

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.

THE FAN FLYAWAY TO THE PRO BASKETBALL CHAMPIONSHIP 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.**

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

1. HOW TO ENTER

- a. These rules govern THE FAN FLYAWAY TO THE PRO BASKETBALL CHAMPIONSHIP CONTEST ("Contest"), which is being conducted by KKFN-FM ("Station"). The Contest begins on Thursday, April 11, 2024 and ends on Thursday, May 23, 2024 ("Contest Dates").
- b. Beginning on Thursday, April 11, 2024 at 12:00am Mountain Time ("MT") and ending on Wednesday, May 22, 2024 at 12:00pm (MT) ("Entry Period"), visit [www.denversports.com](http://www.denversports.com) and follow the links and instructions to complete and submit the online entry form during the Entry Period outlined above to be placed into the entry pool. By entering, the person entering the Contest ("Entrant") will automatically be entered into all future Fan Flyaway contests conducted by the Station. If you entered previous Fan Flyaway contests, you are already entered into this Fan Flyaway contest.
- c. Entrants are subject to all notices posted online including, but not limited to, the Station's Terms of Use and Privacy Policy. Only one (1) entry per eligible Entrant will be allowed, regardless of whether Entrant has more than one email address. Entrants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Entries will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Station.
- d. Each weekday beginning Thursday, May 9, 2024 through Thursday, May 23, 2024 tune-in to the Station during the 7:00am MT, 9:00am MT, 11:00am MT, 12:00pm MT, 3:00pm MT and 5:00pm MT hours, the on-air hosts will announce the name of an Entrant randomly drawn from the entry pool. Upon announcement of an Entrant's name ("Preliminary Entrant"), the Preliminary Entrant will have ten (10) minutes to call the Station at 303-713-1043 to qualify for the grand prize.

- e. If a Preliminary Entrant does not call the Station within ten (10) minutes such entrant's name being announced, is disconnected before the Station confirms such entrant's identity, or is found to be ineligible, there will be no qualifier for the grand prize for the time slot in which such entrant's name was announced. There will be up to sixty-six (66) chances to qualify on-air for the grand prize.
- f. 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.
- g. Entries must be received by the end of the Entry Period.
- h. The Station is not responsible for telephone services outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent a Preliminary Entrant from completing the required telephone call.

## 2. ELIGIBILITY RESTRICTIONS

- a. 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 at the time of prize award, and who reside in one of the FIFTEEN (15) jurisdictions that make up the listening areas of the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, El Paso, Elbert, Gilpin, Jefferson, Kiowa, Larimer, Park and Weld). 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 Station, Bonneville International Corporation, other area radio stations, Contest Sponsor (if any), advertising and promotion agencies, and the respective parent entities, subsidiaries, and affiliated companies of each such employer; (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. Entrant must personally call in to be eligible to win a prize in this Contest and the Station reserves the right, in its sole discretion, to take any actions it feels may be reasonably necessary in order to verify that the Entrant calling is the correct Entrant. Substitute callers (e.g., friends, relatives, co-workers, etc.) are

not allowed and will result in disqualification at the sole discretion of the Station. The Station decisions in this regard shall be final.

- d. 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 up to \$100 in the thirty (30) days prior to entering the current Contest are not eligible to participate. Persons who have won a prize valued between \$101 and \$499 in the ninety (90) days prior to entering the current Contest are not eligible to participate. Persons who have won a prize valued between \$500 and \$999 in the six (6) months prior to entering the current Contest are not eligible to participate. Persons who have won a prize valued at \$1,000 or more in the twelve (12) months prior to entering the current Contest are not eligible to participate. These restrictions also apply to immediate household members of any qualifying prize winners or grand prize winner.
- e. To claim a prize, the winning Entrant must submit the following online: valid government-issued photo identification, complete address, date of birth, phone number, and Social Security Number.
- 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 Entrant who does not meet the eligibility requirements and will also delete any entry as required by law.
- g. This Contest is subject to all applicable federal, state, and local laws and regulations. By participating and/or accepting prize(s), 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. There will be one (1) grand prize awarded for the Contest. The grand prize consists of the following:
  - Roundtrip airfare departing Denver International Airport to a major airport near the location of the 2024 pro basketball championship game selected by the Station on dates to be selected by the Station.
  - One (1) room for two (2) nights at a hotel of the Station's choosing based on date/location of the 2024 pro basketball championship game selected by the Station.
  - Two (2) tickets to a 2024 pro basketball championship game selected by the Station.
  - One (1) \$500.00 Visa Gift Card.
  - Ground transportation is not provided.

