



MAX RADIO OF DENVER - GENERAL CONTESTING RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Open to legal residents of the United States who are 18 years of age or older (unless otherwise specified). Void outside Station's Total Survey Area and where prohibited. Odds of winning depend upon the number of eligible entries received during the Contest Period.

Max Media of Denver llc. (KFCO/ KJHM), its subsidiaries and affiliated companies (together, the "Company"), will conduct its contests substantially as described in these general contesting rules, and by participating, each participant agrees as follows:

The Company may from time to time conduct contests concurrently and simultaneously on several participating radio stations owned and not owned by the Company, and in various States, and the Company may add or remove participating stations or change call letters of any participating station at any time during a contest as announced on the affected station. For a list of participating stations for each individual contest, please visit the offices of this Station during normal business hours.

1. Description of Contest/Participation.

A. Dates of Contest: Contests will vary from contest to contest as determined by the Station, please refer to each contest's official rules for the "Contest Period".

B. How to Enter: Listen to the Station for details on specific contests. The entry method(s) will vary from contest to contest as determined by the Station, please refer to each contest's official rules on how to enter and the deadline for entry.

All Entries become the property of Company and will not be returned. Company is not responsible for lost, late, illegible, misdirected, mutilated, postage-due or incomplete entries or mail. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, on-line service provider, mobile service provider or other

organization which is responsible for assigning e-mail addresses, mobile phone numbers or the domain associated with the submitted e-mail address.

C. How to Play and Winner Selection: Listen to the Station for details on specific contests. Entrant participation and how the winner will be determined will vary depending on the contest as established by the Station. Please refer to the individual contest's official rules for specifics on participation and how a winner will be determined. The Company is not responsible for any change of email address, mailing address and/or telephone number of entrants. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail. The Company is not obligated to leave voice mail, answering machine or other message. The Contest/Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify potential winners or for any late, misdirected, or if the potential winner is a minor, for late, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

2. Prize(s). Conditions and restrictions may apply. The total approximate retail value ("ARV") of the Grand Prize will vary from contest to contest as determined by the Station; refer to each contest's official rules for prize descriptions, value and conditions. The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize, except in Company's sole discretion. All prizes must be redeemed from the Station within 30 days of the contest end date unless otherwise stated in the contest's official rules. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. In the event prizes are event tickets, Company is not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded, in Company's sole discretion. Location of seats and tickets are in Company's sole discretion. No more than the advertised number of prizes will be awarded.

Trip Prize Conditions: If a trip prize is awarded, prize includes round-trip, coach class air transportation for winner from a major commercial airport near winner's home to the destination and a double occupancy standard hotel room as specified in the official contest rules. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of Prize will not be awarded and is specified in the Official Contest Rules. Selection of airline and hotel are solely within Company's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner. All travel must be taken on dates specified or prize will be forfeited and may be awarded to an alternate; no alternative travel dates are available. Exact travel dates and arrangements subject to availability. Winner and travel guest(s) must travel on same itinerary. If winner is eligible, but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A

minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel.

3. Eligibility and Limitations. Participants and winner(s) must be legal residents of the 50 U.S. or D.C. The age limit will vary from contest to contest as determined by the Station, please refer to each contest's official rules. No one under the age of sixteen (16) will be permitted to enter a contest under any circumstances. Participants and winners must reside in the Station's Total Survey Area (TSA) as defined by Arbitron. Commonly the TSA represents a radio station's total listening audience in a geographic area. If the contest is open to minors, a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Unless otherwise stated in the official contest rules, only one (1) entry per person. Only one (1) prize per household will be awarded for the Contest for any thirty (30) day period. If the contest involves listener participation by voting for a contest participant on the station's website then the voting is limited to one vote per person. If a contestant receives multiple and/or irregular votes from the same user or users, regardless of the source, the Station reserves the right to disqualify the contestant in its sole discretion. The potential prize winner and, if the potential prize winner is under the age of the majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi), the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return an affidavit of eligibility, release of liability and prize acceptance agreement ("Prize Acceptance Release of Liability and Publicity Release") within twenty four (24) hours after the first (1st) delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated in the contest's official rules. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be selected from all remaining eligible entries. Employees of the Company, the Station, the Contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate or win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. Tampering and Delivery Disclaimer. (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who The Company determines (in its sole discretion) is or is attempting to: (i) tamper with The Company's Website and/or any part of the Contest; (ii) attempting to undermine the legitimate operation of the Contest by cheating, deception, or other

unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants or The Company's Agents; and/or (iv) otherwise violating these Official Rules or the Terms of Use of The Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE COMPANY AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. If, in The Company's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Contest, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Contest, The Company reserves the right to void suspect Entry and/or evaluations and/or terminate the Contest and award the Prize in its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address, the entry in question may be disqualified. For all contests the Company disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. Any entry forms in a register-to-win contest must be handwritten. Photocopies or mechanical reproductions of any entry forms are not permitted. By participating in a contest in which text message-based entry is permitted, entrants acknowledge that text messages are distributed and delivered through third party providers; the Stations do not guarantee, and shall not be responsible for, the delivery or timeliness of any text message entry. Not all wireless carries support access to a common short code (CSC). The CSC being used to enter a contest may or may not be compatible with all

wireless carriers, and as such, you may not be able to enter through the CSC method of entry. Entrants may use the alternative entry method to ensure registration. The Station will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. The Station, through its third party text messaging administrators, will store all messages received on its system, and will send participants reply texts relating to the Contest throughout the Contest Period and up to 60 days. For help text HELP and to stop, text STOP to the specified program short code and follow the instructions provided at the entry process. Standard text and data rates will apply. The Station is not responsible for service outages, message failures, transmission delays or any other factor affecting the availability or performance of the text messaging service. The Station further reserves the right to cancel, terminate or modify the contest if, in the sole discretion of the Station, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. The Station may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. The Station reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. In the event of termination of the Contest by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company. In no event will the type and quantity of prizes awarded exceed the number of prizes described in the Contest Official Rules.

5. Voting Contests. By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. Voting is limited to one vote per person/verified email address. If an entrant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Station reserves the right to disqualify the entrant in its sole discretion. If the contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Company reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions of the judges are final.

6. Publicity; Use of Personal Information. By participating, where allowed by law, all winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list. For more information about how the Company will use information collected in connection with this Contest, please see Company's privacy policy located [here](#).

7. Consumer Created Content. If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the company and the station a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose. BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S WEBSITE, IN COMPANY'S DISCRETION. Content: (a) must comply with these Official Rules and any Terms of Service on the Station website; (b) must be uploaded through the in format specified and must comply with the posting requirements set forth above and as posted on the Station website; (c) cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;

content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) cannot be obscene or offensive, endorse any form of hate or hate group; (e) cannot defame, misrepresent or contain disparaging remarks about Company or its products, or other people, products or companies; (f) cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (g) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Company does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Company) is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Company; (h) no background artwork should appear in an content unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in the content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein; (i) cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without

permission; (j) cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Company wishes to associate; and (k) cannot depict, and cannot itself, be in violation of any law. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WERE NOT EDITED BY COMPANY AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF COMPANY IN ANY MANNER. Any waiver of any obligation hereunder by Company does not constitute a general waiver of any obligation to entrants. Company reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion. Company reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her entry which fails to comply with the Contest entry requirements prior to any judging or voting period. By submitting content you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from a person whose name, likeness or voice is used in the content and (f) and that publication of the content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Company, its Stations, and agents from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Company's use of such content, in a form satisfactory to administrator, upon request, prior to award of prize and/or naming of entrant as a winner. By accepting a prize, the winner agrees that his or her content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Company all of his/her right, title and interest in and to his/her video, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Company, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their content. Company reserves the right to alter, change or modify the winning content, in its sole discretion. Upon request of Company, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Company, reasonably necessary to establish the ownership of record of the right, title and interest in and to the content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Company fail to request the said assignment as stated, that shall not be deemed a waiver of Company's rights and Company may at a later time request the assignment.

8. Release. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. In order to receive a prize, participants must sign an official waiver form provided by the Company.

9. Taxes. Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize(s) which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

10. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. If, for any reason, more bona fide winners come forward seeking to claim the Grand Prize, the winner may be selected in a random drawing from among all persons making purportedly valid claims for the Grand Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the advertised number of prizes will be awarded. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

11. Miscellaneous. Void outside the Station Total Survey Area and where prohibited. Odds of winning depend upon the number of eligible entries received during the Contest Period. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Station(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or visit the Station's website. All entries become the property of the Company and will not be returned. As a condition of participating in the Contest, participants agree (and agree to confirm in writing): (a) under no circumstances will entrant be

permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

12. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by applicable local and state law.