

Townsquare Media Group – 2019 Pro Football Pick ‘Em Pool
\$10,000 Half & Final Score Prediction Challenge by Season Long Points Champions
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID IN THE U.S. ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: Townsquare Media Group – 2019 Pro Football Pick ‘Em Pool with \$10,000 Halftime & Final Score Prediction Challenge by the Season Long Points Champion (the “Contest”).

Contest Dates: Contest registration is scheduled to begin on **8/19/2019** and end on **12/29/2019** (the “Contest Registration Period”).

- The weekly ‘pick the winners’ of the professional football games portion of the contest will be executed each week of the 2019 regular season during the professional football games being played from 9/5/19 – 12/29/19.
- The grand prize halftime and final score prediction challenge portion of the contest (see below) is scheduled to occur during the Professional Football Championship Game being played on **2/2/2020** in Miami, FL, and is open only to the one (1) designated grand prize finalist per participating market (the Season Long Points Champion for each market) as determined per the official rules below..

Contest is subject to all applicable federal, state and local laws and regulations and is void outside the United States and wherever prohibited or restricted by law.

Designated Markets and Participating Radio Stations: These official rules are specific to the Pro Football Pick Em Pool being executed by participating Townsquare Media Group radio stations in each designated participating market. Each participating market shall execute its own individual and distinct contest, which shall be subject to the general contest rules of that participating market in addition to these specific contest rules for the Pro Football Pick Em Pool. Multiple radio stations may promote and participate in each individual market’s contest.

Who may Enter: Contest is open to legal U.S. residents, **who reside within the broadcast listening area of a participating Townsquare Media Group radio station**, and who are age 18 or older as of date of entry, and have a valid U.S. driver’s license or government issued photo ID, except the following persons who are not eligible to enter or win:

- a) Employees, officers, and directors of **Towsquare Media Group, participating Townsquare Media Group radio stations (collectively “Sponsor”), Million Dollar Media, LLC (the “Contest Administrator”)**, each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”), and the members of the immediate families or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grandchildren) and each of their respective spouses, regardless of where they reside.
- b) Individuals who do not have current access to an internet connection in order to visit the contest website, or a valid email address to register.

How to Enter – On-Line: Visit any participating Townsquare Media Group radio station website in a participating market during the Contest Registration Period, and click the Pro Football Pick ‘Em Pool entry button to connect to the Contest page. Participants must be current members of the radio station’s listener club, or must sign up to become a new member of the radio station’s listener club prior to participation. Station membership or new membership sign-up is free.

Each participant’s designated ‘Screen Name/Username’ will be displayed on the ‘Pro Football Pick Em Pool Standings Page’ during the contest. Participants must be logged into the station’s website using their station membership, in order to make their weekly football game winner picks, and to view their weekly scoring results and season-long standings.

By participating, entrants unconditionally agree to these Official Rules. All entries must be fully complete for all required information. Any entry submitted with an invalid email address will be disqualified. **Maximum of one entry per person or per valid email address.**

Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry, contestant agrees that sponsors and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the contest, and to distribute information regarding the Sponsor(s),

upcoming contests, promotions, special events or offers, or other sales or discount offers. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

Each participant must register and participate on his/her own behalf. Any registration submitted on behalf of another individual or using another person's station membership, email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

How to Play – Weekly Winner Picks: Each eligible participant who has successfully completed the online registration process must follow the online instructions to participate and play. Each week, visit the contest site prior to the start of that week's professional football games to submit your weekly picks of the winners in each of the featured Professional Football games scheduled for that week. Sponsor shall solely determine and designate the games to be featured for each week's contest attempts.

IMPORTANT – Save Picks: After making or updating your weekly prediction of the winner in each featured professional football game for that week – entrant must **click the 'SAVE PICKS' button to save and record their picks or updates to their picks. Failure to click the 'Save Picks' button after making or editing picks will void any selections or updates to your selections for that week.** Sponsor is not responsible for any difficulties in selecting, changing, submitting or saving picks prior to the start of each week's games for any reason including technical difficulties, internet connectivity, site malfunction, failure to click save picks or errors of any kind by the user or related to programming or the operation or administration of the contest site. **All picks or updates to picks must be successfully selected and saved PRIOR to the start of each designated game.** Any picks or updates to picks not saved and actually received on the contest site for any reason prior to the start of the game are void.

