

The following contest is intended for participants in the United States only and will be governed by United States laws. Do not proceed in this contest if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

## KSL Sports Bracket Mayhem Challenge

### OFFICIAL RULES

***THESE OFFICIAL RULES ARE COMBINED FROM THE SECOND STREET MEN'S COLLEGE BASKETBALL TOURNAMENT CONTEST, WHICH IS A NATIONWIDE CONTEST (INCLUDING BOTH THE UNITED STATES AND CANADA).***

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.***

Contest Administrator: KSLSports.com, 55 North 300 West, Salt Lake City, Utah 84180.

Contest Sponsor: Second Street Media, Inc., 1017 Olive Street, Mezzanine Level, St. Louis, MO, 63101.

#### 1. HOW TO ENTER

- a. These rules govern the KSL Sports Bracket Mayhem Challenge ("Contest"), which is being conducted by KSLSports.com ("Station"). The Contest begins on **March 6, 2023** and ends on **April 9, 2023** ("Contest Dates"). Entrants, as defined below, may enter via online only.
- b. The Contest consists of three (3) brackets: Full Bracket Game, 16 Team Bracket Game and 4 Team Bracket Game. To enter the Full Bracket Game, the person entering the Contest ("Entrant") may enter online beginning on **March 6, 2023** at 8 am (MT) and ending on **March 16, 2023** before tipoff of the first game. To enter the 16 Team Bracket Game, the person entering the Contest may enter online beginning on **March 20, 2023** to before the tipoff of the first game of that Bracket Game. To enter the 4 Team Bracket Game, the person entering the Contest may enter online beginning on **March 27, 2023** to before the tipoff of the first game of that Bracket Game.
  - i. To enter online, visit <https://kslsports.com/> and follow the links and instructions to enter the Contest and complete and submit the online entry form during the Entry Period outlined above. Online Entrants are subject to all notices posted online including but not limited to the Station's Terms of Use and Privacy Policy. Only one (1) entry per eligible Entrant during the Entry Period regardless if Entrant has more than one email address. Multiple Entrants are not permitted to share the same email address. P.O. Boxes are not permitted as addresses.

Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Station.

- ii. The online entry form will consist of the Entrant's first name, last name, complete address, city, state, zip code, telephone number, date of birth and a valid email address.

## 2. HOW TO PLAY

### a. Full Bracket Game

In the "Full Bracket" game, you pick the winner of each game of each round of the tournament prior to the start of the first full round of the tournament (the round of 64 teams) (hereafter referred to as the "First Round").

Select the team that you predict will win each game of the Men's College Basketball Tournament and enter the score for the designated tie-breaker game. You may enter your picks until the scheduled tip-off of the first game of the First Round of the tournament. You will not be required to pick the winners of the four play-in games. Limit one (1) entry per person.

Each round of the tournament is worth up to 64 points. There are 6 rounds in the tournament worth up to 384 points. You will receive 2 points for each First Round game you pick correctly. You will receive 4 points for each Second Round game you pick correctly. You will receive 8 points for each Third Round game you pick correctly. You will receive 16 points for each Fourth Round game you pick correctly. You will receive 32 points for each Fifth Round game you pick correctly. You will receive 64 points for picking the winner of the Championship game. If a game is canceled, forfeited, or indefinitely suspended for any reason, the team moving on to the next round of the contest will be awarded points as if they won the actual game.

If the tournament is cancelled prior to the start for any reason, the overall national prize will be awarded by random selection of the registered users at the time of cancellation.

The participant with the highest score for each round will be deemed the round winner, subject to verification. The participant with the highest total score for all rounds combined will be deemed the Full Bracket Grand Prize winner, subject to verification of eligibility.

In the event of a tie for the highest score in any round, the winner for the round will be randomly selected from among the tied participants.

In the event of a tie for the highest overall score, the "Score Approximation Formula" outlined below will be used to determine the Grand Prize winner.

Score Approximation Formula:

1. Subtract what the participant chose as the score for the winning team from the actual winning team's score and square this value.
2. Subtract what the participant chose as the score for the losing team from the actual losing team's score and square this value.
3. Add the value from 1 and 2 above together to get the participant's "score approximation."

The tied participant with the lowest "Score Approximation" will be deemed the winner.

