

# **KLOS Football Pick 'Em Pool & Final Score Prediction Challenge**

## **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID IN CALIFORNIA, WASHINGTON AND OREGON ONLY AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.**

**Contest Name:** KLOS Football Pick 'Em Pool & Final Score Prediction Challenge (the "Contest").

**Contest Dates:** Contest registration is scheduled to begin on **8/22/2011** and end on **1/1/2012** (the "Registration and Contest Period").

- The weekly football picks portion of the contest will be executed each week during the 2011 professional football regular season games.
- The grand prize final score prediction challenge contest (see below) is scheduled to occur on **2/5/2012** during the Professional Football Championship Game being played in Indianapolis, IN, and is open only to the one (1) designated grand prize finalist as determined per the official rules below.

Contest is subject to all applicable federal, state and local laws and regulations and is void outside California and where prohibited.

**Who may Enter:** Contest is open to legal U.S. residents of CA, WA and OR, and who are age 18 or older as of date of entry, and have a valid U.S. driver's license or government issued ID, except the following persons who are not eligible to enter or win:

- a) Employees, officers, and directors of **Commerce Casino, Paul's TV, OC Hydroponics, Montebello Chevrolet** (collectively "Sponsors"), **Million Dollar Media, LLC** ("Administrator"), **KLOS-FM** ("Station"), **Cumulus Media**, 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 promotion (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 promotion, 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.
- b) Individuals who do not have current access to an internet connection in order to visit the contest website, or a valid email address to register.

**How to Enter – On-Line:** Visit [www.955klos.com](http://www.955klos.com) during the Registration Period, and click the Football Pick 'Em Pool entry button to connect to the Contest registration page. Fully complete the on-line registration page with all required information, including your name, complete address (*including city, state and zip*), valid email address, birth date, and phone number (*including area code*). Each registrant will designate their own 'Username', 'Screen Name' and Password during registration. The designated 'Screen Name' will be displayed on the 'Standings Page' during the contest. Each registrant's Username & Password will allow that participant to return to the contest site to Log-in to make their weekly football game picks, and to view weekly results and season-long standings.

After having read and agreed to these Official Rules, click the submit button to submit your on-line registration. All entries must be fully complete for all required registration information. Any entry submitted with an invalid email address will be disqualified. **Maximum of one entry per person or per valid email address.**

**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), upcoming contests, promotions, special events or offers, or other sales 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 and participate 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 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.

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.

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 email 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 – Weekly Picks:** Each eligible participant who has successfully completed the on-line registration must follow the on-line instructions to participate and play. Each week, visit the contest site prior to the start of that week's professional football games to submit your weekly picks of the winners in each of the featured Professional Football games scheduled for that week. Sponsor shall solely determine and designate the games to be featured for each week's contest attempts.

**Save Picks – IMPORTANT:** After making or updating your prediction of the winner in each featured game for that week – **click the 'Save Picks' button to save and record your picks. Failure to click the 'Save Picks' will void any selections or updates to your selections for that week.** Sponsor is not responsible for any difficulties in selecting, changing, submitting or saving picks prior to the start of each week's games. Any picks not saved or received on the contest site for any reason are void. **All picks must be selected and saved prior to the start of each designated game.**

**Cumulative Points Prediction:** Each participant is also required to submit their prediction of the Total Cumulative Points to be scored in the last game scheduled to be played each week as listed on the contest website – i.e. *game 2 in the event of 2 games on Monday night.* **Any contestant who failed to complete and save their Total Cumulative Points 'tie-breaker' prediction will be assigned a point total of 0 points for that game.**

**Scoring:** Each participant who has successfully completed and submitted their on-line selections each week will receive 1-point for each game in which they have correctly predicted the winning team. Any incorrect predictions will receive 0 points.

