

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.

KOSI 101.1 Melissa's BFF Club Contest
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

Contest Sponsor: The Orchard Town Center, 14697 Delaware Street, Suite 850, Westminster, CO 80023.

1. HOW TO ENTER

- a. These rules govern the KOSI 101.1 Melissa's BFF Club Contest (the "Contest") being conducted by KOSI 101.1 (the "Station"). The Contest will begin on Friday, October 16, 2020, at approximately 10:00 AM MT and will end on Monday, October 26, 2020 at approximately 9:00 AM MT ("Contest Period").
- b. Go to www.kosi101.com, follow the links, and enter full name, email, zip code, phone and date of birth to join Melissa's BFF Club between Friday, October 16, 2020, at approximately 10:00 AM MT, and Sunday, October 25, 2020, at approximately 11:59pm PM MT ("Entry Period") to be entered into a random drawing to win one (1) admission to The Orchard Town Center murder mystery drive-in on Thursday, October 29, 2020, 6:30 PM MT – 8:30 PM MT; \$20 gift card to a participating Orchard restaurant; and clue packet noted in Section 3 (i) upon confirmation of eligibility (Qualifier).
- c. All listeners that have joined Melissa's BFF Club prior to October 16, 2020 are already entered.
- d. A listener may join Melissa's BFF Club only once to be a qualifier during the Contest period.
- e. Winner must have internet access to claim the prize. Winner will be required to sign an affidavit of eligibility. The winner will also be required to provide their complete address, date of birth and phone number to claim a prize.

- f. 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 joining Melissa's BFF Club.

2. ELIGIBILITY RESTRICTIONS

- a. The Station may change the dates and/or terms of the Promotion without prior notice. Any material changes will be broadcast on the Station and/or posted on its website: www.KOSI101.com. The Contest is open to all persons who are legal U.S. residents of the State of Colorado, eighteen (18) years of age or older, and who reside in one of the thirteen (13) jurisdictions that makes up the listening area; Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park, Larimer, Weld and Elbert). Void where prohibited or restricted by law. Employees or agents of the Station, Bonneville International Corporation, other area radio stations or any entity associated with the Promotion, as well as members of the same household of any such employee or agent may not participate. There is no purchase necessary to enter or win.

3. PRIZES

- a. There will be one (1) Grand Prize awarded.
 - i. All listeners that join Melissa's BFF Club between Friday, October 16, 2020, at approximately 10:00 AM MT and Sunday, October 25, 2020, at approximately 11:59 PM MT; and those listeners that have joined Melissa's BFF Club prior to October 16, 2020 will be qualified for a chance to win the following: One (1) vehicle admission to the murder mystery drive-in at The Orchard Town Center on Thursday, October 29, 2020, 6:30 PM MT – 8:30 PM MT (admission is per vehicle; no limit on number of people per vehicle); \$20 gift card to a participating Orchard restaurant; and clue packet. Grand Prize Value: \$60.00.
- b. Must be 18 years of age or older. Not redeemable for cash, not transferable, may not be combined with another offer.
- c. Winners 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.
- d. No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. 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. Company is not the supplier or guarantor of any prize, unless otherwise specified. 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).

- e. The Grand Prize will be emailed to winner after confirmation of eligibility and winner has signed an affidavit of eligibility and release online. Winner will be notified when his/her prize will be emailed. The winner will forfeit the prize if the prize release forms are not signed off on online by 5:00 PM MT on Tuesday, October 27, 2020.
- f. There is no substitution, transfer or cash equivalent for prizes, except that the Station may, at its sole discretion, substitute prizes or cash of comparable value. The prize is expressly limited to the item(s) listed above and, unless otherwise expressly specified, does not include taxes, gratuities or any other expenses. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. The station will award one (1) Grand Prize from listeners that join Melissa's BFF Club during and prior to the Entry Period.
- c. The Grand Prize Winner will be randomly drawn by the Promotions Department no later than 10:00 AM MT on Monday, October 26, 2020. Grand Prize Winner will be contacted on Monday, October 26, 2020. Grand Prize Winner's contact information will be provided to the Contest Sponsor who will coordinate the email delivery of the Grand Prize to the Grand Prize Winner.
- d. Grand Prize Winner must execute and return any required affidavit of eligibility, W-9, and/or liability/publicity release online to claim the prize or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility, W-9, and/or liability/publicity release online 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 by completing all claim forms and releases online. Grand Prize Winner cannot claim the prize in person at the station, 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.

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. Grand Prize Winner must have internet access to claim the prize. Grand Prize Winner will be required to produce identification satisfactory to the Station online. Grand Prize Winner will be required to sign an affidavit of eligibility, release, and W-9 including a publicity release, online as prepared by the Station prior to receiving their prize. Grand Prize 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 or by sending a request, along with a self-addressed stamped envelope, to the Station at 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111.

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