

**OFFICIAL RULES**

**KOOL 105 “Song Scramble” Giveaway**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **Eligibility**. The KOOL 105 “Song Scramble Giveaway” (the “**Promotion**”) is open only to legal residents of the United States (including its commonwealths, territories and possessions) who are eighteen (18) years of age or older at the time of entry, who are individuals legally residing in the State of Colorado, and possess a valid driver’s license (each, an “**Eligible Entrant**”). Employees, officers and directors (including immediate family members (child (biological, foster or adoptive), sibling, or parent (biological, foster or adoptive), and their respective spouses/domestic partners, regardless of where they reside) and members of the same household, whether or not related) of Sponsor (defined below), KSE Radio Ventures, KSE Media Ventures, Kroenke Sports & Entertainment, LLC, and each of their respective parents, affiliated companies, subsidiaries, licensees, divisions, dealerships, affiliated dealerships, advertising and Promotion agencies, and any and all other companies associated with the Promotion (including any insurance company Sponsor engages to insure any aspect of the Promotion) (collectively, the “**Promotion Entities**”) are not eligible to participate or win the Grand Prize. The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion, including but not limited to the administration and operation of the Promotion and the selection of a Winner (defined herein). Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Promotion Period**. The Promotion will begin Monday, March 8, 2021 and end Friday, March 12, 2021 (the “**Promotion Period**”). Sponsor reserves the right to extend or shorten the Promotion Period at its sole discretion, and to cancel, terminate, modify or suspend the Promotion for any reason in Sponsor’s sole discretion. Sponsor’s clock shall be the official clock of the Promotion. All times listed are in Mountain Time.
3. **How to Enter**. An Eligible Entrant may only enter the Promotion by listening to KOOL 105 (the “**Station**”) and calling the Station line in accordance with the following:

During the Promotion Period, the Station morning show will play a “Song Scramble” comprised of five (5) songs selected by the Station that play several times each morning between 6:00am MT through 10:00AM MT during the Promotion Period. During the Station morning show on March 12, 2021 between 6:00AM MT and 10:00AM MT, the Station morning show will solicit for Caller 10 at 303-504-0105. The entrant who is identified as Caller 10 must name all five (5) songs of the song scramble, including the title and artist of each song and in the correct order in which they are played on the Station, will be a potential Winner. If the first entrant identified as Caller 10 cannot name correctly identify all five (5) songs, including title and artist and in the right order, the Station morning show host will take the next caller and ask them to correctly identify the song scramble. Such process will be repeated until a Winner is announced. The decisions of Sponsor are final and binding on all matters relating to this Promotion.

**Limit one (1) entry per Eligible Entrant and Eligible Entrants may only win one (1) Prize.** No other method of entry will be accepted other than as described above. In the event of dispute over the identity of an Eligible Entrant who submitted an entry, an entry will be deemed made by the authorized account holder of the phone number used at the time of entry, and the potential Winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such phone number. The “authorized account holder” is deemed the natural person who is assigned to the phone number in question by the applicable telephone provider, service provider or other organization that is responsible for assigning phone numbers to telephone accounts. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her phone number, e-mail or postal address. Sponsor is not responsible for late, lost, illegible, damaged, misdirected, incomplete or otherwise invalid entries. Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to be a violation of the Official Rules.

