

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.

**2020 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 2020 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 16, 2020 and will end on December 21, 2020 at 5:00pm MT.
- b. To participate in the Contest, visit www.kosi101.com between 12:00am MT on November 16, 2020 and 11:59pm MT on December 20, 2020 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 or a video 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 16, 2020 at 12:00am MT and December 20, 2020 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.
- b. 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 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.
- c. To claim a prize, the person who has won a prize ("Winner") must have internet access to provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number online. 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 Entrant who does not meet the eligibility requirements and will also delete any entry as required by law.
- e. This Contest is subject to all applicable federal, state and local laws and regulations. By participating and/or acceptance of prize(s), Entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.
- f. 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) Daikin DM80SE 80% furnace and installation from Cooper Heating & Cooling. Cooper Heating & Cooling will not install to rental properties. Total Value of Prize: \$5,100. Recipient will be responsible for any additional costs over \$5,100. Prize must be redeemed by January 31, 2021. Installation schedule to be mutually agreed upon by recipient and Cooper Heating & Cooling.
- b. The Grand Prize Winner 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). The prize is 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, stolen, or damaged.
- c. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prize is the sole responsibility of the Grand Prize Winner. Prize is 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 assumes 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. Prizing may be fulfilled by a third party fulfillment company. Decisions of the Station and Contest Sponsor are final.
- d. 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 prize 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

- 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 21, 2020. 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. Grand Prize Winner must execute and return any required affidavit of eligibility and/or liability/publicity release online by Monday, December 28, 2020 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 online within the required time period, or if a prize or prize notification is returned as

undeliverable, the potential Grand Prize Winner forfeits the prize and an alternate Grand Prize Winner will be selected. Unless otherwise permitted by the Station, Grand Prize Winner must claim his or her prize online, and a prize cannot be claimed by third parties on behalf of the Grand Prize Winner.

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 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 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 Contest Sponsor location is closed, or competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, including the Station reserves the right, but 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 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.

- d. The Grand Prize Winner will be required to produce identification satisfactory to the Station. For example, Grand Prize Winner will be required to sign an IRS Form W-9 and verify their identity through email, DocuSign, or videoconference, affidavit of eligibility and release, including a publicity release, as prepared by the Station online prior to receiving the prize. The 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 any may receive an IRS Form 1099-Misc for all prizes won from the Station in any calendar year where the aggregate value of 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 the 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 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 participating 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 the 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) including any results thereof such as changes in services or location necessitated by same; (or (vii) if any part of Contest cannot be the closure of any Contest Sponsor location,

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 valid), 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 the Winner(s).

- 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.
- h. 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 Contest and/or acceptance of prize(s), Entrant agrees to the Station's Terms of Use Agreement and to use the 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 the 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(b), there is a limit of one (1) entry per Entrant, per method of entry indicated above that is permitted in this Contest. 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 at the Station's website: www.1043thefan.com, or by sending a request, along with a self-addressed, stamped envelope to the Station at 7800 East Orchard Road, #400, Greenwood Village, CO 80111.