



## ROCKY MOUNTAIN IDOL – ROCKY MOUNTAIN FREEDOM FESTIVAL

### OFFICIAL RULES

June 17, 2011

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

All federal, state and local regulations apply.

#### 1. DATES.

- a. These rules govern the Rocky Mountain Idol promotion (the “Promotion”) being conducted by The Rocky Mountain Freedom Festival with promotional support from KYGO-FM (the “Station”). The Promotion will begin on June 17, 2011 and will end on June 30, 2011.

#### 2. ELIGIBILITY

- a. The Promotion is open to all legal U.S. residents who are 13 years of age or older and who reside in Colorado. Employees of the Station, the Station’s licensee, Lincoln Financial Media Company, Lincoln National Corporation, their parent, subsidiary, and affiliated companies, their advertising or promotional agencies, and participating sponsors (collectively, “Promotion Entities”), other radio stations in the Denver – Boulder, Colorado metropolitan area, the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. “Immediate family” members include spouses, children, step-children, parents, step-parents, siblings and step-siblings. No groups, clubs, or organizations may participate in this Promotion. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- b. Proof of age, identity and eligibility must be furnished to Station upon request. All entry information must be complete and accurate. The Station will not award a prize to anyone not meeting eligibility requirements at the time of entry.
- c. 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 entry from individuals who do not meet the eligibility requirements. The Station will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children’s Online Privacy Protection Act.

#### 3. HOW TO ENTER

- a. To participate in the Promotion, you may enter online as follows:
  - i. **Online - Performers:** To enter online, visit [www.kygo.com](http://www.kygo.com) and follow the links and instructions to enter the Promotion and submit your first name and last name, complete address, city, state, zip code, telephone number, date of birth and a valid email address in the online entry form. Entrants may be required to be a Team KYGO member. Team KYGO registration is free and available at the time of entry at KYGO.com. Performers may enter a YouTube video of their own performance. The top 10 videos with the most ‘likes’ (votes) will perform at Rocky Mountain Idol at the Rocky Mountain Freedom Festival on June 3, 2011 at 2pm Mountain Time. The winner of Rocky Mountain Idol will win the chance to perform at Toby Keith’s I Love This Bar & Grill (date tbd). Only one online entry per person is permitted. An entrant may use only one email address for purposes of entry in this Promotion. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. Online entry webpage computer is the official time keeping device for the Promotion. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. By entering a video, the entrant releases permission for the Station to post that video and possibly use it for further promotional use. There will be a delay between the

time a video is uploaded by the entrant and the time it is posted. Each video will be screened by The Station. The Station reserves the right to not post any video it may deem to be inappropriate for this use.

- ii. **Online - Voting:** To vote online, visit [www.kygo.com](http://www.kygo.com) and follow the links and instructions to vote for your favorite videos. Voters will be required to be Team KYGO members. If not already a member, registration is free and is available during the entry process. Then the participant may "like" (vote) for their favorite videos. Participants can "like" multiple videos, but may only participate once during the promotion. By participating, they are automatically entered to win a family fun pack to the Rocky Mountain Freedom Festival including 4 admission tickets, 2 unlimited carnival wristbands, and 30 food tickets valued at \$80. Those 21 and over have the chance to also win a pair of Toby Keith's I Love This Bar & Grill concert tickets and a \$50 gift card. Only one online entry per person is permitted. An entrant may use only one email address for purposes of entry in this Promotion. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. Online entry webpage computer is the official time keeping device for the Promotion. The Station is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems.
- b. Entrants may enter only once, both in the performing video category and in the voting category. However, a participant may vote for multiple videos during their one voting session.
- c. The winner may be required to provide valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize.

#### 4. PRIZE(S)

##### a. Performer-Video Entry

- i. The performers in the top 10 videos, as determined by audience vote will earn the right to perform in the Rocky Mountain Idol competition on July 3, 2011 at 2pm Mountain time (no cash value)
- ii. The winner of Rocky Mountain Idol at the Festival will earn a performance at Toby Keith's I Love This Bar & Grill (non-compensated – no cash value -date tbd after the contest pending the schedule at Toby Keith's I Love This Bar & Grill).

