

\$1,000,000 College Basketball Mayhem Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

Promotional Period:

- Beginning at 11:00 PM EDT on March 13, 2022, until 11:00 AM EDT March 17, 2022 (“The Registration Period”), you may enter the \$1,000,000 College Basketball Mayhem Contest (“Promotion”). The Promotion is sponsored by Aptivada, LLC (“Main Sponsor”). The Grand Prize Contest is scheduled to occur between March 13th, 2022 and April 4th, 2022 during the designated 2022 Men’s College Basketball Tournament.
- Designated Tournament: 2022 Men’s College Basketball Tournament being played from March 17th, 2022 to April 4th, 2022.

Entry Method: During the Promotional Period, you may enter by visiting the website of the Participating Station or Sponsor (radiocontest.com) and following the instructions to enter.

Each entrant must fully complete the online entry form with all required information, including your name, zip code, valid email address and phone number, including area code. Each registrant will designate their own username (email address) and password. The designated ‘Screen Name’ will be the first name and last initial and will be displayed on the ‘Leaders’ and ‘Picks’ section during the contest. Each registrant’s username (email address) & password will allow participants to return to the contest site to Log-in and view their prediction, points, and standings.

Entrants must provide truthful information when entering the Promotion; the Promotion Entities may reject and delete any entry found to be false or fraudulent, as determined by the Promotion Entities.

Entrants must submit all information required on the entry form, which may include first and last name, telephone number, email address, home address, and/or date of birth. Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address.

Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt.

All entry information may be shared with the sponsors described in the attached list, and entrants may be contacted with promotional or marketing materials with the option to opt out.

If you are listening to a Participating Station via internet streaming or smartphone app, you are eligible to participate in the Promotion. However, due to streaming delays, the window to enter

for a chance to win may be shortened or have already closed. To avoid such delays, listen to the Participating Station over the air on the radio.

This Promotion is in no way sponsored, endorsed or administered by, or associated with the NCAA, any participating colleges or universities, Facebook, Twitter, Instagram, or any other social media platform. By submission of an entry, you release Facebook, Twitter, Instagram and any other social media platform from any responsibility or liability related to the Promotions. You are providing entry information to one or more of the Promotion Entities and not to Facebook, Twitter, Instagram or any other social media platform.

Promotion Entities are not responsible for technical outages, delays, or malfunctions of any kind, including those related to the Internet, cell phone service, or computer failures. Accordingly, Promotion Entities are not responsible for errors or data loss of any kind, lost or unavailable Internet connections, failed, incomplete, garbled or deleted computer or network transmissions, inability to access any website or online service, any other error or malfunction, late, lost, illegible or misdirected entries, or for printing errors in any advertisement, entry form or rules.

Entry materials that have been tampered with or altered are void. If the Promotion Entities determine, in their sole discretion, that there is any suspected or actual electronic tampering with the Promotion or if technical difficulties compromise the integrity of the Promotion, the Promotion Entities reserve the right to void the entries at issue and/or modify, suspend or terminate the Promotion. If, for any reason, the Promotion is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Promotion Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Promotion Entities reserve the right to modify, suspend or terminate the Promotion.

Any attempt by an entrant or any person to deliberately damage any website or social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, Aptivada reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Aptivada's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Eligibility: The Promotion is open to all legal residents of the U.S. 21 years of age or older, except employees of Aptivada, Participating Stations and other Sponsors (collectively, the "Promotion Entities"), other television or radio stations located in the same market as a Participating Station, and their respective parents, subsidiaries, affiliates, advertising or promotion partners (if any), and members of their immediate families or persons living in the same household. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States and where prohibited. Entrants who do not meet the eligibility requirements will be disqualified and unable to win.

- **Eligible Entries:** Only the entries received from contestants who have successfully completed the bracket prediction entry by the deadline of March 17th, 2022 at 11:00AM EDT will be eligible to participate in the grand prize contest. Any additional entries that

have been received after the deadline are ineligible to participate or win any prize, regardless of the accuracy of their submitted bracket prediction.

- Bracket Prediction: Bracket predictions must be completed and submitted between March 13th, 2022 following team selection announcements for the designated Men's College Basketball Tournament and March 17th, 2022 prior to 11:00 AM EDT.
- Play-In Games: The play-in games on March 15th and March 16, 2022 are byes, and not part of the prediction challenge.
- Once the designated 2022 Men's College Basketball Tournament team selections have been announced on March 13th, 2022, all registered or newly registering participants must fully complete the provided Bracket Prediction form on the Edit/Update Picks page of the contest website.
- All picks are saved automatically and can be changed and modified until brackets close at 11:00 AM EDT on March 17th, 2022.
- Completed bracket prediction entries must be received by 11:00 AM EDT on March 17th, 2022 in order to be eligible to participate or claim any prize. Any registered participant or contestant who fails to fully or correctly complete the on-line registration form, or fully and correctly complete the required Bracket Prediction for all games in the designated tournament, and save their picks, will be disqualified from the contest and will be ineligible to claim any prize.

Any bracket prediction not received by the required deadline for any reason including, but not limited to transmission error, internet problems, equipment or website malfunction, internet traffic or errors caused by viruses or hackers will be disqualified. Main Sponsor is not responsible for any delays or difficulty in receipt of an eligible contestant's Bracket Prediction that prevents participation.

Any incomplete or illegible entries will be disqualified. 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.

Each participant must submit an entry on his/her own behalf. Any entry 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.

