

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.

KYGO DOUBLE YOUR PAYCHECK 2023

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Contest Administrator: 98.5 KYGO - FM, 7800 E. Orchard Road #400, Greenwood Village, CO 80111.

1. HOW TO ENTER

- a. These rules govern the Double Your Paycheck ("Contest"), which is being conducted by 98.5 KYGO ("Station"). The Contest begins on Thursday, July 27, 2023 and ends on Friday, November 3, 2023. ("Contest Dates").
- b. To enter the Contest, the person entering the Contest ("Entrant") may enter beginning on Thursday, July 27, 2023 at 12:00am (MT) and ending on Thursday, November 2, 2023 at 12:00pm (MT) ("Entry Period"). Entrants, as defined below, may enter via the following methods:
 - i. **Online:** To enter online, visit www.kygo.com and follow the links and instructions to enter the Contest and complete and submit the online entry form ("Double Your Paycheck Entry") during the Entry Period outlined above. Entries are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Only one (1) Double Your Paycheck Entry per eligible Entrant during the Entry Period will be allowed, regardless if Entrant has more than one email address. Multiple Entrants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator.
 - ii. **Tell A Friend Entry:** After entering via any method as set forth above, you will also be provided an ongoing opportunity to "Tell A Friend" to participate in the Contest ("Tell A Friend Entry"). Entrants may "Tell A Friend" through the "Tell A Friend" link on the www.kygo.com website during the Contest, and that friend will have a chance to enter the Contest and give the original Entrant credit for the referral by entering the original Entrant's unique entry URL that was provided to

Entrant when Entrant enters his/her friend's name. If the original Entrant's friend's name is randomly drawn from all eligible entries received and the friend's name is announced at or about 8:00am MT, 10:00am MT, 12:00pm MT, 2:00pm MT and 4:00pm MT and Entrant's friend hears his/her name announced on KYGO, the friend will have (10) ten minutes to call 303-713-0985 to win. If the original Entrant's friend whose name is announced calls within the (10) ten minutes, the friend will win and double his/her paycheck pursuant to Paragraph 3 below and the original Entrant will also automatically win a \$250 Double Your Paycheck Bonus Check. If the friend whose name is announced during a specific time slot does not call in within (10) ten minutes, no prize will be awarded for that time slot and Entrant will not receive a bonus check for referring that friend. There is no limit to the number of friends Entrant can refer, and Entrant can receive an unlimited amount of \$250 Double Your Paycheck bonus checks for this Contest. In the event that a winning friend was referred online previously by several Entrants, only the first referring Entrant whose online email referral link was used for the Tell A Friend Entry will be eligible to receive a \$250 Double Your Paycheck Bonus Check, provided that the referring Entrant otherwise complies with these Official Rules. PLEASE NOTE: In order to be eligible to receive a \$250 Double Your Paycheck Bonus Check, the friend you refer MUST register for the first time by clicking the referral link provided in the referral email. The referral email is automatically sent to the referral email address Entrants provide on the referral submission via the Tell A Friend Entry form. No phone calls or emails explaining you referred a friend will be accepted or acknowledged. Tell A Friend Entries from previous contest prior will not be honored.

- iii. **KYGO Facebook Entry:** To enter on Facebook, visit <https://www.facebook.com/985KYGO>. Entries will be excepted beginning Thursday, July 27, 2023 at 12:00am MT and ending on Thursday, November 2, 2023 at 12:00 PM MT. Following the links and instructions, the Entrant must enter the Contest and complete and submit the online entry form during the Entry Period ("Facebook Entry"). Entrant will need to have a valid Facebook account in order to enter. If they do not already have one, Entrants can open a Facebook account at no cost at www.facebook.com. Limit one (1) entry per eligible Entrant during the Entry Period regardless if Entrant has more than one email address or Facebook account. Multiple Entrants are not permitted to share the same email address or Facebook account. Facebook Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator. All online Entrants are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Use of Facebook as a means of entry will be subject to that service provider's privacy policy and terms of use. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrant

understands that he/she is providing information to the the Station and Direct Marketing Results, not to Facebook.

- c. 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.
- d. All entries must be received by the end of the Entry Period.

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 Thirteen (13) jurisdictions that makes up the listening areas of the Denver Metropolitan area (Counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Gilpin, Weld, Kiowa, Clear Creek, Park and Elbert). Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter Station contests, even if such individuals meet the age and residency requirements above (i) Any employees (i.e., fulltime, part-time and/or temporary employees) of the Station, 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. Only one (1) Double Your Paycheck Entry or one (1) Facebook Entry per Entrant is permitted. One (1) prize per household (except for the Tell-A-Friend Bonus Checks, which are unlimited).
- d. 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.

- e. To claim a prize, the person selected to win a prize (“Winner”) must have internet access to provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number online.
- 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 in this Contest 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.