If there are still ties, the ties will be broken based on the following criteria in this order:

1. The most points earned in the Fifth Round.
2. The most points earned in the Fourth Round.
3. The most points earned in the Third Round.
4. The most points earned in the Second Round.
5. The most points earned in the First Round.
6. If there is still a tie, the winner will be randomly selected from the remaining tied players.

b. 16 Team Bracket Game

In the 16 Team Bracket game, you pick the winner of each game of each round of the tournament remaining prior to the start of the third full round of the tournament (the round of 16 teams) (hereafter, the "Third Round"). The 16 Team Bracket game may not be offered by all local affiliates.

Select the team that you predict will win each game of the Men's College Basketball Tournament from the Third Round on and enter the score for the designated tie-breaker game. You may enter your picks until the scheduled tip-off of the first game of the Third Round. Limit one (1) entry per person.

Each remaining round of the tournament is worth up to 64 points. There are 4 rounds remaining in the tournament worth up to 256 points. You will receive 8 points for each Third Round game you pick correctly. You will receive 16 points for each Fourth Round game you pick correctly. You will receive 32 points for each Fifth Round game you pick correctly. You will receive 64 points for picking the winner of the Championship game. If a game is canceled, forfeited, or indefinitely suspended for any reason, the team moving on to the next round of the contest will be awarded points as if they won the actual game.

The participant with the highest total score for all rounds combined (Third Round through the Championship game) will be deemed the 16 Team Bracket Game winner, subject to verification of eligibility.

In the event of a tie for the highest overall score, the "Score Approximation Formula" outlined below will be used to determine the winner.

#### Score Approximation Formula:

1. Subtract what the participant chose as the score for the winning team from the actual winning team's score and square this value.
2. Subtract what the participant chose as the score for the losing team from the actual losing team's score and square this value.
3. Add the value from 1 and 2 above together to get the participant's "score approximation."

The tied participant with the lowest "Score Approximation" will be deemed the winner.

If there are still ties, the ties will be broken based on the following criteria in this order:

1. The most points earned in the Fifth Round.
2. The most points earned in the Fourth Round.
3. The most points earned in the Third Round.
4. If there is still a tie, the winner will be randomly selected from the remaining tied players.

#### c. 4 Team Bracket Game

In the 4 Team Bracket game, you pick the winner of each game of each round of the tournament remaining prior to the start of the fifth full round of the tournament (the round of 4 teams) (hereafter, the "Fifth Round"). The 4 Team Bracket game may not be offered by all local affiliates.

Select the team that you predict will win each game of the Men's College Basketball Tournament and enter the score for the designated tie-breaker game. You may enter your picks until the scheduled tip-off of the first game of the Fifth Round of the tournament. Limit one (1) entry per person.

Each remaining round of the tournament is worth up to 64 points. There are rounds remaining in the tournament worth up to 128 points. You will receive 32 points for each Fifth Round game you pick correctly. You will receive 64 points for picking the winner of the Championship game. If a game is canceled, forfeited, or indefinitely suspended for any reason, the team moving on to the next round of the contest will be awarded points as if they won the actual game.

The participant with the highest total score for all rounds combined (Fifth Round through the Championship game) will be deemed the 4 Team Bracket Game winner, subject to verification of eligibility.

In the event of a tie for the highest overall score, the "Score Approximation Formula" outlined below will be used to determine the winner.

Score Approximation Formula:

1. Subtract what the participant chose as the score for the winning team from the actual winning team's score and square this value.
2. Subtract what the participant chose as the score for the losing team from the actual losing team's score and square this value.
3. Add the value from 1 and 2 above together to get the participant's "score approximation."

The tied participant with the lowest "Score Approximation" will be deemed the winner.

If there are still ties, the ties will be broken based on the following criteria in this order:

1. The most points earned in the Fifth Round.
2. If there is still a tie, the winner will be randomly selected from the tied players.

