

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

2019 Cooper Heating & Cooling Holiday Furnace Giveaway
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

Promotion Administrator: KOSI-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111

Promotion Sponsor: Cooper Heating, Cooling, Plumbing and Electrical, 11780 Colmans Way, Broomfield, CO 80020

1. HOW TO ENTER

- a. These rules govern the 2019 Cooper Heating & Cooling Holiday Furnace Giveaway (the "Contest") being conducted by KOSI-FM (the "Station"). The Contest will begin at 12:00am Mountain Time ("MT") on November 18, 2019 and will end on December 15, 2019 at 11:59pm MT.
- b. To participate in the Contest, visit www.kosi101.com between 12:00am MT on November 18, 2019 and 11:59pm MT on December 15, 2019 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. Entrants will also be asked to nominate someone they know in need of a new furnace. Entrants can either submit a written nomination. An entrant may use only one (1) email address for purposes of entry in this Contest. 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.

- c. Entries must be received between November 18, 2019 at 12:00am MT and December 15, 2019 at 11:59pm MT (“Entry Period”). Entries submitted outside the Entry Period will be deemed ineligible. Winners may be required to provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all legal U.S. residents (natural persons only) who are 21 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), except as noted below. Persons ineligible to win include those who do not reside in any of the counties listed above as well as employees, officers, directors, and agents of the Station, the Station’s licensee, Bonneville International, dba Bonneville Denver, KOSI, Cooper Heating & Cooling their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and any other participating sponsors (collectively, “Promotion Entities”), employees or other persons associated with other radio stations in the Denver Metropolitan area, and the members of their immediate families and those living in the same household of each (whether related or not) of any of those listed above. “Immediate family” members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations of any kind 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. PRIZES

- a. There will be one (1) Grand Prize Winner of the Contest. The Grand Prize consists of one (1) standard furnace and installation from Cooper Heating & Cooling. Cooper Heating & Cooling will not install to rental properties. Total Value of Prize: \$5,800. Recipient will be responsible for any additional costs over \$5,800. Prize must be redeemed by December 31, 2019. Installation schedule to be mutually agreed upon by recipient and Cooper Heating & Cooling.

- b. 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.

- c. No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. Prizing may be fulfilled by a third party fulfillment company. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided, are the sole responsibility of winner(s).

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.

- b. Judging of all valid entries received will conclude at 5:00pm MT on December 16, 2019. The submission from each entrant will be judged by a panel of judges from Cooper Heating, Cooling, Plumbing and Electrical. The submission will be judged on the following categories: creativity of submission and quality of submission.

- c. Winners will be called and notified they won by the Station Promotions Staff.

- d. Odds of winning a prize depend on the number of valid entries received and the judging based on the criteria set forth above.

- e. The winner must execute and return complete any required affidavit of eligibility and/or liability/publicity release within two (2) weeks of winning or prize will be forfeited. If a potential winner fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, the potential winner forfeits the prize and an alternate winner will not be selected. 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 Promotion-related activities, and a parent or legal guardian must claim the prize and sign any requisite releases on behalf of the minor child.

- f. Potential winner(s) will be notified of winning at the time of their winning phone calls. Potential grand prize winner will be notified of winning by telephone promptly following the grand prize 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 execute and return an affidavit of acceptance, eligibility, liability and publicity release 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 required 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 Promotion Administrator or Sponsor are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

5. CONDITIONS

- a. The Station's or its Promotion Administrator's computer or telephone system is the official time keeping device for this Promotion. 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 the text or 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 Promotion. 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 may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions 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 Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Administrator or Sponsor, 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(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Promotion webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

- c. Calling the Station to participate in the Promotion constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Promotion may be taped without further permission from the caller. By entering the Promotion, all participants consent to the use of their name, photograph, likeness, biography, voice and/or video for advertising and promotional purposes, including online announcements, without limitation and without compensation.
- d. Each winner will be required to produce identification satisfactory to the Station. Each winner will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will be responsible for any taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc. The Promotion is void where prohibited by law. Anyone using fraudulent means to participate and/or win the Promotion will be disqualified.
- e. Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.
- f. In exchange for the right to participate in the Promotion, each participant agrees to release and indemnify the Station, and its officers, directors, agents, parent companies, subsidiaries and employees (the "Released Parties"), from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the participant's participation in the Promotion.
- g. Any violation of these rules will result in disqualification. Copies of these rules are available at the Station's website: www.kosi101.com, in person at the Station located at 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111 during regular business hours or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.

6. PRIVACY

- a. By participating in the Promotion, 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. 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.