3. PRIZES

- a. Limit: One (1) prize per household (except for the Tell A Friend Bonus Checks, which are unlimited). The Station will match one week’s gross regular (no bonuses/no overtime/no dividends/no commissions) pay of each Winner, up to a maximum prize per Winner of \$1,000. If the amount of a Winner’s weekly pay is less than \$500, the Winner will be awarded the minimum prize of \$500. Unemployed or retired persons will be awarded \$500. The Station will determine the Winner’s weekly salary by averaging the Winner’s previous four weekly pay stubs (if the Winner is paid on a two-week period, the previous two pay stubs will be averaged). Pay stubs must be dated from the four-week period prior to the Winner winning the Contest. Entrants who for any reason cannot produce pay stubs dating from the four-week period immediately prior to winning the Contest will be considered, for the purposes of this Contest, to be unemployed and will be awarded the minimum prize of \$500. The term pay stub, for the purposes of this Contest, does not include any disability benefits, social security benefits, retirement benefits, distributions of any kind or any other income from any source other than an employer-employee relationship or by virtue of being self-employed. The Station reserves the right, in its sole discretion, to determine what constitutes an employee-employer relationship or self-employment. A qualified Winner must also meet the eligibility requirements as set forth in Paragraph 5 of these rules. The Winners are responsible for all applicable income taxes. All federal, state and local laws apply. A 1099 form may be submitted to all appropriate taxing authorities. Odds of winning are depending on the number of eligible Double Your Paycheck Entries and Facebook Entries received.

- b. Each Tell A Friend Prize consists of a check in the amount of \$250 payable to the Winner. The Winners are responsible for all applicable income taxes. All federal, state and local laws apply. A 1099 form may be submitted to all appropriate taxing authorities. Odds of winning are dependent on the number of eligible Tell A Friend Entries received.
- c. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the Winners. Prizes are not transferable or exchangeable and may not be substituted. 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. 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.

4. WINNER SELECTION, NOTIFICATION AND CLAIMING PRIZE

- a. Decisions of the Station management with respect to the Contest are final.
- b. Each weekday beginning Monday, August 14, 2023 through Friday, November 3, 2023 (with the exception of holidays), an Entrant's name will be randomly drawn from all eligible entries and announced at or about 8:00am MT, 10:00am MT, 12:00pm MT, 2:00pm MT and 4:00pm MT. When a selected Entrant hears his/her name announced, the selected Entrant will have ten (10) minutes from the time his/her name is announced on-air to call the Station's studio at 303-713-0985. If the selected Entrant whose name is announced calls within ten (10) minutes, he/she will win and double his/her paycheck pursuant to Paragraph 3 above. If the selected Entrant whose name is announced during a specific time slot does not call in within ten (10) minutes, no prize will be awarded for that time slot and the selected Entrant's name will be placed back into the pool of Entrants.
- c. Odds of winning a prize depend upon the number of eligible Double Your Paycheck Entries, Facebook Entries and Station Agent Phone Call Entries received and the number of Entrants who call back within the ten (10) minute window.
- d. Winners must listen to the Station to win but do not need to be present to win.
- e. Public health conditions do not permit Winner(s) to claim their prize(s) at the office of the Station. Therefore, 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 the Station and any Released Parties (defined below) are not responsible if the prize is late, lost, stolen, misdirected, undeliverable, or damaged during shipping.

- f. Potential Winner(s) will be notified of winning by email or telephone. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases online. Upon notification or notification attempt, the potential Winner(s) will be required to respond to such notification attempt and must execute and return an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a potential Winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign, and return the fully executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential inner 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. A prize cannot be claimed by third parties on behalf of the Winner(s).

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. Only one (1) Double Your Paycheck Entry, one (1) Facebook Entry, or one (1) Station Agent Phone Call Entry per Authorized Account Holder, as defined below, is permitted. Multiple entries from the same Authorized Account Holder will be disqualified. The use of any device to automate 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 Station's discretion. The Contest Administrator's 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 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 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 Contest, the Station 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.

- i. 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.kygo.com within twenty-four (24) hours of the change and periodically thereafter. 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.
- ii. 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.
- iii. Each Winner will be required to produce identification satisfactory to the Station. For example, Winner(s) will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, online as prepared by the Station prior to receiving their prize. Each 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 Station 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 Station at its sole discretion and on a case-by-case basis.

- iv. Participation in a Contest and/or acceptance of prize(s) constitutes an agreement by Entrant and/or Winner to release, forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns, successors, employees, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, losses and 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.

- v. 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 Contest 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.

- vi. Except where prohibited, by entering the Contest and/or acceptance of prize(s), each Entrant and Winner(s) agree 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; (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 and Winner(s) agree 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.kygo.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 "2023 Winners' List for Double Your Paycheck Contest. All requests for Winner lists must be mailed and received by the Station no later than December 31, 2023.

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, 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: <https://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.