## 2. ELIGIBILITY RESTRICTIONS

- a. This Contest is open to legal residents of the 50 states of United States and the District of Columbia, who are 18 years of age or older, and legal residents of Canada (excluding Quebec), who are of legal age of majority in their province of residence, at the time of entry. Local affiliates may restrict eligibility for affiliate prizes; eligibility for local affiliate prizes will be posted on the local affiliate's website. Employees of Sponsor and participating affiliates (the "Promotion Parties"), and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and households of each such employee are not eligible to participate or win a prize. This contest is void in Quebec and where prohibited by law.
- b. The following individuals are NOT eligible to enter Station contests at any time, even if such individuals meet the age and residency requirements above: (i) any employees (i.e., full-time, part-time and/or temporary employees) of the Station, Bonneville International Corporation, other area radio stations, Contest Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (iii) any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.

- c. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any Entrant who does not meet the eligibility requirements and will also delete any entry as required by law.
- d. This Contest is subject to all applicable federal, state and local laws and regulations. By participating and/or acceptance of prize(s), Entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.

#### 4. PRIZES

- a. The Promotion Parties reserve the right to substitute any prize with another prize of equal or greater value. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor.
- b. The Promotion Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are provided only by the manufacturer, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. Each winner is responsible for all federal, state and local taxes and may be required to complete an IRS form W-9. Sponsor reserves the right to withhold prizes until completed form W-9 is received.
- c. National Prizes
  - i. Winner of Full Bracket game individual rounds - \$75.00 VISA Gift Card
  - ii. Overall Winner of Full Bracket - \$475.00 VISA Gift Card
  - iii. Overall winner of 16 Team Bracket - \$475.00 VISA Gift Card
  - iv. Overall winner of 4 Team Bracket - \$475.00 VISA Gift Card

#### 5. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management and Contest Sponsor with respect to the Contest are final.

#### 6. CONDITIONS

- a. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that Entrant's entries and that Entrant may be disqualified. The use of any device to automate multiple entries is prohibited. Any use of robotic, repetitive, automatic, programmed, or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that Entrant at the Station's discretion. The Station's computer or

telephone system is the official time keeping device for this Contest. In the event of a dispute, all entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address; or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. Failure to comply with the rules of the Contest may result in an Entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good-faith determination that an Entrant has cheated or committed fraudulent activity in connection with a Contest, the Station may disqualify that Entrant from entering and/or winning this and any or all future Station-administered contests and seek damages to the fullest extent permitted by law.

- b. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Station makes material changes to the terms and conditions of the Contest, any such material changes will be broadcast on the Station and/or posted on its website: <https://kslsports.com/> within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Station, any prize related location is closed, or competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled due to weather, natural disasters, disease, epidemic, pandemic, national or regional emergency, the Station reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- c. Calling the Station regarding the Contest constitutes permission for the Station to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all Entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation, and without compensation, except where prohibited by law.
- d. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by Entrant and/or Winner (and by Winner's guest(s) if applicable) to forever discharge, indemnify, and hold harmless Station, its affiliates, parents, assigns,

successors, employees, participating Contest Sponsors, agents and all others connected with them, and the Contest (the "Released Parties") from any and all liability, claims, actions, and losses or damages, including but not limited to personal injury or communicable diseases sustained or incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents, and all others connected with them and the Contest.

- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals, or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Winner(s) (and Winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same; or (vii) if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part cannot be awarded due to acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Station's or Contest Sponsor's sole control. Upon awarding the prize, the Station or Contest Sponsor will have no further obligation to the Winner.
- f. Except where prohibited, by entering the Contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Salt Lake City, Utah; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased.



Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## 7. PRIVACY

- a. By participating in the Contest and/or acceptance of prize(s), Entrant agrees to the Station's Terms of Use Agreement, and to the use of Entrant's personal information as described in the Privacy Policy located at: <https://kslsports.com/>. In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. Any information that Twitter, Facebook, or Instagram collects through an entry in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

## 7. COPY OF OFFICIAL RULES

- a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), only one (1) entry will be recorded per Entrant no matter how many times an Entrant votes. Any attempt by any one or more Entrants to obtain more than one (1) entry by using the same phone number, email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such Entrant(s) will be disqualified.
- b. Copies of these rules are available at the Station's website: <https://kslsports.com/>, in person at the Station located 55 North 300 West, Salt Lake City, Utah 84180, during regular business hours 8:00 a.m. (MT) to 5:00 p.m. (MT), Monday through Friday, or by sending a request, along with a self-addressed stamped envelope, to the Station at the same address.