1. **Winner Contact**. Sponsor will announce the potential Winner on air and collect the potential Winner’s name and contact details. The potential Winner who complies with all other terms of the Official Rules is a “**Winner**.” At all times, Sponsor reserves to right to select an alternate Winner in the event that a Winner is found to have not complied with these Official Rules.
2. **Prize Descriptions; General Prize Terms**.
3. **Prize Description.** The Winner one (1) Bosch dishwasher (the “**Prize**”). Delivery and installation of the dishwasher by Specialty Appliance is included. Exact model is subject to availability. Estimated delivery time is 8-12 weeks, from product selection and order date, but there may delays due to the COVID-19 pandemic. Approximate Retail Value of the Prize is One Thousand Five Hundred Dollars ($1,500).
4. **General Prize Term.** The right to receive a Prize is non-transferable and non-assignable. No cash redemption of a Prize is permitted. Sponsor reserves the right to substitute the prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. In addition to the above, all costs and expenses associated with the prize acceptance and use not specified herein as being provided, incurred by a winner after accepting and making use of a prize are the sole responsibility of the winner. All federal, state, or local taxes associated with the Prize award in connection with the Promotion are each winner’s responsibility. A form 1099 may be issued based on the value of the Prize as required by law. Winner will be required to execute and return any required affidavit of eligibility and/or liability/publicity release (and, if requested, agrees to comply with any additional reasonable requests from Sponsor to establish a winner’s eligibility, including those required for Sponsor to comply with the terms of any insurance policy Sponsor may obtain in connection with the Promotion). To the extent requested, all such forms will be completed and returned within fourteen (14) days or Sponsor may disqualify a winner.
5. **Privacy Policy**. Any personally identifiable information collected during a Finalist’s participation in the Promotion will be collected by Sponsor and used by Sponsor (i) for purposes of proper administration and fulfillment of the Promotion as described in these Official Rules, and (ii) as described in Sponsor’s privacy policy at [www.kool105.com](http://www.kool105.com). In addition, each entrant agrees that Sponsor may share any personally identifiable information he or she supplies as part of the entry process with any of the Promotion Entities, the use of which will be governed by the privacy policy maintained by such Promotion Entity
6. **Release; Winner Publicity Release**. By participating in the Promotion, each entrant agrees to release and hold harmless the Promotion Entities from and against any and all claims, injuries, death, damages or losses that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any prize awarded (irrespective of whether or not an entrant wins a Prize), grants to each of the Promotion Entities an independent, royalty-free, perpetual, irrevocable, fully transferrable, non-exclusive, worldwide right (but not obligation) and license to publicize and use such winner’s name, address (city and state of residence), photograph, voice, testimonial and/or other likeness and prize information for any purpose, including for advertising, marketing and publicity purposes, in any and all media now known or hereafter devised, without additional compensation or consideration, notification or permission, unless prohibited by law.
7. **General**. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Promotion Entities (i) do not make any warranty, guaranty or representation of any kind concerning the Promotion or a prize (other than as expressly set forth herein) and (ii) to the extent permitted by law, disclaim any and all express and implied warranties (including, without limitation, quality, merchantability and fitness for a particular purpose) relating to the Promotion and the Prize. **Any and all Prize guarantees and warranties will be limited to those set forth in the Prize manufacturer’s terms and conditions and the Winner agrees to look solely to such manufacturer for any such warranty or guarantee claim. In this regard, the Prize will be delivered solely with the express limited warranties set forth in the Prize’s warranty and maintenance policy which will be valid for the term set forth in such policy.**

The Promotion Entities are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, through e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. The Promotion Entities are not responsible for lost, interrupted or unavailable network, server, Internet service provider, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Grand Prize or in any Promotion-related materials. The Promotion Entities are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. The Promotion Entities are not responsible for injury or damage to entrants’ or to any other person’s computer related to or resulting from participating in this Promotion or downloading materials from or use of the website.

Sponsor reserves the right in its sole discretion to disqualify any person (including an entrant) Sponsor suspects or finds: (i) to have tampered with the entry/selection process or the operation of Promotion; (ii) to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring Sponsor or Promotion Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with Promotion; or (v) to be acting in violation of these Official Rules. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to cancel or modify the Promotion if fraud or other difficulties compromise the integrity of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER’S DISQUALIFICATION AND ALL PRIVILEGES AS A PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

1. **Indemnity; Disputes**. By participating in the Promotion, all entrants agree to indemnify and hold harmless each of the Promotion Entities from any and all liability arising out of or relating in any way to the entrant’s participation in the Promotion. Except where prohibited by law, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State and Federal courts located in the County of Denver, State of Colorado; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION AND/OR RECEIVING A PRIZE, BUT IN NO EVENT ATTORNEYS’ FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State Colorado. If any provision of these Official Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Rules, and these Official Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.
2. **Sponsor**. The sponsor of this Promotion is KSE Radio Ventures, LLC, 720 S. Colorado Blvd, Suite 1200 North Tower, Denver, Colorado 80246.
3. **Winner List**. For the list of all Finalists and the Grand Prize Winner, mail a self-addressed stamped envelope to: Winner- “KOOL Song Scramble Giveaway”, KOOL 105 Radio, 720 S. Colorado Blvd, Suite 1200 North Tower, Denver, Colorado 80246. All requests must be received by no later than thirty (30) days after the end of the Promotion Period.