WIYY-FM 98 ROCK / 98online.com 98 ROCK – Pigskin Picks Official Rules

1. GENERAL:

No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. This Contest is governed by all applicable federal, state, and local regulations. The 98 Rock Bracket Challenge ("Contest") is sponsored by WIYY-FM and Hollywood Casino at Charlestown Races

2. ELIGIBILITY:

Contest is offered only to legal U.S. residents 18 years of age or older at the time of entry. Internet access is required in order to enter. Limit one Winner per household. Limit one Winner per immediate family. The term "immediate family" refers to parents, children, siblings, spouses, and in-laws, whether residing in the same household or not. Prize is nontransferable by winner. Contest is offered only to residents who reside within the Baltimore, MD Designated Market Area ("DMA") as determined by Nielsen Media Research Services. Employees of WIYY-FM, Hearst Television Inc., Hollywood Casino at Charlestown Races, Hearst Corporation, We Monetize, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies (collectively, the "Contest Entities"), and the immediate families or members of the same households of such individuals are not eligible. 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 Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. Sponsor reserves the right to disqualify any entrant if these Contest Rules are not followed.

3. **HOW TO ENTER:**

By entering, you agree to comply with all applicable law and these Contest Rules, and you agree to abide by all decisions of the Sponsor. The Contest Entry Period begins at 8:20pm on Thursday, September 10th, 2020 and ends at the conclusion of the last NFL Regular Season Game on Sunday, January 3rd, 2021. All times in these rules refer to Eastern Time.

To enter, log on to <u>https://www.98online.com/pigskin-picks/</u>, completely fill out the forms to register a profile and complete the weekly electronic team selection entry form. See "The Registration Process," "Playing the Game" below. All entries must be received during the Entry Period.

Sponsor will not verify receipt of entries. Entries become property of Sponsor and will not be returned. Limit one entry per person. Incomplete and multiple entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means are void. Electronic entries will be deemed to have been submitted by the authorized account holder of the e-mail address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address. Online entrants must have valid e-mail address and it is entrant's responsibility to update Sponsor of any change in e-mail address.

The Registration Process

Each participant must complete the registration process to become eligible to play. The registration is a simple process that involves submitting a user's contact information, team name creation, and password selection. Once this process is completed, users will be directed to the home page where they can participate in the contest.

Playing the Game

Each week, the game operator will display the match-ups on the "make picks" page. The season starts with the first week 1 game and ends on the last week 17 game. All picks must be made prior to 1pm ET on Sunday each week. Early games must be selected prior to the start of that early game. Players can save their early game pick and then make changes to Sunday games before 1pm ET on Sunday.

4. HOW TO WIN:

Winning the Game

Each week, every users score is posted on the standings page. Players with the most points are listed at the top. Tie-breaking rules will determine the rank for players with the same number of points. The "default game winner" is the player who has the most cumulative points at the end of the season after tie-breaking rules are applied. It is possible that the "default game winner" may not have a prize awarded by the media partner for their achievement. Check the "Prize" section to see what (if any) prizes are awarded and to see the requirements for winning that prize. If there are no prizes stated, then players are playing for bragging rights only.

If there is a tie for the Top Cumulative Standings Score (Best Cumulative Score), the following tiebreakers will apply:

- **Tiebreaker #1** Total number of correct picks for all weeks.
- **Tiebreaker #2** Total number of correct picks for all tiebreaker games.
- **Tiebreaker #3** Smallest tiebreaker absolute differential for the total score in the designated week's tiebreaker game (calculated by: finding the absolute difference between the user predicted total score in designated week's tiebreaker game and the actual score of the designated week's tiebreaker game). If there is still a tie, then the closest to absolute differential for the total score in previous week's tiebreaker game will be the winner. Tiebreaking will continue through previous weeks if necessary, until a winner is determined.
- Tiebreaker #4 Random drawing.

In all cases, an entry that does not win a tiebreaker is eliminated from consideration. Odds of winning prizes depend on the total number of eligible entries received and the relative U.S. football knowledge of all Entrants.

If there is a tie for the Weekly Standings (Best Score In A Given Week), the following tiebreakers will apply:

- **Tiebreaker #1** Smallest tiebreaker absolute differential for the total score in the designated week's tiebreaker game (calculated by: finding the absolute difference between the user predicted total score in designated week's tiebreaker game and the actual score of the designated week's tiebreaker game).
- **Tiebreaker #2** Total number of correct picks for the given week.
- **Tiebreaker #3** Correct predicted winner for the tiebreaker game matchup for that week.
- **Tiebreaker #4** Random drawing.