##### b. Online Voting Participant Prize

- i. Family Fun Pack to the Rocky Mountain Freedom Festival valued at \$80 including four (4) admission tickets, two (2) unlimited carnival wristbands, and thirty (30) food tickets.
  - ii. A winner over 21 will also have the chance to win two concert tickets for a TBD show at Toby Keith's I Love This Bar & Grill including a \$50 gift card to Toby Keith's I Love This Bar & Grill, valued at approximately \$80.
- c. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize. The prize is awarded as is, and the Promotion Entities have neither made nor are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, with the exception of any standard manufacturer's warranty that may apply to the prize.
  - d. The Station, Toby Keith's I Love This Bar & Grill, and the Rocky Mountain Freedom Festival reserves the right to remove or to deny entry to the winner and/or guest(s), if applicable, if either engages in disruptive or unruly behavior or in any manner with intent to annoy, abuse, threaten or harass any other person at the event.
  - e. The Family Fun Pack will be subject to the terms and conditions as set forth by the issuer (the Festival) and will expire when the festival ends on July 3<sup>rd</sup>, 2011.
  - f. All prizes or prize certificates may be picked up at the office of the Station at the address below. The winner will forfeit any prize not claimed by the end of the festival. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.
  - g. There is no substitution, transfer or cash equivalent for prizes, except that the Station may, at its sole discretion, substitute prizes or cash of comparable value. The prizes are expressly limited to the item(s)

listed above and, unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

5. WINNER SELECTION, NOTIFICATION AND CLAIM

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Selection of the top 10 most liked videos will take place after the promotion is completed on June 30<sup>th</sup>. The top 10 participants will be notified shortly after. The decision is based strictly on the amount of valid audience votes (“likes”).
- c. The voting registration winner will be picked at the same time. Odds of winning depend upon the number of valid entries received. Winner will be determined by a random computer draw of all valid entrants.
- d. All ties will be broken by random drawing of tied parties
- e. Entrants need not be listening to the Station to win.
- f. Winner will be notified using their Team KYGO information. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release that may be required before the events take place or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize and no alternate prize will be offered. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. A parent or legal guardian must accompany any minor children in all Promotion-related activities, and a parent or legal guardian must claim the prize and sign any requisite releases on behalf of the minor child.

6. CONDITIONS AND LIMITATION OF LIABILITY

- a. Entrants and participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Promotion Rules, and by entering, participants agree to be bound to these official rules. The laws of the State or Commonwealth in which the Station is licensed shall govern this Promotion, without regard to that jurisdiction’s choice of law rules.
- b. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner’s full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (or any other commonly owned stations in the Station’s market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent upon request will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- c. By entering the Promotion, entrants and participants grant to the Promotion Entities the right to publicize the participant’s name, photograph, video, image, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law.
- d. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE PROMOTION ENTITIES, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS PROMOTION, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PROMOTION-RELATED OR PRIZE-RELATED ACTIVITY.
- e. Prior to awarding any prize or prize certificate, the Station, in its sole discretion, may require Promotion winner (and any travel companion(s) or guest(s) over 18) to sign a liability release, agreeing to release and hold harmless the Promotion Entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion.
- f. If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Station that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winners.

- g. The Station, in its sole discretion, reserves the right to disqualify any person not abiding by the official rules, or for tampering with the entry process or the operation of the Station's website. Failure to comply with the rules of the Promotion 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 Promotion, the Station reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- h. The Station reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize.

## 7. DISCLAIMER

- a. Promotion Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Promotion are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control, including, but not limited to, a busy signal, operator interference, cellular interference, internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Station due to technical problems, telephone service problems, human error or traffic congestion on the internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Promotion, or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals to all or limited geographic areas during the playing of the Promotion or that may prohibit, prevent, or interfere with the acquisition, completion or submission of an entry; failures of or other problems relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion or submission of any entry; (2) typographical errors in any materials relating to the Promotion; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Promotion Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Promotion or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Station reserves the right to cancel, terminate, suspend, or modify, or continue the Promotion, in its sole discretion. Promotion Entities make no warranty, guarantee, or representation of any kind concerning any prize, and PROMOTION ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

## 8. PRIVACY

- a. By use of the Station's website or by entering the Promotion through the Station's website, you agree to the website's Terms of Use Agreement located at [www.KYGO.com](http://www.KYGO.com) and to the use of your personal information as described in the Privacy Policy located at [www.KYGO.com](http://www.KYGO.com).

## 9. RULES AND WINNERS LISTS

- a. For a copy of the official rules of the Promotion, send a self-addressed stamped envelope ("SASE") for receipt by the end of the Promotion Period to KYGO, 7800 E. Orchard Rd – Suite 400, Greenwood Village, CO, 80111, Attn: Promotion Rules. For the names of the prize winners send a SASE for receipt within 60 days following the end of the Promotion Period to the attention of Promotion Winner Lists at the above address. In either case please be sure to specify the name of the Promotion for which you are requesting the rules or winners list. Official rules and winner lists (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at [www.KYGO.com](http://www.KYGO.com).

