

Fox 5 San Diego \$25,000 Fantasy Racing League

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID IN THE 50 UNITED STATES (U.S.) AND DISTRICT OF COLUMBIA (D.C.) ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: Fox 5 Fantasy Racing League (the "Contest").

Contest Dates: Contest registration is scheduled to begin at 12:00am Eastern Time ("ET") on **3/1/2010** and end at 11:45am ET on **5/30/2010** (the "Registration Period"). The contest will occur during each designated Professional Stock Car racing event as scheduled including the (10) Sprint Cup series races between 3/7/2010 – 5/30/2010. Race schedule is subject to change or rescheduling. The Contest is subject to all applicable federal, state and local laws and regulations and is void outside the U.S. and where prohibited.

Who May Enter: Contest is open to legal residents of U.S., who are legal residents of California and reside within the broadcast viewing area of KSWB-TV, who are age 18 or older as of date of entry, and have a valid U.S. driver's license, except the following persons who are not eligible to enter or win:

- a. Employees, officers, and directors of Tribune Company, Fox 5/KSWB, Think Blue, Jimmie Johnson's Kearny Mesa Chevrolet ("Sponsors"), Million Dollar Media, LLC (the "Administrator"), 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 Contest (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 Contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses, regardless of where they reside.

How to Register: Visit www.fox5sandiego.com during the Registration Period, then find and click the 'Fantasy Racing League' contest web banner to connect to the Contest website and registration page. Each entrant must fully complete the registration page with all required information including his/her name, complete address (*including city, state & zip*), valid email address, birth date, and phone number(s) (*including area code(s)*). Each registrant will receive a username & password to log-in during each return visit to the contest website, to participate in the weekly Top 10 driver prediction contest.

After having read and agreed to these Official Rules, click the submit button to submit your on-line registration. On-line registration must be fully complete for all required information. Maximum of one registration per person and per valid email address during the entire Registration Period. Any on-line registration submitted with an invalid email address will automatically be disqualified, and will be ineligible to claim any prize. Incomplete or illegible registrations will be disqualified.

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), featured products or services, special events or sales offers, or purchase incentives 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 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 the prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different email addresses, identities, or any other methods will void all entries submitted by that participant and that participant may be disqualified. 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 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 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: After successfully completing the on-line registration, be one of the first 5,000 registered contestants to submit a Top 10 Finisher prediction for each week's designated race. (*Registered contestants may submit their Top 10 Finisher predictions in advance for any week's designated race.*) Designated weekly races are as follows:

- **Total Number of Races:** 10
- **Eligible Race Dates:** Designated Races between 3/7/2010 – 5/30/2010
- **Designated Race Events:**
 - **(10) Professional Stock Car Sprint Cup Series Races occurring between 3/7/2010 – 5/30/2010;** (*Note: The Showdown and All-Star Races on 5/22/2010 are excluded from this contest.*)

Prediction: Each eligible contestant must fully complete their Prediction of the Top 10 Drivers in their exact order of finishing position (1 – 10) for the designated race, by selecting a driver from the available pick down list on the contest website and designating their predicted order of finish. The pick down list will include the name of all driver's scheduled to participate in that week's race. Sponsor and administrator are not responsible for any driver that is not included in the list due to changes by the racing league, or any human, programming or technical errors that prevents a designated driver from being selected. Participating contestants will not be able to claim any prize award if a Top 10 Finishing driver is missing from the available pick down list for any scheduled race.

Save Picks: After selecting and completing your prediction for all Top 10 Drivers in their exact order of finish (or making any revisions to a submitting prediction), contestants are required to submit and click the 'Save Picks' button on the contest website to save their prediction selections, updates to their predictions, or tie-breaker prediction. Any changes or predictions made without clicking the 'Save Picks' will not be saved or recognized for this contest; and will not be eligible for any prize award, regardless of the claimed accuracy of the prediction.

Prediction Submission Deadline: All submitted Top 10 Finisher predictions must be saved at least one (1) hour prior to the scheduled start of that week's designated race. Any entry not submitted or received for any reason prior to the stated deadline for a scheduled race will be disqualified and will be ineligible to participate or win any prize.

Receipt of Predictions: Only eligible entries that are actually received, stored and saved in the on-line contest database, prior to the scheduled prediction deadline, are eligible to participate for each weekly race.

