

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.

2023 KYGO Secret Contest 5
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.

Contest Administrator: KYGO-FM, 7800 East Orchard Road, Suite 400, Greenwood Village, CO 80111.

1. HOW TO ENTER

- a. These rules govern the 2023 KYGO Secret Contest 5 ("Contest"), which is being conducted by KYGO-FM ("Station"). The Contest begins on Monday, May 29, 2023 and ends on Monday, June 26, 2023 ("Contest Dates"). Entrants, as defined below, may enter by entering any of the keywords said on-air via text and online only.
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter by entering the keywords said on-air via text message and online beginning Monday, May 29, 2023 from 7:05 a.m. (MDT) through 6:05 p.m. (MDT) every weekday (excluding holidays) through Friday, June 23, 2023 at 6:05 p.m. (MDT) ("Entry Period").
- c. To enter by texting in the keyword by text or online, tune in to the Station on weekdays beginning on Monday, May 29, 2023 through Friday, June 23, 2023, at approximately 7:05 a.m. MDT, 8:05 a.m. MDT, 9:05 a.m. MDT, 10:05 a.m. MDT, 11:05 a.m. MDT, 12:05 p.m. MDT, 1:05 p.m. MDT, 2:05 p.m. MDT, 3:05 p.m. MDT, 4:05 p.m. MD, 5:05 p.m. MDT, and 6:05 p.m. MDT for the hourly keyword to be announced. Upon hearing the keyword, the designated texter to get through to the Stations' contest text line at 303.713.0985 or enter the keyword online at www.kygo.com/secretcontest, will be entered into a drawing for that day's qualifying prize ("Qualifying Prize Winner") and be qualified for a chance to win one of the grand prizes ("Grand Prize Winner"). Entrants must submit the correct keyword for the hour by the beginning of the next hour. Entrants can only enter once per hour, regardless of method of entry. Each hour noted above will enter one entrant from combined text and online entries into that day's qualifying drawing. At the time of notifying a winner of the qualifying prize or the grand prize, Entrant will be required to provide all information requested including Entrant's full name, complete address (including zip code), day and evening phone numbers, email address, and date of birth in order to be eligible to win. P.O. Boxes are not permitted as

addresses. In the event that the selected qualifying prize winner is found to be ineligible, that entry will not win a prize and another Qualifying Prize Winner will be selected. There is no limit to the number of times an entrant may attempt to win a prize. There is no limit number of prizes an entrant can. Multiple Entrants are not permitted to share the same phone number, and only one phone number may be used per Entrant.

- d. 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 entry.
- e. Due to delays in the online streaming of the Stations' broadcast signals, 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 Stations on-air versus online. The Stations are not responsible for any disadvantages or losses that result from online streaming delays of any nature, nor are the Stations otherwise responsible for any delays in online streaming.

2. ELIGIBILITY RESTRICTIONS

- a. 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 eleven (11) jurisdictions that makes up the listening area in the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Clear Creek, Park, Kiowa, Weld, and Elbert). Residential property ownership is a condition of eligibility. Commercial properties are not eligible for this Contest. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, even if such individuals meet the age and residency requirements above: (i) any employees (i.e., full-time, part-time and/or temporary employees) of the Stations, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) 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 (iii) 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.
- c. To claim a prize, the Qualifying Prize Winners and Grand 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.

- d. Entrants are required to provide truthful information and the Stations will reject and delete any entry that it discovers to be false or fraudulent. The Stations 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), Entrants, Qualifying Prize Winners and Grand Prize Winner agree to comply with these Official Rules and the decisions of the Stations, which are final and binding in all respects.

3. PRIZES

- a. Twenty (20) qualifying prizes will be awarded. The Qualifying Prize consists of: One (1) \$50.00 Amazon gift card and two (2) tickets to KYGO's Birthday Bash Concert on July 1, 2023 at Fiddler's Green Amphitheatre in Denver, CO. The Approximate Retail Value ("ARV") of the qualifying prize is \$150.00.
- b. One (1) Grand Prize will be awarded which consists of the following: \$1,000.00 dollars. Retail Value ("ARV") of the Grand Prize is \$1,000.00.
- c. The Station will mail the one (1) Grand Prize to the Grand Prize Winner by mail with a paper check or via direct deposit to winner's bank account; winner's check or deposit can take 6-8 weeks to be received. Qualifying Prize for the twenty (20) winners will be mailed their prize by the Station.
- d. The Qualifying Prize Winners and 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 prizes 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, stolen, or damaged.
- e. As indicated above, prizes are not transferable or exchangeable and may not be substituted, except by the Stations for reasons of unavailability, in which case, a prize of equal value will be awarded. The Stations and Contest Sponsor assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prizes. The Stations reserve the right, in their sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Stations corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Stations and Contest Sponsor are final.
- f. **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 prizes 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, NOTIFICATION & CLAIMING PRIZE