**Tie Breaking Procedures:** In the event of a tie among the weekly point leaders in any week of the contest, the tie-breakers shall be as follows:

- Contestant who has predicted the actual or closest to the actual Cumulative Points total in the last game scheduled to be played for that corresponding week (*or per above for week 17*), regardless if their actual prediction is higher or lower than the actual point total.
- In the event of a remaining tie among any eligible contestants, the tie-breaker shall then be a random drawing among the tied contestants conducted by the Contest Administrator.

#### **Prize Winner/Finalist Selection & Notification**

**Weekly Point Winner:** Following each week's regular season games, sponsor shall determine the weekly prize winner (see weekly prize description below) by determining the participant who has correctly picked the most correct winning teams that week. This contestant who has scored the most points by correctly predicting the most winning teams that week will be designated as the weekly prize winner. In the event of a tie among finalists in the lead for the most weekly points – then Sponsor shall use the tie-breaking procedures outlined above to determine the weekly prize winner.

**Season-Long Points Champion:** On or about **1/3/2012**, Sponsor shall determine the grand prize finalist (see grand prize contest description below) by determining the participant who has correctly picked the most correct winning teams during the entire contest period. This contestant who has scored the most points by correctly predicting the most winning teams during the entire contest period will be designated as the grand prize finalist. In the event of a tie among finalists in the lead for the most Season-long points – then Sponsor shall use the tie-breaking procedures outlined above during the last week of the Season to determine the grand prize finalist.

Decisions of the Administrator in the selection and determination of finalist(s)/winner(s) and all matters relating to this Contest are final and binding. Each Weekly Prize Winner and the Grand Prize Finalist will be notified by phone the week following their determination as a weekly prize winner or grand prize finalist. If the Administrator is unsuccessful in its attempt to reach and speak directly with the selected participant by phone after 3 attempts over 48 hours to the phone number listed on that contestant's entry, then that contestant may be disqualified, and at sponsor's sole discretion the Sponsor may select and designate the next runner-up finisher in the contest as the prize winner or grand prize finalist.

During each notification phone call, the potential winner/finalist must confirm their eligibility, and their acceptance of the corresponding prize. If the selected winner/finalist does not meet the eligibility requirements, or is unable or unwilling to accept the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate winner/finalist will be

selected from among the next highest point scorer in the Contest and notified as per the procedures outlined above. Any disqualified contestant will not receive any alternate prize substitution or compensation.

**Season Long Champion – Grand Prize Finalist:** The designated season long champion designated as the grand prize finalist will be required to submit their prediction of the Final Score of the designated football game no later than 2/1/2012 at 5:00pm PT in order to be eligible to participate in the grand prize Final Score Prediction Challenge contest (see below):

**Designated Game: Professional Football Championship Game**  
**Game Date: 2/5/2012 – Indianapolis, IN**

The following requirements apply to the submitted Final Score prediction by the designated grand prize finalist:

- The Final Score prediction must be received in writing by the Sponsor designated deadline, which shall be no later than 5:00pm PT on 2/1/2012;
- The prediction must be clear, complete and legible;
- In order to claim the Score Prediction grand prize, the Final Score prediction submitted by the designated Grand Prize Finalist must be completely accurate and match the exact final score with the correct team
  - For example, if the actual final score of the designated game is Miami – 27, Dallas – 10, then a submitted final score prediction of Dallas – 27, Miami – 10 or a prediction of 27 – 10 without specifying the associated teams will not constitute a winning entry.
- At the completion of the designated game, the eligible finalist's Final Score prediction will be compared to the actual Final Score. The grand prize will be awarded only if the eligible finalist has submitted a final score prediction that exactly matches the actual final score for both teams of the designated game.

