

**2014 BMW CHAMPIONSHIP AT CHERRY HILLS COUNTRY CLUB SWEEPSTAKES
OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY
TO ENTER OR WIN THIS SWEEPSTAKES.
PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

CONSUMER DISCLOSURE

1. **Sponsors.** 102.3 ESPN (KDSP) and 105.5 ESPN (KJAC) (the "Stations"), 10200 E. Girard Avenue, Building B, Suite #150, Denver, Colorado 80231, and Melody Homes, Inc. dba D.R. Horton – America's Builder, 301 Commerce Street, Suite 500, Fort Worth, Texas 76102 ("D.R. Horton"), (collectively the "Sponsors") are the sponsors for 2014 BMW Championship at Cherry Hills Country Club Sweepstakes (the "Sweepstakes").
2. **Prizes to be Awarded.** Sponsors will give away four (4) pairs of tickets to the 2014 BMW Championship Tournament at Cherry Hills Country Club to four (4) Prize Winners, with each Prize Winner winning one (1) pair of tickets. The total retail value of each Prize is \$100.00.
3. **Entry.** The Sweepstakes is entered by completing an entry form online at www.drhorton.com/colorado. Entries will be accepted from July 16, 2014, through August 11, 2014. Any entry that is counterfeited, illegible, mutilated, or tampered with in any way, or if it contains or reflects other errors or discrepancies is void. All entries submitted become the property of Sponsors. 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, or in the announcement of a prize or any other materials relating to the Sweepstakes; (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 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 Sweepstakes or to perform under these Rules.

4. Selection of Winners. Winners will be selected by random drawing from all eligible entries received. Drawing will be held on August 12, 2014 at D.R. Horton's offices, 9555 S. Kingston Court, Suite #200, Englewood, Colorado 80112. Prize Winners will be notified by email, mail, or telephone within fifteen (15) days of the random drawing. Entrants do not need to be present at drawing to win. Prizes must be claimed at D.R. Horton's offices, 9555 S. Kingston Court, Suite #200, Englewood, Colorado 80112 within five (5) days of notification of winning. The Prize Winners will be required to present their Colorado State issued ID to claim their Prize. Prizes are not transferable, assignable, or redeemable for cash. There will be no Prize substitutions except as provided herein. No responsibility is assumed by the Sponsors if the ticketed event is delayed, rescheduled, postponed or cancelled in whole or in part for any reason whatsoever, including without limitation, any force majeure event such as adverse weather conditions, rain, tornado, hurricane, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, insurrection, or terrorist threat. In the event of such cancellation, the Sponsors shall not have any liability or obligation to the Prize Winners.

5. Who is Eligible. To be eligible for a prize, a participant at the time of registration must be a legal resident of Colorado and over twenty-one (21) years of age to win. Only one entry per person is allowed. Only one prize per household will be awarded. Contractors, brokers, agents, affiliates, officers, directors and employees of Sponsors and their affiliates, and their immediate family members, are not eligible for a prize. Immediate family members are defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son of, or who reside in the same household as, any person in any of the preceding categories. This Sweepstakes is not open to other Denver, Ft. Collins & Greeley metro Radio/TV station employees, their immediate families, agencies, and/or representatives. No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these rules to their members. Proof of age, identity, and eligibility must be furnished to the Sponsors upon request. All entry form information must be complete, accurate, and truthful. The Sponsors will reject and delete any entry that it discovers to be false or fraudulent. The Sponsors will not award a Prize to anyone not meeting eligibility requirements at the time of entry. The Sponsors reserve the right to disqualify any entrant if these Sweepstakes rules are not followed. Winners of a major Stations contest (any contest with prizes valued over \$599) within the past six months are not eligible. All federal, state, and local laws and regulations apply. 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 the 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 United States Armed Forces orders with the expectation that they will remain in Colorado for at least six (6) more months.

6. Odds of Winning. Odds of winning are determined by the number of eligible entries received. There will be only four (4) Prizes awarded through the Sweepstakes, the winners will be randomly selected from all eligible entrants.

7. General Restrictions. Prizes not claimed or that are forfeited will be awarded in a secondary drawing to be held by D.R. Horton on August 23, 2014. By participating, entrants agree to the Official Rules and to the decisions of the Sponsors. All details and other restrictions of Prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable Prize Winner upon award of the Prize. No cash alternative or substitution of any prize will be provided except Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or greater value if any Prize cannot be awarded as described due to unavailability for any reason. 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. All costs, expenses and transaction fees related to the Prizes are solely the responsibility of the Prize Winners. Prizes may be considered income, and any and all payments of all federal, state, and local taxes are solely the responsibility of the Prize Winners. Prize Winners 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 \$600.00 or more or for any prizes awarded by any of the Sponsors in a calendar year with an aggregate value of \$600.00 or more. Failure to submit a complete W-9 or equivalent if required will result in forfeiture of the Prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due and to report prize information. If a potential Prize Winner cannot accept a prize as provided in the Official Rules, that prize will be forfeited in its entirety. Each participant acknowledges and agrees that the decisions of Sponsors shall be final, binding and conclusive in all matters relating to the Sweepstakes, including without limitation determinations regarding eligibility. Sponsor reserves the right to cancel or modify the Sweepstakes at any time with or without notice to entrants. Void where prohibited.

8. Verification. Eligibility and compliance with the Official Rules are subject to verification by Sponsor. Prize Winners will be required to sign an Affidavit concerning eligibility.

9. Release. By participating in this Sweepstakes each entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify the 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 Sweepstakes, 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 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 Sweepstakes-related or Prize-related activity. By submitting an entry, each entrant hereby agrees and grants Sponsors the right, but not the

obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising, commercial and promotional purposes and disclosure on the Winner's List in connection with the Sweepstakes and other promotions without further compensation, and releases the Sponsor from any liability with respect thereto. Prize Winners must execute any required affidavit of eligibility and liability and publicity release at the time of the Prize Winners' collection the Prizes. All decisions of the Sponsors are final and discretionary. In the event the selected Prize Winner(s) are ineligible or refuse the Prize or in the event the Prize is forfeited for any other reason, the Prize will revert back to the Sponsors.

10. Disclaimer of Warranties. Sponsor makes no warranties and hereby disclaims any and all warranties, express or implied, in connection with the Sweepstakes or the 2014 BMW Championship at Cherry Hills Country Club. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

11. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsors. The laws of the State of Colorado shall be the exclusive forum for any dispute relating to these Rules and/or this Sweepstakes without regard to conflicts of law. All Entrants and Prize Winners agree by their participation in the Sweepstakes to submit to the personal jurisdiction of the courts of Colorado.

12. Official Rules. OFFICIAL RULES will be available at www.drhorton.com/colorado and a copy may be obtained by providing a SASE and writing to the Stations at 10200 E. Girard Ave. Bldg. B, Ste. #150, Denver, CO 80231 or to D.R. Horton, 9555 S. Kingston Court, Suite #200, Englewood, Colorado 80112, with a postmark not later than August 12, 2014 and receipt by August 15, 2014.

13. Winners List. Winners List of Prizes may be obtained by providing a SASE and writing to D.R. Horton's offices, 9555 S. Kingston Court, Suite #200, Englewood, Colorado 80112, with a postmark not later than August 25, 2014 and receipt by Stations by August 31, 2014.