In conjunction with this national Promotion, a Participating Station or Sponsor may be conducting its own contest or sweepstakes for a chance to win a local prize. For more information and official rules, visit the website of the Participating Station or Sponsor. Aptivada is not responsible for the conduct or administration of any such local contest/sweepstakes, including without limitation procuring and awarding a local prize.

Prizes and Odds of Winning:

- A total of one (1) contestant will have a chance at the grand prize of \$1,000,000 if they have filled out a complete and perfect bracket.
- Odds of winning depend on the number of eligible entries received.
- Prizes cannot be transferred or substituted except in Aptivada's sole discretion. Aptivada reserves the right to substitute the prize with a prize of comparable or greater value (as determined by Aptivada in its sole discretion). The prize is expressly limited to the item listed above.
- By accepting a prize, winner agrees to release Aptivada and its advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the receipt, ownership or use of the prize.

Scoring:

- If any eligible contestant correctly predicts all 63 games in the designated Men's College Basketball Tournament, they will be eligible to claim the grand prize of \$1,000,000 subject to verification of compliance with these official rules.
- A maximum of one (1) grand prize will be awarded. In the event of multiple winning entries, then the cash value of the grand prize will be evenly distributed among eligible winning contestants. If no eligible contestant successfully completes the grand prize-winning requirements, then 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. All income, federal, state and local taxes are Grand Prize or Bonus Prize winner's sole responsibility. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion.
- 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 the winner. Prize awards are non-transferable, and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein.
- Bracket Points: Each eligible Entrant who has successfully completed the online registration and bracket as required by these Official Rules will receive the following points for each of the sixty-three (63) games for which they have correctly determined the winning team:
 - i. One (1) point for each correct pick in Round
1
 - ii. Two (2) points for each correct pick in Round
2
 - iii. Four (4) points for each correct pick in Round
3

- 4
 - iv. Eight (8) points for each correct pick in Round
- Round 5
 - v. Sixteen (16) points for each correct pick in
- Champion
 - vi. Thirty-two (32) points for the correct

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- Any incorrect entries will receive zero (0) points. The maximum point total for correctly determining the winning team in every game played during the Designated Tournament is one hundred ninety-two (192) points. At the completion of the designated tournament, each eligible Entrant's bracket entry received will be compared to the actual bracket outcome.
- Tie Breaking Procedures:
 - - i. Bracket Winner: In the event of a tie among any point leaders in the Bracket prediction, the tie-breakers to determine the 'Bracket Winner' for the Local Sweepstakes prize shall be as follows (tie breaker procedures shall not apply for the \$1,000,000 Grand Prize – see below):
- Each player will choose a score for a designated matchup, the "Tiebreaker Matchup". The absolute value of the difference between the chosen and actual score for tiebreaker team #1 is added to the absolute value of the difference between the chosen and actual score for tiebreaker team #2, then this value will be subtracted from the possible baseline tiebreaker points of one hundred (100). If player leaves either tiebreaker team blank the player will automatically receive zero (0) tiebreaker points. The player's tiebreaker points will be a separate score and will only be used in the case of a tie. In which case the player with the highest tiebreaker points will be the winner. If a tie still exists after using the tiebreaker formula then a random winner will be chosen from the pool of tied players.
- In order for the \$1,000,000 Grand Prize to be awarded, an eligible Entrant must correctly predict all sixty-three (63) games in the designated Men's College Basketball Tournament. If no eligible Entrants correctly predict all sixty-three (63) games, then the \$1,000,000 Grand Prize will not be awarded.

Winner Selection and Notification:

- If there is a winner, they will be contacted by Aptivada at the phone number or email provided at the time of entry. Aptivada is not responsible for any prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Aptivada's control.
- Prior to awarding a prize, Aptivada in its sole discretion may require verification of winner's identification by a showing of valid government-issued photo ID.
- Decisions of Aptivada with respect to winner selection and the awarding of prizes are final and binding when made.

General

- Payments of all federal, state and local taxes are solely the responsibility of winner. Winner must execute and return any required IRS form (including IRS form 1099), affidavit of eligibility, liability and publicity release (where permitted by law), or similar document within ten (10) days of notification or winner may be disqualified in Aptivada's sole discretion and the prize will be forfeited.
- Any entrant who provides a mobile wireless number in connection with the Promotion, including by providing a mobile number for winner notification purposes, is responsible for informing the Promotion Entities if his or her number is reassigned to another person at any time before the end of the Promotion and for providing an alternative number where he or she may be reached.
- Participating in the Promotion and accepting a prize constitutes the winner's permission for Aptivada or its agents to photograph, film, and record winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, Aptivada may, where legal, require a winner to sign a publicity release confirming such consent prior to acceptance of the prize.
- To the fullest extent permitted by law, by participating in the Promotion and/or accepting a prize, you understand and agree:
 - to release and hold harmless Promotion Entities, and each of their respective parent, subsidiary and affiliated entities, advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook), and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the Prize or the Promotion. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.
 - that the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
 - that 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 (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
 - that any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Main Sponsor is located, without regard to the conflicts of laws and rules of that State or Commonwealth;
 - that any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State of Utah, and you submit to the jurisdiction of and waive all objections to the jurisdiction or venue of such tribunal; and
 - if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.
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The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

Official Rules and Winner List: To obtain a copy of these Official Rules or a winner list following completion of the Promotion, send a request email to marketing@aptivada.com.