Tie Breaker – Total Cumulative Points Prediction: Each participant is also required to submit their prediction of the Total Cumulative Points to be scored in the last game listed on the contest page each week (*the last game scheduled to be played that week – i.e. the Monday Night game*). **Any contestant who failed to complete and save their Total Cumulative Points 'tie-breaker' prediction will be assigned a cumulative point total of 0 points for that game.**

Scoring: Each participant who has successfully completed and submitted their online selections each week will receive 1-point for each game in which they have correctly predicted the winning team. Any incorrect predictions will receive 0 points.

Tie Breaking Procedures: In the event of a tie among the weekly point leaders in any week of the contest, the tie-breakers shall be as follows:

- Contestant who has predicted the actual or closest to the actual Cumulative Points total in the last game listed on the contest site, and scheduled to be played for that corresponding week, regardless if their actual prediction is higher or lower than the actual point total.
- In the event of a remaining tie among any eligible contestants, the tie-breaker shall then be a random drawing among the tied contestants conducted by the Contest Administrator.
- **NOTE:** In the event of a tie for the Season-Long Points Champion, the tie-breaking procedures above shall apply based upon the combined **total cumulative points differential results from the entire season.**

Weekly Point Winner: Following each week's regular season games, the contest administrator in each participating market shall determine the weekly point winner for each participating market by determining the participant within that market who has correctly picked the most correct winning teams that week. The contestant who has scored the most points by correctly predicting the most winning teams that week will be designated as the weekly point winner for their designated market. In the event of a tie among finalists in the lead for the most weekly points – then contest administrator shall use the tie-breaking procedures outlined above to determine the weekly point winner.

Season-Long Point Champion – one finalist per participating market: On or about **12/30/2019**, Sponsor’s contest administrators shall determine the Season Long Point Champion for each participating market by determining the participant who has correctly picked the most correct winning teams during the entire contest period within their designated market. The contestant who has scored the most points by correctly predicting the most winning teams during the entire contest period will be designated as the Season Long Point Champion for their designated participating market. In the event of a tie among finalists in the lead for the most Season-long points in their designated participating market – then contest administrator shall use the tie-breaking procedures outlined above, to determine the Season Long Point Champion for the designated participating market.

Decisions of the Administrator in the selection and determination of weekly point winner and season long point champion, and all matters relating to this Contest are final and binding. Each Weekly Point Winner and the Season Long Point Champion (Grand Prize Finalist) may be notified by phone following their determination as a weekly point winner or season long point champion, if applicable. If the Contest Administrator is unsuccessful in its attempt to reach and speak directly with the any participant by phone after 3 attempts over 48 hours to the phone number listed on that contestant’s entry, then that contestant may be disqualified, and at sponsor’s sole discretion the Sponsor may select and designated the next runner-up finisher in the contest as the weekly point winner or season long point champion.

During each notification phone call, the potential weekly point winner or season long point champion must confirm their eligibility, and their acceptance of any corresponding prize award for their participating market (if any – see below). If a selected weekly point winner or season long point champion does not meet the eligibility requirements, or is unable or unwilling to accept the prize, s/he will be disqualified and, at Sponsor’s discretion and time permitting, an alternate weekly point winner or season long point champion will be selected from among the next highest point scorer in the Contest and notified as per the procedures outlined above. Any disqualified contestant will not receive any alternate prize substitution or compensation.

Season Long Champion – Grand Prize Contest Finalist: The season long champion in each participating market (maximum one per market) will be designated as the grand prize finalist and provided the opportunity to participate in the halftime and final score prediction challenge portion of the contest. The selected grand prize finalist for each participating market will be required to submit their prediction of the Halftime and Final Score of the designated professional football championship game **in writing no later than 1/28/2020 at 5:00pm ET** in order to be eligible to participate in the grand prize Halftime and Final Score Prediction Challenge contest (see below):

Designated Game: Professional Football Championship Game
Game Date: 2/2/2020 – Miami, FL

Halftime and Final Score Prediction Contest: In order for a prize to be awarded to any eligible finalist, the **Score prediction** submitted on their official entry form in writing must exactly match the **actual Score** for both teams of the designated game they were required to predict according to the following requirements:

