

Football Pick 'Em Pool & Final Score Prediction Challenge Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID IN MAINE, NEW HAMPSHIRE AND VERMONT ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.

Contest Name: Football Pick 'Em Pool & Final Score Prediction Challenge (the "Contest").

Contest Dates: Contest registration is scheduled to begin on **9/1/2020** and end on **1/3/2021** (the "Registration and Contest Period").

- **Weekly Picks:** The weekly football picks portion of the contest will be executed each week during the 2020 professional football regular season games.
- **Final Score Prediction Challenge:** The final score prediction challenge contest (see below) is scheduled to occur on **2/7/2021** during the Professional Football Championship Game being played in Tampa, FL, and is open only to the one (1) designated season long points champion (grand prize finalist) as determined per the official rules below.

Contest is subject to all applicable federal, state and local laws and regulations and is void outside Maine, New Hampshire, and Vermont and where prohibited.

Who may Enter: Contest is open to legal U.S. residents of Maine, New Hampshire, and Vermont who reside within the broadcast listening area of a participating Townsquare Media Northern New England 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 ID, except the following persons who are not eligible to enter or win:

- a) Employees, officers, and directors of **Million Dollar Media, LLC** (the "Contest Administrator"), **WEBB-FM, WBLM-FM, WSHK-FM** ("Stations"), **Townsquare Media Northern New England** ("Sponsor"), **Portland Glass**, sponsors of the Contest, 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 a participating Station website during the Registration Period, and click the Football Pick 'Em Pool entry button to connect to the Contest registration page. Fully complete the on-line registration page with all required information, including your name, complete address (*including city, state and zip*), valid email address, birth date, and phone number (*including area code*). Each registrant will designate their own 'Username', 'Screen Name' and Password during registration. The designated 'Screen Name' will be displayed on the 'Standings Page' during the contest. Each registrant's Username & Password will allow that participant to return to the contest site to Log-in to make their weekly football game picks, and to view weekly results and season-long standings.

- **Favorite Station:** Each contestant will also be required to select their favorite participating Station participating in the Contest. The selected Station will be used for determining weekly 1st place finishers from each participating Station for any available weekly 1st place prize award by Station, as outlined below.

After having read and agreed to these Official Rules, click the submit button to submit your on-line registration. All entries must be fully complete for all required registration 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 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 on-line registration, the authorized account holder of the e-mail 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 e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail 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 Picks: Each eligible participant who has successfully completed the on-line registration must follow the on-line 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.

Save Picks – IMPORTANT: After making or updating your prediction of the winner in each featured game for that week – **click the 'Save Picks' button to save and record your picks. Failure to click the 'Save 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. Any picks not saved or received on the contest site for any reason are void. **All picks must be selected and saved prior to the start of each designated game.**

Cumulative Points Prediction: Each participant is also required to submit their prediction of the Total Cumulative Points to be scored in the last game scheduled to be played each week, as listed on the contest website. **Any contestant who fails to complete and save their Total Cumulative Points 'tie-breaker' prediction for any week, will be assigned a point total of 0 points for that week's game.**

Scoring: Each participant who has successfully completed and submitted their on-line 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 scheduled to be played for that corresponding week as listed above, 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 Station.

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.

- 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 Administrator

Prize Winner/Finalist Selection & Notification

Weekly 1st Place Finishers: Following each week's regular season games, each participating Station shall determine their weekly 1st place finisher (see weekly prize description below) by determining the participant who has correctly picked the most correct winning teams that week. This contestant who has scored the most points by correctly predicting the most winning teams that week will be designated as a weekly 1st place prize winner. In the event of a tie among participants in the lead for the most weekly points for a participating Station – then Station shall use the tie-breaking procedures outlined above to determine the weekly 1st place finisher.

Season-Long Points Champion (Grand Prize Finalist): On or about **1/4/2021**, Administrator shall determine the grand prize finalist (see grand prize contest description below) by determining the contestant who has correctly picked the most correct winning teams during the entire contest period, regardless of their favorite Station. This contestant who has scored the most points by correctly predicting the most winning teams during the entire contest period will be designated as the grand prize finalist. In the event of a tie among contestants in the lead for the most Season-long points – then Administrator shall use the tie-breaking procedures outlined above during the last week of the Season to determine the grand prize finalist.

Decisions of the Sponsor in the selection and determination of finalist(s)/winner(s) and all matters relating to this Contest are final and binding. Each Weekly 1st Place Finisher and the Grand Prize Finalist will be notified by phone the week following their determination as a weekly prize winner or grand prize finalist. If a Station is unsuccessful in its attempt to reach and speak directly with the selected 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 Station's sole discretion the Station may select and designate the next runner-up finisher in the contest as the weekly 1st place bonus prize finalist or the season long grand prize finalist, as applicable.

During each notification phone call, the potential winner/finalist must confirm their eligibility, and their acceptance of the corresponding prize. If the selected winner/finalist does not meet the eligibility requirements, or is unable or unwilling to accept the prize, s/he will be disqualified and, at Station's discretion and time permitting, an alternate winner/finalist 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.