## 10. OFFICIAL RULES FOR ROCKY MOUNTAIN IDOL AS FACILITATED BY THE ROCKY MOUNTAIN FREEDOM FESTIVAL

1. Finalists need to be available on Sunday July 3<sup>rd</sup> to perform live at the Rocky Mountain Freedom Festival located at the Douglas County Fairgrounds, Castle Rock, CO. Final performance time will be determined at a later date and all finalists will be notified. Finalists will be responsible for providing their chosen song on an mp3 player and such player needs to be brought to the designated meeting area immediately preceding contest time. Contestants will be allowed to use karaoke tracks and/or acoustic guitars. A sound system and sound engineer will be provided – standard ¼” plug will be provided to connection to sound system.
2. Reasonable care is taken by the Rocky Mountain Festival staff, sound equipment staff, our entertainment talent agent , KYGO and The Ripple project representatives to provide adequate equipment for contestants. All contestants will be required to sign an affidavit holding Rocky Mountain Freedom Festival Idol , any of it’s sponsors, representatives, and affiliates harmless should any problems occur as a result of malfunctioning equipment or disc failure during competition.
3. Due to time constraints, an mp3 or disc that fails to play, skips in mid-performance, or has any other malfunction does not guarantee a re-start. Each case will be handled on an individual basis. If the song has not started, we will work to fix the problem and allow the contestant to sing their entire song. If it fails mid song, they contestant will be judged as if they have completed their performance. They will not be allowed to start again.
4. Contestants are allowed to perform the same song as another contestant if they choose.
5. Contestants, their family members or associates are not allowed to have any contact with judges before or during the contest performance periods. If there is an intermission or break, this time is considered performance time and mingling with judges is strictly prohibited.
6. The judge’s decisions are FINAL. Any contestant, family member or associate who engages in bantering or arguing with any judge or RMFF staff member will result in immediate disqualification of the contestant.
7. Any contestants who arrive after the prescribed check-in time or time to perform will be eliminated from the competition. It is the contestant’s responsibility to be present when his or her number is called for performance regardless of the estimated and posted times. Contestants who do not appear when their name is called will not be allowed to perform.
8. Upon completion of performance, the contestant is given a brief moment to bow and acknowledge appreciation from the audience. Contestants must immediately exit the stage along with any props used for performance. Failure to do so will result in a deduction of 5 points from total score.
9. The order of performance will be chosen by a random drawing immediately preceding the contest.
10. Fairness is our main objective. Judges are selected based on their knowledge of music, performance and previous experience.
11. Judging Criteria: Contestants will be judged on four categories – Vocal Ability, Stage Presence, Audience Engagement/Reaction and Overall Star Quality. 50% of the contestant’s overall score will be calculated from judge’s evaluation and the remaining 50% will come from live audience voting.
12. Prize: Win a performance at Toby Keith’s I Love This Bar & Grill
13. Please direct any questions to: JJ Dedmon Rocky Mountain Freedom Festival, LLC 17011 Lincoln Ave #378 Parker, CO 80134 720-883-8251

### **Waiver of Liability:**

In consideration of participating in this competition, I, the undersigned, intending to be legally bound, hereby for myself, my heirs, executors and administrators, waive all rights and release any and all rights and claims for damage against the Rocky Mountain Freedom Festival, LLC, their representatives, successors, invitees, sponsors, volunteers and assigns for any and all injuries suffered by me in this event. Further, I grant full permission to the Rocky Mountain Freedom Festival, LLC and/or agents authorized by them to use any photographs, videotapes, motion pictures, recordings and any other record of this event for any legitimate purpose and understand compensation will not be provided.

Indemnification - Each party hereto shall indemnify and hold the others (hereinafter the “indemnified parties”) harmless from any and all losses, claims, actions, damages, and expenses arising out of or resulting from every act or omission of the indemnifying party or any of its officers or employees under this Contract. In the event that any suit based upon any such loss, claim, action, damage, or expense is brought against the indemnified parties, the indemnifying party, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be adverse to the indemnified parties or the indemnified parties and the indemnifying party, jointly the indemnifying party shall promptly satisfy the same.

Sponsors:

- KYGO
- Toby Keith's I Love This Bar & Grill
- Rocky Mountain Freedom Festival