.kosi101.com](http://www.kosi101.com), in person at the Station 7800 East Orchard Road #400, Greenwood Village, CO 80111 ,

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during regular business hours 8:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.

8. PRIZE PROVIDER: Universal Orlando is a prize provider of the Grand Prizes only in this Contest, is not a sponsor of this Contest, and is not responsible for the administration or execution of the Contest or the conduct of the draws.