- All Score predictions must be completely accurate and match the exact score with the correct team. For example, if the actual final score of the designated game is Chicago - 27, Indianapolis - 10, then a submitted final score prediction of Chicago - 10, Indianapolis - 27 or a prediction of 27-10 without specifying the associated teams will not constitute a winning entry.
- All entries must be clear, legible and complete. Any incomplete or illegible entries will be disqualified and will not be eligible for any prize.
- Only the one (1) official finalist from each market as designated by the Contest Administrator will be eligible to participate. All other participants in the Pro Football Pigskin Pick Em pool are disqualified and will not be eligible to participate in the halftime and final score prediction portion of the contest.
- The associated prize award will only be awarded to an eligible contestant for the corresponding market if their score prediction exactly matches the actual score of the designated game for both teams as follows:
 - **Grand Prize (\$10,000 Cash):** The submitted score prediction must be exactly accurate for BOTH the halftime AND final score of the designated game for both teams.
 - **Bonus Prize (\$1,000 Cash):** The submitted score prediction must be exactly accurate for EITHER the halftime OR final score of the designated game for both teams.

Prize Awards (as applicable and announced by each participating market):

Weekly 1st Place Point Winner – Maximum (1) winner per week: Each participating market shall have the opportunity to designate and announce a weekly bonus prize award, at its sole discretion. The weekly 1st place point winner who correctly picks the most winning teams during the week for their designated participating market, as solely determined by Contest Administrator, shall be awarded the weekly bonus prize award for their corresponding market, if available. The weekly bonus prize award, if any, shall consist solely of the merchandise items as determined and designated by each participating market, and as announced on air by any participating radio station within that market. **If a weekly bonus prize award has not been**

designated and announced by a local participating market, then there shall be no weekly bonus prize award available for that corresponding market.

Grand Prize Finalist – Halftime and Final Score Prediction Challenge: Only the one (1) season long point champion per market will be eligible to participate in the halftime and final score prediction portion of the contest. The grand prize finalists shall be allowed one opportunity to submit their prediction of the exact Halftime and Final Score for both teams playing in the designated game, per the contest requirements outlined above.

- **Grand Prize:** The grand prize for correctly predicting BOTH the exact Halftime and Final Score for both teams of the designated game, as required by these Official Rules is: **\$10,000 Cash**. The Halftime and Final Score Prediction Challenge grand prize award is based upon approval and verification of compliance with these Official Rules. If the designated finalist does not correctly predict the exact Halftime and Final Score for both teams playing in the designated game, then the **\$10,000 Cash portion of the prize will not be awarded** in that corresponding market.
- **Bonus Prize:** The bonus prize for correctly predicting the exact Halftime Score Only or the exact Final Score Only for both teams of the designated game, as required by these Official Rules is: **\$1,000 Cash**. The Halftime OR Final Score Prediction Challenge bonus prize award is based upon approval and verification of compliance with these Official Rules. If the designated finalist does not correctly predict the exact Halftime score only or Final Score only for both teams playing in the designated game, then the **\$1,000 Cash portion of the bonus prize will not be awarded** in that corresponding market.

All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of each prize winner, including but not limited to tax. All income, federal, state and local taxes are each Prize winner's sole responsibility. Contest Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

In the event of an eligible winning Halftime and Final Score prediction, the corresponding finalist will receive their prize award within approximately 4-weeks following completion and return of the required documents and verification of the winning score prediction and eligibility. All of the following will apply for a score prediction prize winner, if any: 1) Winner will be required to complete and return, within 5 days of date of receipt, a W-9 form (if prize value exceeds \$600), an affidavit of eligibility, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won, if prize value exceeds \$600; and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded.

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All other expenses not specified herein as being included are the sole responsibility of winner. Prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. **Maximum value of halftime and final score prediction grand prize: \$10,000 per market.**

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry

due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to technical difficulties or transmission errors. The Sponsor 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. Released Parties are 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 or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine the finalists in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination. If due to circumstances beyond the control of the Sponsor, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

Odds: Odds of becoming a weekly point winner or season long point champion are dependent upon the total number of eligible participants, the number of weeks each entrant participates, and the ability of each participant to correctly predict the winner of the designated games. The odds of winning the Halftime and Final Score Prediction portion of the grand prize, once selected as the finalist, are based upon the participating finalist's ability to predict the halftime and/or final score of the designated game, and the performance of the teams.

Official Rules & Winners List: For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 4/2/2020 to: Townsquare Media Group Pro Football Pick 'Em Pool, c/o Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY your designated market, and which you are requesting: Official Rules or Winners List.

Administrator: Contest is administered by Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095.