#### **Prize Awards:**

**Weekly 1<sup>st</sup> Place Finisher – Maximum (1) winner per week:** The weekly 1<sup>st</sup> place finisher who correctly picks the most winning teams each week during the Promotion Period, as solely determined by Sponsor, shall receive the weekly prize package. The weekly prize package is: **a \$150.00 Gift Card to Paul's TV, subject to the terms and conditions of Paul's TV gift card policy.**

**Grand Prize Finalist Qualifying Prize – Maximum of (1) prize award:** The season-long champion who has scored the most points during the entire contest period as solely determined by sponsor, shall be awarded the grand prize finalist qualifying prize: **Opportunity to participate in the Final Score Prediction Challenge (see below), and a 55-inch Samsung 3D LED 240Hz big screen from Paul's TV including free Megamind Kit and free Bluray disc player, with a maximum retail value not to exceed \$2,500. Exact make, model and options as solely determined and designated by sponsor.**

**Grand Prize Finalist – Final Score Prediction Challenge Contest Prize:** The grand prize finalist shall be allowed one opportunity to submit their prediction of the exact Final Score for both teams playing in the designated game, per the contest requirements outlined above. The grand prize for correctly predicting the exact Final Score for both teams of the designated game, as required by these Official Rules is: **\$100,000 Cash, and a 2011 Chevrolet Silverado 1500 2WD Crew Cab LT from Chevrolet of Montebello, with a maximum MSRP not to exceed \$35,000.**

Final Score Prediction Challenge grand prize award is based upon approval and verification of compliance with these Official Rules. If the designated finalist does not correctly predict the exact Final Score for both teams playing in the designated game, then the **\$100,000 and \$35,000 Chevrolet vehicle portion of the prize will not be awarded.**

Winner, if any, must accept delivery of vehicle from Chevrolet of Montebello, or as otherwise specified by Sponsor. Administrator will solely designate and specify available vehicle including make, model, color and options for Grand Prize winner's prize award. Grand Prize winner may not substitute, exchange, or apply the vehicle's value towards a higher cost or alternate vehicle. Designated vehicle must be the Sponsor designated vehicle that is currently in designated dealer's stock of inventory. Administrator reserves the right to award an alternate year model (*i.e.* 2010), if the 2011 model is not available at the time of prize award.

If the designated prize vehicle MSRP is under \$35,000.00, the winner will not be awarded the difference between the vehicle's actual MSRP and \$35,000.00. Grand Prize winner is responsible for paying any and all sales tax on prize award at time of delivery, estimated at approximately \$2,100 (based on a 6.0% tax value) but may vary depending on the state and county in which the vehicle is 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, including but not limited to tax, title, insurance, license and registration fees. All income, federal, state and local taxes are Grand Prize winner's sole responsibility. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

In the event of an eligible winning Final Score prediction, the corresponding finalist will receive their prize within approximately 2-weeks of completion and return of the required documents and verification of the winning score prediction and eligibility. All of the following will apply for a grand prize winner, if any: 1) Winner will be required to complete and return, within 5 days of date of receipt, 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 driver's license as a condition of participating or receiving any prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won, if prize value exceeds \$600; and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded.

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 winner. Prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. **Maximum value of all available prize awards: \$140,050, including available Final Score Prediction Challenge portion of the grand prize.**

**Additional Rules & Restrictions:** By participating, 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 a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor 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 any 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 any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

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, mobile phone equipment, Internet access and cellular networks. Sponsor 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 Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to technical difficulties or transmission errors. The Sponsor disclaims 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 or mobile phone 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 cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor 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 Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine the finalists 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 Promotion, or any prizes 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 York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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 Promotion, 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 the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

**Odds:** Odds of being selected as a weekly winner or the grand prize finalist are dependent upon the total number of eligible participants, the number of weeks each entrant participates, and the ability of each participant to correctly predict the winner of the designated games. The odds of winning the Final Score Prediction portion of the grand prize, is based upon the participating finalist's ability to predict the final score of the game.

**Official Rules & Winners List:** For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 3/1/2012 to: KLOS Football Pick 'Em Pool, c/o Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

**Administrator:** Contest is administered by Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095.