In all cases, an entry that does not win a tiebreaker is eliminated from consideration. Odds of winning prizes depend on the total number of eligible entries received and the relative U.S. football knowledge of all Entrants.

Team Performance

Each week the scores will be calculated and posted for viewing. The "Results" tab will detail a user's weekly and cumulative performance.

Scoring

Correctly predicting a regular season matchup will entitle the player to earn points. The points scale will be as follows:

Monday Night Games: 100 Points

Any Other Weekly Regular Season Game: 100 points

Standings

There will be two pages for the different standings: Cumulative Point Standings and Weekly Scores (for each week in the season). View the prize section to see what prizes (if any) are being awarded. If there are no prizes stated, then players are playing for bragging rights only. Updated standings will be available every Tuesday, unless unforeseen problems arise.

Winning Strategy

There is a great deal of strategy that goes into the game of Pickem Challenge. Some players wish to select their favorite teams to win, while other managers will spend hours researching the statistics for each match-up. There are many different strategies that have won. Football's a great sport, so whatever your strategy, remember to have fun and enjoy the game.

Potential Winners will be notified either by phone, email, and/or mail, on the final day of judging. Winner must respond to such notification, by calling the Contest coordinator provided in the notification, within twenty-four (24) hours after the notification is sent by Sponsor, or the Winner will be subject to disqualification, in which case the Prize will be forfeited, and an alternate Winner will be selected based on the next highest vote tally,

from among the remaining eligible entries, time permitting. Winners may be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, a Liability Release and/or where legally permissible a Publicity Release within two (2) days following the date of first attempted notification. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within two (2) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification.

Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If Sponsor is unable, after making a reasonable effort, to contact a selected potential winner, that potential winner will be disqualified, and a new potential winner will be selected based on the above criteria from remaining entries until all qualified winners are chosen.

5. **PUBLICITY RELEASE:**

Except where prohibited, entry in the Contest constitutes each entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television, radio, or offline promotions), each Winner's name, city, photograph, likeness, biographical material, voice, image, each in perpetuity without further compensation, credit or right of review or approval.

6. **PRIZES:**

Seventeen (17) Winners will receive a \$50 gift card to Dunkin

Approximate Retail Value ("ARV") of each Prize: \$50

One (1) Grand Prize Winner will receive: One (1) night accommodations for them and a guest to the Inn at Charlestown.

Two (2) \$50 Dining Vouchers valid at the Inn at Charlestown

This prize package may not be redeemed on all holiday weekends. This prize package expires on June 1, 2021

Approximate Retail Value ("ARV") of Grand Prize: \$400

All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to personal incidental items, transportation, taxes, souvenirs, gratuities, and licenses, are the responsibility of the respective Prize Winner and their guests.

To claim prize, Winner must provide a valid driver's license or state identification card. Prize is non-transferable. Certain blackout dates may apply. No cash redemption or prize substitution allowed by Prize Winner. Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the Prize or any component thereof is unavailable for any reason.

7. TERMS AND CONDITIONS; LIMITATION OF LIABILITY:

Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper administration of the Contest will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Contest. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE CONTEST ENTITIES, 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 PRIZE-RELATED ACTIVITY. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the Prize. Winner's guest(s), if applicable, must execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsor are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted. For prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winners.

8. **DISCLAIMER/INTERNET:**

If for any reason, the Contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Contest, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking,

deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Contest Entities (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

9. **ARBITRATION/CHOICE OF LAW:**

Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Contest, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Contest 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 New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. New York County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to personal jurisdiction in New York County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. OFFICIAL RULES AND LIST OF WINNERS:

To receive a copy of these Official Rules, visit 98online.com/contests or send a selfaddressed stamped envelope for receipt by January 4th, 2021, to 98 Rock Pigskin Picks Rules, WIYY-FM 3800 Hooper Ave, Baltimore, MD 21211 Official rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Contest rules as necessary, in its sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. To receive a list of winner's names, send a SASE within 60 days of the conclusion of the Contest to WIYY-FM 98 Rock Bracket Challenge Winner's List, at the address listed above.

12. SPONSOR(S):

WIYY-FM

3800 Hooper Ave. Baltimore, MD 21211

Hollywood Casino at Charlestown Races 750 Hollywood Dr. Charlestown, WV 25414