- b. The Approximate Retail Value (“ARV”) for the grand prize is \$4,100. Actual value may vary based on the dates of travel. Any difference between the stated value and the actual value will not be awarded. 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). The prize consists only of the elements expressly set forth above; no other elements or expenses are included in the prize and all such expenses are the sole responsibility of the winner(s). Prizes are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for credit at any time, nor will they be replaced if lost or stolen. Advanced reservations are required. The Grand Prize winner’s guest must be twenty one (21) years of age or older. Certain travel restrictions may apply. Travel arrangements must be made through the Station or its designee. If Grand Prize Winner cannot travel on date(s) specific by Station, the Grand Prize Winner may be disqualified, and an alternate Grand Prize Winner may be selected (time permitting) at the Station’s sole discretion. All other costs not specifically stated herein, including, but not limited to, taxes, meals, and tips, are the responsibility of the Grand Prize Winner. Travel must be round trip. Station will determine itinerary and airline, if applicable, in its sole discretion. The Grand Prize Winner and guest must travel on the same itinerary and are responsible for obtaining all required travel documents. If applicable, the Grand Prize Winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the Grand Prize Winner’s stay. The Grand Prize Winner and guest must sign an IRS Form W-9, affidavit of acceptance, eligibility, liability, and publicity release, if applicable. If a prize cannot be awarded or used or a prize-related event cannot take place as scheduled, for reasons outside the Station’s control, including, but not limited to, promoter or performer actions, as cancellation, preemption, postponement, bankruptcy, or unavailability due to the closure of a Contest Sponsor’s location, if applicable, or weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any other reason beyond the control of the Station, the Station’s 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). Upon awarding the prize(s), the Station will have no further obligation to the winner(s).
- c. As indicated above, all sales, prizes and other taxes, gratuities and any other incidentals associated with the prize(s) are the sole responsibility of the winner(s). As noted above, prizes are not transferable or exchangeable and may not be substituted, except by the 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, or other technical 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 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 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 the Station with respect to the Contest are final.
- b. Sixty-six (66) Preliminary Entrants will be announced on-air as described above in Section 1 of these Official Rules.
- c. The grand-prize winner will be selected by a random drawing on May 23, 2024.
- d. Odds of being a Preliminary Entrant depend on the total number of entries received, and odds of being the grand-prize winner depend on the total number of Preliminary Entrants who successfully qualify to win the grand prize.
- e. Winners must listen to the Station to win but do not need to be present to win.
- f. Winners will be notified of winning by email or telephone. Winners will be required to produce identification satisfactory to the Station. Prize(s) will be awarded only upon confirmation of eligibility and completion online of all required forms and releases, which may include the following: (i) IRS Form W-9, (ii) affidavit of acceptance and eligibility, (iii) liability/publicity release, and (iv) contest-sponsor liability release. Upon notification or notification attempt, the potential winner(s) must respond to such notification attempt and deliver the required forms and releases online within thirty (30) days of such notification or notification attempt. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to provide the required identification or complete all required forms and releases online within the time period specified, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). The Station is not responsible for any changes in an Entrant or winner's email address, phone number, mailing address, or other contact information.
- g. If public health conditions do not permit winner(s) to claim their prize(s) at the office of the Station, the Station will coordinate with the winner(s) to confirm their identity remotely and to deliver the prize by mail or other means of delivery. Each winner will be required to sign a release that releases the Station and any Released Parties (defined below) from liability in the event the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping.

## 5. CONDITIONS

- a. Any attempt by an Entrant to enter more than once by using multiple, different email addresses, identities, registrations, or logins or by any other methods may void that Entrant's entries and that Entrant may be disqualified.
- b. 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 computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, an entry 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 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 or winning this Contest and any future Station-administered contests and seek damages to the fullest extent permitted by law.
- c. 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 or posted on its website: [www.denversports.com](http://www.denversports.com) within twenty-four (24) hours of the change and periodically thereafter. If a prize cannot be awarded or used or a prize-related event cannot take place as scheduled, for reasons beyond the control of the Station, including cancellation, postponement, or unavailability due to the closure of a Contest Sponsor's location, weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, or for any other reason beyond the control of the Station, 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.

- d. 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 or accepting prize(s), 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.
- e. Participation in a Contest or accepting prize(s) constitutes an agreement by Entrant to release, forever discharge, indemnify, and hold harmless the Station and its owners, affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents, and any others connected with the Station and the Contest (the "Released Parties") from any and all liability, claims, actions, 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, receipt, possession, use, or misuse of any prize, including any travel related thereto, and any act or omission, whether negligent, intentional or otherwise, by the Released Parties.
- 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 Entrant(s) and/or winner(s) including any results thereof such as changes in services or location necessitated by same; (vii) any delays or cancellations due to the closure of any Contest Sponsor location, if applicable, promoter or performer issues, 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), 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 reason beyond the Station's sole control; or (viii) bankruptcy or any expenses incurred by Winner(s) as a result

of any cancellations, delays, or other circumstances beyond the Station's control that may affect the Station's ability to provide any of the prizes.

- g. Except where prohibited, by entering the Contest and/or accepting prize(s), 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 Salt Lake City, Utah; (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. Utah 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 accepting prize(s), 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.denversports.com](http://www.denversports.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. 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.
- b. For a list of winners, mail a request and a self-addressed, stamped envelope to the Station at 7800 East Orchard Road, #400, Greenwood Village, CO 80111, identifying "2024 Winners' List for KKFN Vegas Big Game Flyaway Contest." All requests for winner lists must be mailed and received by the Station no later than April 30, 2024.

## 7. COPY OF OFFICIAL RULES

- a. Copies of these rules are available at the Station's website: [www.denversports.com](http://www.denversports.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.