



2009 DR Horton/KS1075 Freedom Getaway (the "Contest")
Official Contest Rules
10/06/09

No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. All federal, state, and local regulations apply.

1. No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. All federal, state, and local regulations apply. The Contest is sponsored by KS1075 (the "Station"), DR Horton ("Sponsor") and Beaver Condos in Winter Park ("Prize Provider") collectively referred to as "Sponsors".
2. **HOW TO ENTER:** Registration period begins at approximately Saturday, November 7, 2009 and ends at approximately 11:59pm Wednesday, November 18, 2009. Log on to the KS1075 website at www.ks1075.com and click the contest link for the DR Horton Freedom Getaway. Participants must be KS1075 VIP Club Members prior to participation. To join the KS1075 VIP Club, participants may log onto www.ks1075.com, complete the official online free registration form with their name, address, phone number, date of birth and a valid email address. Participants may then complete the official online registration form with their name, address, phone number, and a valid email address. Only one entry per person during the duration of this contest will be permitted. All entries submitted become the sole property of the Station and Sponsors and will not be acknowledged or returned. Station and Sponsors has the right to delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act or any entry containing profane or objectionable subject matter or images. Only one Internet entry per person and one Internet entry per email address is permitted. 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 by assigning email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. All entries submitted become the sole property of the Station and Sponsors and 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 the Station. The Station's computer is the official time keeping device for the Contest. All entries must be received by 11:59pm Wednesday, November 18, 2009. The Station and Sponsors assumes no responsibility for entries not received.
3. **WINNER SELECTION:** Then on or around Friday, November 20, 2009 the staff of KS1075 will randomly draw one (1) person from all eligible entries as the Grand Prize Winner. Odds of winning depend on the number of eligible entries received.
4. **PRIZE:** One (1) Grand Prize Winner will be awarded the following Grand Prize:
 - One (1) three (3) day/two (2) night stay at Beaver Condos in Winter Park for a family of four

§ Approximate Retail Value ("ARV"): \$1000

The gift certificate will bear the date of expiration and is subject to availability and is not allowed over holidays, blackout dates or convention periods. Confirmation will be given on a space available basis only. Once a reservation is made, no changes are permitted. Prize is not transferable, assignable or redeemable for cash. No prize substitutions, except as provided herein. All other expenses not

specifically mentioned herein are solely the responsibility of the Grand Winner and his or her guest. Grand Winner must be 21 years of age or older. Once KS1075 releases the gift certificate to the Grand Prize Winner, Station and Sponsors will not be responsible for lost, stolen, damaged or misplaced gift certificates. Replacements documents will not be provided. All original documents must be available to be presented to the parties that require such documentation. All other expenses not specifically mentioned herein (including but not limited to taxes, personal charges, meals, tips, gratuities, room service charges, any additional costs charged to the room, and other incidental expenses) are solely the responsibility of the Grand Winner and their guest. Grand Winner and/or guest will be required to present a valid debit, credit card or cash for hotel incidentals upon hotel check-in. Failure to do so may result in cancellation of hotel arrangements. No responsibility is assumed by Station and Sponsors if the Trip is delayed, rescheduled, postponed or cancelled in whole or in part for any reason whatsoever, including without limitation, any force majeure event such as fire, flood, explosion, labor dispute or strike, act of God or public. In the event of such cancellation, Station and Sponsors shall not have any further liability or obligation to winner. The Grand Winner will be notified by phone, e-mail or US mail by the staff of KS1075. The Grand Winner will have two (2) weeks from notification to claim their prize. The Grand Winner will need to claim their prize at the KS1075 Business Offices located at 7800 E. Orchard Rd. Ste. #400, Greenwood Village, CO. 80111 on the date specified by the staff of KS1075. The Grand Winner must present his/her Colorado State issued ID to claim their prize. Prizes are non-transferable and may not be substituted, except that the Station may, at its sole discretion, substitute prizes of comparable value. Should the selected Grand Prize Winner decline the prize, another Grand Prize Winner will be randomly drawn from all eligible entries to receive the prize. The prizes are expressly limited to the item(s) set forth herein and do not include taxes, gratuities or any other expenses unless otherwise set forth in these rules. Other restrictions may apply. Grand Winner and travel guest acknowledge and agree that they are solely responsible for their own decisions, conduct, and actions while in Beaver Condos in Winter Park and traveling to and from or around Beaver Condos in Winter Park. Odds of winning depend upon the number of eligible entries received.

