

## **Official Rules for the 2022-2023 Pigskin Points Contest**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Agreement to Official Rules.** Participation in the “2022-2023 Pigskin Points Contest” (the “Contest”) constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor (as defined below), which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Contest is sponsored by Pigskin Points LLC, 7607 North 20th Street, Phoenix, AZ 85020 (“Sponsor”).

**Odds.** The odds of winning the Contest will depend on the number of eligible entries received and the contest winner will be selected based on skills, not at random.

**Eligibility.** The Contest is open only to individuals who are legal residents of, and physically located within, the fifty (50) United States (including D.C.), and who are twenty-one (21) years of age or older as of entry. All directors, officers and employees of Sponsor, and each of its subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Contest agencies, and each of their immediate family members (spouses, parents, children, and siblings and their respective spouses), and those living in the same household as each, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**Registration Period.** The Contest registration period will run from 12:00:01 AM Pacific Standard Time (“PT”) on 8/15/22 until kickoff of the final 2022-2023 professional football regular season game, scheduled to take place on 9/8/22 (the “Registration Period”). Sponsor’s computer shall be the official time-keeping device for the Contest.

**Contest Period.** The Contest game period (the “Contest Period”) begins at kickoff (approximately 5:30 p.m. PT of the first 2022- 2023 professional football regular season game scheduled to take place on 9/8/22) and ends on 2/12/23. Exact dates are subject to change dependent upon the professional football schedule. The Contest Period will be divided into twenty-one (21) weekly periods (each, a “Weekly Period”) during which points will be accumulated.

### **How to Register and Participate.**

**1. Registration.** Each entrant must register to participate in the Contest at [www.recoviagamesite.com](http://www.recoviagamesite.com) (the “Website”) during the Registration Period and complete and submit the Contest registration form to obtain a User ID and Password. Registration is free. Once you are a registered participant of the Contest, you may access the Website at any time during the Registration Period and Contest Period by submitting your User ID and Password and then submitting your Picks (as defined below). The use of script, macro or any other device to automate or subvert the registration process is prohibited and all such registrations will be void. In the event of a dispute as to the identity of a participant based on the email address submitted at the time of registration, registration will be deemed from the person named on the applicable registration form (regardless of whether that is the name of the authorized account holder of the email address from which said registration form was submitted), provided such individual is eligible according to these Official Rules.

**2. Contest.** The object of the Contest is to accrue the highest number of points by the conclusion of the Contest Period by picking the professional football team who you think will win each of the games for each week (hereafter combined, your “Picks”). To participate in the Contest, after registering for the Contest as required above, each entrant must do the following during the Contest Period: (1) visit the Website, submit your User ID

and Password to access your account, and follow the instructions provided to select and submit your Picks for the applicable Weekly Period by no later than one (1) hour prior to the start of the applicable Game Day Period. Each entrant may revise his or her Picks for each Game Day Period throughout the Contest Period if such Picks are submitted prior to the applicable deadline required above; however, you may not make a Pick once the applicable deadline has passed or for a game that is already in progress or has been completed. If you wish, you may submit multiple (or all) Picks for upcoming Game Day Periods at the same time as long as they are submitted in advance of the applicable Game Day Period deadlines. All Picks must be accepted and acknowledged by the Sponsor's computer servers by the applicable deadline to be considered valid, timely, and eligible.

**3. Points.** Entrants will accrue the following number of points for each correctly identified winner of the professional football game during the following Weekly Periods: Weeks 1-18 will be worth 1 point. Wild Week will be worth 3 points. Division Week will be worth 5 points. Conference Week will be worth 7 points. Super Week will be worth 15 points. Correct Picks will not be awarded if (1) Pick is not submitted by the applicable deadline (as based on Sponsor's computer servers), (2) a game is cancelled for any reason, or (3) a game is postponed or rescheduled, for any reason, to take place during a subsequent Weekly Period.

**4. Tie-Breaker.** In the event two or more entrants receive the same number of points during any Weekly Period, the entrant who submitted a Pick that was closest to the final score for the designated tie-breaker game for such Weekly Period will receive one (1) additional point. During each Weekly Period, entrants must enter the total final score for both teams for each applicable tie breaker game. In the event two or more entrants at the end of the Contest Period have the same number of points, the entrant who scored a higher number of points in the immediately preceding Weekly Period (i.e., Conference Week; if still tied, then Division Week; if still tied, then Wild Week; if still tied, then Weekly Period 17; and so on) will receive one (1) additional point.