- a. Decisions of Station management and Contest Sponsor with respect to the Contest are final.
- b. The prizes will be awarded upon confirmation of eligibility online.
- c. Each of the twenty (20) qualifying prize winners will be randomly selected from valid entries received from each individual day Monday – Friday during the contest duration. Each entrant will have up to two-hundred-forty (240) chances to qualify for a qualifying prize. The qualifying winners will be contacted by telephone the next day during each day of the contest period (starting May 29, 2023 – June 26, 2023) at 10:00 a.m. (MDT). Friday winners will be selected at 10:00 a.m. on the next business day.
- d. One (1) Grand Prize Winner will be randomly selected from the twenty (20) Qualifying Prize Winners as described above in Section 1 of these Official Rules. Grand prize drawing will take place on Monday, June 26, 2023 at 10:00 a.m. (MDT), The Grand Prize Winner will be contacted by telephone on the days noted above.
- e. Odds of qualifying for the grand prize depend upon the number and order of eligible texts/online entries received. Odds of a Qualifying Prize Winner winning the grand prize is one (1) in twenty (20).
- f. Winners must execute and return any required affidavit of eligibility and/or liability/publicity release online within thirty (30) days of winning 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 Winner forfeits the prize and an alternate Winner will be selected. Unless otherwise permitted by the Stations, Winner(s) must claim his or her prize online, and a prize cannot be claimed by third parties on behalf of the Winner.
- g. Public health conditions do not permit Winners to claim their prizes at the office of the Stations. Therefore, the Stations will coordinate with the Winners to confirm their identity remotely and to deliver prizes by mail or other means of delivery. Each Winner will be required to sign a release that the Stations and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping. In such cases, there is no purchase necessary to enter or win, except for reasonable postage and handling fees the amount of which shall not exceed \$1.50 plus the actual cost of postage to ship the prize.

5. CONDITIONS

- a. 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 multiple entries 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 Stations' discretion. The Stations' computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, all 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 Stations, in their 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 Stations make a good-faith determination that an Entrant has cheated or committed fraudulent activity in connection with a Contest, the Stations 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.
- b. The Stations reserve 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 Stations make material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Stations and/or posted on their websites: www.kygo.com within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Stations, any Contest Sponsor location is closed, or competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled due to weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, the Stations reserve 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.
- c. Calling the Stations regarding the Contest constitutes permission for the Stations 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. Each Qualifying Prize Winner and Grand Prize Winner will be required to produce identification satisfactory to the Stations. For example, Qualifying Prize Winners and Grand Prize Winner will be required to sign an IRS Form W-9 and verify their identify either in person or through email, DocuSign, or videoconference, affidavit of eligibility and release, including a publicity release, as prepared by the Stations online prior to receiving their prize. Each Qualifying Prize Winner and 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 and may receive an IRS Form 1099-Misc for all prizes won from the Stations 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 the Stations at their sole discretion and on a case-by-case basis.
- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by Entrants, Qualifying Prize Winners and Grand Prize 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 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 Entrants, Qualifying Prize Winners and Grand Prize Winner including any results thereof such as changes in services or location necessitated by same; or (vii) 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 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 invalid), 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 Stations or Contest Sponsor will have no further obligation to the Qualifying Prize Winners and Grand Prize Winner.

- 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.

6. PRIVACY

- a. By participating in the Contest and/or acceptance of prize(s), Entrant agrees to the Stations' Terms of Use Agreement and to the use of Entrant's personal information as described in the Privacy Policy located at: www.kygo.com. In the event of conflict between the Stations' Terms of Use Agreement and these Official Rules, the terms of these 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(d), there is a limit of one (1) entry per Entrant 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 Stations' websites: www.kygo.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.