Any prediction that is not actually received or saved in the on-line contest database for any reason, including due to contestant error in the selection, submission or saving of their prediction; contestant's failure to 'save' their picks; software or hardware problems on the contestants computer; programming errors on the contest website; internet connection or transmission issues; website traffic, malfunction or failure; viruses, spam or denial of service attacks; or for any other reason shall not be eligible for that week's contest regardless of the accuracy of the claimed prediction. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible registrations or weekly entries, or for any registration or weekly entry submitted in a manner that is not expressly allowed under these rules, or for any registration or weekly entry not submitted, saved or received for any reason, including due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, human or programming errors, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections; all of which will be disqualified.

Scoring: At the conclusion of each week's race, the Contest Administrator shall compare every eligible entry received for that week's designated race to the actual outcome for that race. The official final race results and all decisions by race officials shall be final for the purposes of determining the actual Top 10 Finishers of the designated race. If the order of the top 10 finishers of any designated race is changed or altered in any way after the race by disqualification or forfeit of any driver, then only the official final race results will apply for determining the actual Top 10 Finishers of the race.

- **10 Points – Exact Finishing Position:** Each eligible contestant will receive (10) points for each driver that they have correctly predicted in their exact finishing position for that week's designated race. For example, if a contestant predicts a driver to finish in 5th place, and that driver actually finishes in 5th place, then the contestant will be awarded 10 points.
- **3 Points – Predicted Driver Finishes Anywhere Among Top 10 Finishers:** Each eligible contestant will receive (3) points for each driver they have predicted that finishes among the Top 10 driver's in that week's race, but that is not in the correct exact finishing position. For example, if a contestant predicts a driver to finish in 1st place, and that driver actually finishes in 10th place (*or anywhere among the Top 10 finishers*), then the contestant will be awarded 3 points.

A perfect score shall be (100) points for correctly predicting all Top (10) drivers in their exact finishing position (1 – 10). If any registered contestant fails to submit a prediction, fails to submit an entry by the required deadline, or fails to be one of the first 5,000 contestants to submit an entry – they will have no opportunity to participate in that week's race, earn any points, or claim any prizes for that week.

Tie-Breaker: Each weekly entrant must submit and save their 'Tie Breaker' prediction. The weekly tie-breaker shall be based upon the actual average race speed of the driver who finishes in 1st place in that week's race. Contestants should submit their average race speed prediction to the one thousandth of a point (i.e. xxx.xxx). Any contestant who fails to complete the Average Race Speed 'tie-breaker' prediction will be assigned an average race speed of 0 for the purposes of the tie-breaker procedure. The tie-breaker results will only be utilized in the event of a tie for the Season Long or Weekly prize (tie-breaker will not be used for the Fantasy Grand Prize – see below).

Fantasy Grand Prize: In order to claim the Fantasy Racing League grand prize, a registered contestant must have submitted an eligible entry that correctly predicted the actual Top 10 Drivers in their exact order of finish for that week's designated race. In the event that there is no correct Top 10 Finisher prediction submitted by an eligible and registered contestant during the contest period, then the Fantasy Grand Prize **will not be awarded.**

Season Point Total: Each eligible contestant's weekly point total will be added to their season-long points total in the Fantasy Racing League contest. Weekly points and season-long point totals will be posted on the standings page on the contest website for each registered participant.

Prize Awards:

Fantasy Grand Prize: The Fantasy Racing League grand prize for correctly predicting all Top 10 Finishing Driver's in their exact order of finish (1 – 10) for any designated race during the contest period, according to requirements of these Official Rules is: **\$25,000 cash.**

There is a maximum of one grand prize award, to the first eligible contestant who successfully completes the grand prize contest requirements. **In the event of multiple winning entries received during any weekly race, then the cash value of the grand prize will be evenly split among eligible winning contestants for that week's race.**

Weekly Points Winner: The eligible contestant who earns the most weekly points will be awarded the weekly prize award: **a free oil change from Jimmie Johnson Chevrolet, with a maximum retail value not to exceed \$50.**

In the event of a tie in any weekly race results, the weekly points winner will be determined by the tie-breaker based upon each tied contestant's prediction of the Average Speed of the 1st place finisher in the race. The contestant with the closest prediction to the actual Average Speed will be declared the winner. If a contestant has failed to submit an average speed prediction, their default prediction will be 0 mph. If there remains a tie between any contestants, then the sponsor shall conduct a random draw among the remaining tied contestants to determine the weekly points winner.