## **Prizes.**

**1. Regular Season Weekly Winners.** For each Weekly Period of the professional football regular season (Weekly Periods 1 – 18), one (1) potential winner with the highest points for each such Weekly Period will receive One Hundred Dollars (\$100.00).

**2. Contest Period.** Following the end of the Contest Period, one (1) potential First Place winner with the highest number of points for the Contest Period will receive Ten Thousand Dollars (\$5,000.00). One (1) Second Place winner with the second highest number of points for the Contest Period will receive One Thousand Dollars (\$1000.00). No interest will be paid on any prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. The winner is fully responsible for any and all applicable federal, state, and local taxes. All costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Prizes are non-transferable and non-assignable. There will be no substitutions for any prize except by Sponsor who reserves the right to substitute a prize with one of comparable or greater value at their sole discretion. Other restrictions may apply.

**3. Winner Verification.** The potential winners will be notified by e-mail or by telephone on or about three (3) days following the end of each applicable Weekly Period and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release (the "Affidavit/Release") within five (5) days of date of issuance. Each entrant understands that the Sponsor or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the prize awarded to entrant from entrant's participation in the Contest in the form of an IRS Form 1099, or otherwise. Entrant understands that prior to being entitled to receive any prize, and prior to receiving any prize, entrant may be required to provide Sponsor with all of entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form W-9), and that entrant's failure to provide such information to

Sponsor will result in entrant's automatic ineligibility to receive any prize. If such potential winner declines in writing to accept a prize, such documents are not returned within the specified time period, prize or prize notification is returned as undeliverable, the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited and, at the Sponsor's sole discretion and time permitting, the Sponsor may select an alternate winner from all remaining eligible entries based on the entrant with the next-highest number of points for the applicable Weekly Period or Contest Period.

**Conditions/Use Rights.** By accepting any prize, each entrant consents to the use of their names, voices, and likenesses, including photos and videos and all accompanying personally identifiable information entrant submits or sponsor obtains in the course of entrant accepting any prize, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation (other than the specific prizes described herein) to entrant, his/her successors or assigns, or any other entity, except where prohibited by law.

**Privacy.** By participating in the Contest, entrant authorizes Sponsor to collect, use, process, transfer and store all data provided by entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that Sponsor deems necessary, whether within entrant's country of residence or elsewhere, and with such party(ies) as Sponsor deems appropriate, for purposes of administration of the Contest. All information submitted to Sponsor as part of this Contest will be treated in accordance with Sponsor's privacy statement, available at [http://www.idealgamesite.com/images/privacy\\_policy.pdf](http://www.idealgamesite.com/images/privacy_policy.pdf). Personal information will be used only to: (a) provide information about the Contest; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Sponsor on the entry form, to send additional information to that entrant during or after the Contest Period (entrant may opt out at any time from receiving additional information from sponsor in accordance with Sponsor's privacy statement). Entrants to the Contest will be given the option to receive commercial e-mails from the Sponsor; however, eligibility to participate in the Contest is not dependent upon entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data requested on the entry forms to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statements of Sponsor.

**Release and Limitations on Liability.** By participating in the Contest, entrants agree to release and hold harmless Sponsor, and its subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Contest agencies, and all directors, officers and employees of any of the foregoing entities (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Contest or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or acceptance, receipt, use, or misuse of any prize; or travel to any Contest-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. In the event that entrant breaches any of these Official Rules, Released Parties shall be entitled to and may seek indemnification from entrant for recovery of all legal fees, damages, costs, claims and other expenses that may be incurred by Released Parties as a result of the aforementioned breach. Entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or

other theory. Sponsor is not responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**Miscellaneous.** The decisions of Sponsor are final with respect to all aspects of this Contest. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the State of Arizona, without regard to choice of law principles. Entrants specifically agree that (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Arizona or the appropriate Arizona State Court located in Maricopa County, Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of Sponsor that may cause the Contest to be disrupted or corrupted, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize from among the nonsuspect, eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Contest, to be acting in violation of these Official Rules or any applicable laws relating to the Contest, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest. This Contest is not affiliated with or endorsed by any Professional Football League or any Professional Football team.

**Winners List; Official Rules.** For a list of winners and/or a copy of these Official Rules, send a self-addressed, stamped envelope to: MOT PS Holdings LLC, 7607 North 20th Street, Phoenix, AZ 85020. Requests for the winners list will only be accepted after the end of the Contest Period and must be received by May 31, 2019.