Final Score Prediction Challenge: The (1) grand prize finalist (season long champion) will be required to submit their prediction of the exact Final Score of the designated football game no later than **Friday, 2/5/2021 at 5:00pm ET** in order to be eligible to participate in the Final Score Prediction Challenge portion of the contest (see below):

Designated Game: Professional Football Championship Game
Game Date: 2/7/2021 – Tampa, FL

The following requirements apply to the submitted Final Score prediction by the designated grand prize finalist:

- The Final Score prediction must be **received in writing** by the Station designated deadline, which shall be no later than 5:00pm ET on Friday, 2/5/2021 (Station may inform finalists of an earlier deadline for Final Score prediction submission);
- The prediction must be clear, complete and legible;
- In order to claim the grand prize, the Final Score prediction for the designated game covered by this contract must be exactly correct (without team designation).
- For example – if Miami is playing Dallas, and the predicted Final Score of the designated game date was 21-10, and the actual final score was either Miami 21, Dallas 10 OR Miami 10, Dallas 21, this would constitute a winning prediction
- At the completion of the designated game, the eligible finalist's Final Score prediction will be compared to the actual Final Score. The corresponding prize award level will be awarded only if the eligible finalist has submitted a final score prediction that exactly matches the actual final score of the designated game.

Prize Awards:

Weekly 1st Place by Station Prize – Maximum (1) winner per week per participating Station: The contestant with the highest weekly point total from each participating Station which is offering a Weekly 1st Place by Station shall be awarded the corresponding prize for that station. Available 1st place by Station prize awards are as follows:

- **Portsmouth, WSHK-FM Weekly 1st Place by Station Prize:** \$25 gift certificate to Staley Bar and Grill, subject to terms and conditions of Staley Bar & Grill gift certificate policies.
- **Augusta, WEBB-FM Weekly 1st Place by Station Prize:** no prize being offered
- **Portland, WBLM-FM Weekly 1st Place by Station Prize:** no prize being offered

There will be a maximum total of fifty-one (51) Weekly 1st Place Finishers (One per Station per week for (17) weeks.

Grand Prize Finalist Qualifying Prize – Maximum of (1) prize award: The overall season-long champion who has scored the most points during the entire contest period from among all three Stations combined, as solely determined by Administrator, shall be awarded the grand prize finalist qualifying prize: **Opportunity to participate in the Final Score Prediction Challenge (see below) and the following prize package from Portland Glass (the “Portland Glass Prize Package”) valued at \$8,050:**

- New NOR'EASTER vinyl windows for your home from Portland Glass. Prize is based on 14 average size white double hung Nor Easter replacement windows with standard Energy Star rated insulated glass. Colors, decorative grids or upgraded glazing packages are available for additional cost. Labor includes standard installation and all associated materials for installation. Additional installation services such as trim capping are available at additional cost. See Portland Glass for additional terms and conditions. Prize only available within Portland Glass ME, NH, or VT service areas. Portland Glass Grand Prize Package expires 1/3/2022. All work must be completed prior to expiration date.
 - **Note:** There is no cash equivalent available for the Portland Glass Prize Package. Grand Prize Finalist may choose to transfer Portland Glass Prize Package to a Sponsor approved alternate person who resides within the Portland Glass ME, NH, or VT service areas, but Grand Prize Finalist will still be responsible for any tax liability associated with winning the Portland Glass Prize Package.

Grand Prize Finalist – Final Score Prediction Challenge Prize: The grand prize finalist shall be allowed one opportunity to submit their prediction of the exact Final Score for both teams playing in the designated game, per the contest requirements outlined above. The grand prize for correctly predicting the exact Final Score for both teams of the designated game, as required by these Official Rules is: **\$10,000 Cash.** Maximum of (1) grand prize award available.

Final Score Prediction Challenge prize awards are based upon approval and verification of compliance with these Official Rules. If a designated grand prize finalist does not correctly predict the exact Final Score of the designated game, then the **\$10,000 grand prize portion of the grand prize will NOT be awarded.**

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

All of the following will apply for any 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 Station 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.

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Station 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 Station 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 Station 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. Released Parties disclaim any liability for received entries due to technical difficulties or transmission errors. Released Parties disclaim 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. Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Station reserves the right to cancel, modify or terminate the Contest if, in the opinion of the Sponsor/Administrator in their sole discretion, fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest, if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest, if there is a change or cancellation of a game date(s), or if registration may not be conducted or completed for one or more game dates due to COVID-19 or any other reason. In the event of a change or cancellation of a game date(s), there may be no opportunity for any entrant to claim a prize for one or more weeks of this Contest, and there may be less than the scheduled number of Finalists for the opportunity to win the Grand Prize or Bonus 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 Jersey; (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 Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: Odds of being selected as a weekly bonus prize finalist or the grand prize finalist 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 Final Score Prediction portion of the prize, is based upon the participating finalist's ability to predict the final score of the game.

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 4/7/2021 to: **Townsquare Media Northern New England Football Pick 'Em Pool, c/o Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.** PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

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