Season Long Points Winner: The top contestant who earns the most Season Long Points during the entire contest period will be awarded the season long prize award: An oil change, tire rotation and \$500 voucher for a new or used car with a 90 day expiration date, with an ARV not to exceed \$600.

In the event of a tie in the Season Long points total, the Top Season Long points winner will be determined by the tie-breaker based upon each tied contestant's prediction of the Average Speed of the 1st place finisher in the last race of the season. The contestant with the closest prediction to the actual Average Speed will be declared the winner. If a contestant has failed to submit an average speed prediction for the last week of the season, their default prediction will be 0 mph. If there remains a tie between any contestants, then the sponsor shall conduct a random draw among the remaining tied contestants to determine the Season Long points winner.

Random Selection – Trip Winner: One (1) finalist will be randomly selected from all participants at the conclusion of the contest and will be awarded the End of Season Prize: A trip for winner and one (1) adult guest to Winner's choice of either: Las Vegas, NV; Salt Lake City, UT; Phoenix, AZ; San Francisco, CA; Seattle, WA; Albuquerque, NM; Dallas, TX; Houston, TX; New Orleans, LA. Trip consists of three (3) nights at a Sheraton Hotel (or comparable hotel) (single room double occupancy), roundtrip coach class air transportation for winner and guest from San Diego, CA to major airport located at destination of choice. Sixty (60) day advance notice is required for booking trip. The following blackout dates apply: 11/25/10, 12/25/10, 1/1/11. Prize is transferrable. Winner is responsible for any and all taxes associated with acceptance of prize. ARV of trip package is \$1,200.00. Actual value of First Bonus Prize may vary depending on destination, hotel and airfare fluctuations and seasonal price variations.

Prize winners must accept delivery of prize as specified by sponsor. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Prize winner, including but not limited to tax. All applicable income, federal, state and local taxes are Prize winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Administrator's sole discretion or as provided herein. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

If any potential Prize winner does not meet the eligibility requirements, or elects to decline their Prize, s/he will be disqualified and, at Administrator's discretion, alternate prize winners for weekly or season long prizes may be awarded to the contestant with the next highest point total. In the event a potential grand prize winner is declared ineligible, the grand prize will not be awarded to an alternate contestant. Any disqualified entrant will not receive any alternate prize substitution or compensation.

All of the following will apply for Prize winners: 1) Winner will be required to complete and return, within 5 days of date of receipt, a prize acceptance form, 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 U.S. driver's license as a condition of receiving the prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of the Grand Prize won (if prize value exceeds \$600); and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all income, local, state and federal taxes) on prize awarded. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation.

If winner is at least 18 years of age but still considered a minor in his/her jurisdiction of residence, Administrator may, at its sole discretion, award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

Additional Rules & Restrictions: By participating in this Contest entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins the prize and is later found to be in violation of these rules, he/she will be required to forfeit the prize or to reimburse Administrator 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 Sponsor 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 the 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 the prize (including any injury or harm resulting from use of the vehicle), and to assume all liability thereof.

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 and Internet access. Administrator 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 Administrator's control, or otherwise. Released Parties disclaim any liability for entries not received 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 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 processing of entries or in the announcement of the prize or prize winner.

Administrator reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Contest, in the opinion of the Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by

Administrator, in its sole discretion. In the event of early termination of the Contest, Administrator reserves the right to determine the any applicable prize winner(s) in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute 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 Contest, or the prize 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 Contest, 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 Contest, 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 New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Official Rules & Winner's Name: For a copy of these Official Rules or the name of prize winner, send a self-addressed stamped envelope to be received by 7/30/10 to: Fox 5 San Diego \$25,000 Fantasy Racing Prediction, C/O Million Dollar Media, LLC, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting: Official Rules or Winner's Name.

Sponsor: This Contest is sponsored by KSWB-TV, 7191 Engineer Rd., San Diego, CA 92111, Think Blue, 2781 Caminito Chollas, San Diego, CA 92105 and Jimmie Johnson's Kearny Mesa Chevrolet, 7978 Balboa Avenue, San Diego, CA 92064

Administrator: This Contest is administered by Million Dollar Media, LLC, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095.