5. **ELIGIBILITY RESTRICTIONS:** Contest is offered only to legal residents of Colorado who are 21 years of age or older at the time of entry. Only one winner per household. Employees of the Station, Lincoln Financial Media Company of Colorado, Lincoln National Corporation, Lincoln Financial Media Company, DR Horton, Beaver Condos in Winter Park, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies (collectively, the "Station and Sponsors"), and the immediate families or members of the same households of such individuals are not eligible. This Contest is not open to other Denver metro Radio/TV station employees, and their immediate families, agencies and representatives. The term "immediate family members" include spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Contest or reproduce or distribute any portion of these rules to their members. Proof of age, identity, and eligibility must be furnished to the Station upon request. All entry form information must be complete and accurate. The Station and Sponsors will not award a prize to anyone not meeting eligibility requirements at the time of entry. Entrants are required to provide truthful information and the Station and Sponsors will reject and delete any entry that it discovers to be false or fraudulent. The Station and Sponsors will disqualify any entry from individuals who do not meet the eligibility requirements, and the Station and Sponsors will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act. The Station and Sponsors reserve the right to disqualify any entrant if these Contest rules are not followed. Military Exemption Clause: In the case of Active Military (United States Armed Forces) employees, who are based in Colorado but do not claim Colorado as their official residence on their Federal/State IRS Tax Forms are exempt from the Colorado Residency clause. Active Military based in Colorado do not need to be a legal resident of Colorado, however they must be based in Colorado under their US Armed Forces orders with the expectation that they will remain in Colorado for at least 6 more months.
6. **ADDITIONAL TERMS AND CONDITIONS:** Winner(s) will be required to waive any and all claims against the Station, Lincoln National Corporation, Lincoln Financial Media Company, D.R. Horton, Inc., Beaver Condos in Winter Park, their affiliates, employees, agents, and representatives for

personal injury or loss which may occur from the participation in this Contest or from the receipt or use of any prize. By participating in this Contest entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Station and Sponsors, 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 Contest, 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 Contest-related or prize-related activity. By entering the Contest or by winning, entrants grant to the Station and Sponsors the right to publicize the participant's name, photograph, image, video, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law. Winner(s) must execute any required affidavit of eligibility and liability and publicity release. The Station and Sponsors retains the discretion to make all decisions regarding the interpretation and application of these rules. All decisions of the Station and Sponsors are final and discretionary. In the event the selected winner(s) are/is ineligible or refuse(s) the prize or in the event the prize is forfeited for any other reason, the prize will be forfeited and revert back to the Station and another Grand Prize Winner will be selected from all eligible entries received. The laws of the State of Colorado shall govern this Contest, without regard to Colorado's choice of law rules. The courts of Colorado shall be the exclusive forum for any dispute relating to these Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the courts of Colorado. Prize(s) may be considered income, and any and all taxes associated with prizes are responsibility of winner. Payments of all federal, state and local taxes are solely the responsibility of the winners. 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 and Sponsors in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. The Station and Sponsors, 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 Contest 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—this includes, but is 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 Sponsor 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 Sweepstakes, 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 television or radio signals to all or limited geographic areas during the playing of the Contest 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 contestants' 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 an entry; (2) typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of a prize or any other materials relating to the Contest; (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 Station and

Sponsors, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Sponsor reserves the right to suspend, terminate, modify, or continue the Contest, in its sole discretion. The Station and Sponsors make no warranty, guarantee, or representation of any kind concerning any prize, and Station and Sponsors specifically DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

7. **OFFICIAL RULES AND LIST OF WINNERS:** To receive a copy of these official Contest Rules, visit KS1075 or send an SASE to, 7800 E. Orchard Rd. Ste. #400, Greenwood Village, CO 80111. Official rules supersede all other published editions. The Station and Sponsors reserves the right to change, alter, or amend these Contest rules as necessary, in their sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. A list of winners' names is available at the Station, "KS1075 c/o DR Horton Freedom Getaway Winner List", 7800 E. Orchard Rd. Ste. #400, Greenwood Village, CO 80111, provided you send an SASE after December 20, 2009.
8. **PRIVACY POLICY AND TERMS OF USE:** By use of this website and by entering the Contest, you agree to the Station's Website Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at: www.KS1075.com.