

# ***SportsTalk Mississippi Pearl River Resort Bracket Challenge***

## **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

1. **PROMOTION ENTRY PERIOD:** SportsTalk Mississippi (SuperTalk Mississippi Media) and the Deuces Wild Pearl River Resort (collectively the "Sponsors") Bracket Challenge (the "Bracket Challenge") begins at 3:00:00 p.m. Central Time ("CT") on **March 14, 2023 and ends on Friday, March 16, 2023** immediately preceding the tip-off of the first game of the first round game of the **2023** NCAA Men's Basketball Tournament (the "Promotion Entry Period"). All entries must be received during the Promotion Entry Period

2. **ELIGIBILITY:** The Bracket Challenge is open only to legal residents of the 50 United States, District of Columbia and Canada (excluding Quebec), who are at least eighteen (18) years or older (or the age of majority in their jurisdiction of residence, whichever is older) as of the date of entry. The following are not eligible to participate in the Bracket Challenge: (i) employees and agents of Sponsors, each of their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies; and (ii) the **"immediate family members"** and/or "household members" of any of the persons set forth in (i) above. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. **"Household members"** shall mean people who share the same residence at least three (3) months a year.

3. **HOW TO ENTER:** During the Promotion Entry Period, submit your entry by visiting <https://fantasy.espn.com/tournament-challenge-bracket/2023/en/group?groupID=5218492> and follow the "Create a Bracket Now" link. Then, (i) review the submission guidelines and (ii) complete and submit the entry form with all requested information (including your name, email address, phone number, date of birth, and/or any other information requested by the Sponsors) along with your bracket prediction to receive one (1) entry into the Bracket Challenge. **Limit:** One (1) entry per person during the Promotion Entry Period. Entries must contain all information requested to be valid. All eligible Entries must be received during the Promotion Entry Period to be eligible.

## 4. **SCORING**

From all eligible brackets received, the winner will be determined based on their ability to accumulate the most points during the Tournament as a whole. You may change your selections up the Lock Time as described below. In order to maximize the opportunity to accrue the most points, register and submit your bracket no later than the Lock Time. If no selections are submitted for a game prior to the Lock Time, no points will be received relative to such corresponding game. Points for a correct pick in a given round in the Tournament is shown below:

- Round 1 (Round of 64): 10 points per correct pick
- Round 2 (Round of 32): 20 points per correct pick
- Round 3 (Round of 16): 40 points per correct pick
- Round 4 (Round of 8): 80 points per correct pick
- Round 5 (Round of 4): 160 points per correct pick

- Round 6 {Championship game}: 320 points per correct pick

In the event a Tournament basketball game does not occur as scheduled (e.g., due to cancellation) no points will be awarded for that game.

Lock-time. All picks will lock at the scheduled tip off time of the first game of the first round of the Tournament currently scheduled for Thursday, **March 16, 2023** at 12:00 PM (the "**Lock Time**"). Your picks for the Tournament basketball games must be submitted, received and recorded by Sponsors' computer by the scheduled Lock Time. Selections submitted after the Lock Time are considered invalid. Sponsors' computer is the official time-keeping device for this Promotion.

Championship Game Score Prediction. Entrants may, but are not required to, submit a predicted score for the championship game in order to determine the entrant's "**Tiebreaker Game Score**" as explained below. If no predicted score is submitted for an entry, said entry will not be included in the Tiebreaker Game Score.

#### TIEBREAKERS:

- Tiebreaker #1 - An entrant's predicted score for the championship game is compared to the actual score of the championship game. The difference between the total amount of points scored in the Tournament's championship game and the total amount of points in the entrant's predicted score determines an entrant's Tiebreaker Game Score. The entry with the smallest difference is considered the highest ranked entry.
- Tiebreaker #2 - Highest number of points scored in Round 6.
- Tiebreaker #3 - Highest number of points scored in Round 5.
- Tiebreaker #4 - Highest number of points scored in Round 4.
- Tiebreaker #5 - Highest number of points scored in Round 3.
- Tiebreaker #6 - Highest number of points scored in Round 2.
- Tiebreaker #7 - Highest number of points scored in Round 1.

Entries must contain all information requested and comply with any and all applicable restrictions or requirements set forth herein to be valid. The Sponsors is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. The Released Parties (as defined below in Section 10) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete entries or communications, regardless of cause. Multiple entrants are not permitted to share the same email address or mobile phone number, as applicable. Should multiple users of the same email account or mobile phone number, as applicable, enter the Bracket Challenge and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an email address or mobile telephone number by an Internet access provider, online service provider, mobile telephone service provider or other organization which is responsible for assigning email addresses, mobile telephone numbers or the domain associated with the submitted email address. Proof of submission

of an entry shall not be deemed proof of submission or receipt by the Sponsors for online entries. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the above stated limit will be declared ineligible. All entries become the property of Sponsors and will not be receipt acknowledged or returned. Sponsors's decisions as to the administration and operation of the Bracket Challenge and the selection of potential winners are final and binding in all matters related to the Bracket Challenge. Where applicable, one (1) prize per person/household.

**4. WINNER SELECTION/ NOTIFICATION:** On or about **April 4, 2023**, the Sponsors will select the one prize entry with the most correct games. Odds of winning the prize depend upon the number of eligible entries received during the Promotion Entry Period.

Winner will be notified within three (3) weekdays after the winner selection via email or private message, and/or at Sponsors' discretion via telephone at the phone number provided during registration. **The Sponsors is not obligated to and may not leave a voicemail, answering machine, or other message when contacting a potential finalist and/or winner.** In the event a potential finalist and/or winner doesn't respond to Sponsors' notification or does not accept the prize within twenty-four (24) hours of notification, the prize will be deemed forfeited and an alternate potential finalist and/or winner will be selected based on scoring, who will also be notified in the same method. In the event that any one (1) or more potential finalist(s) and/or winner(s) fails to respond as stated above, declines the prize, or fails to provide signed Affidavits or releases (as defined below in Section 6), such potential finalist(s) and/or winner(s) will be deemed to forfeit the prize and Sponsors will select an alternate potential finalist(s) and/or winner(s) from the remaining eligible Entrants in the same method. If any alternate(s) similarly fails to respond or declines the prize, Sponsors will use a reasonable number of attempts, in its discretion (up to a maximum of three (3) attempts), to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsors shall have no further liability in connection with this Bracket Challenge.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsors, that the decisions of the Sponsors is final on all matters relating to the Bracket Challenge;

(c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Official Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion of the Bracket Challenge that participation may be required to be considered eligible.

Potential winner(s) is subject to verification, including verification of eligibility. If an Entrant is unable to verify his/her information, the Entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsors reserves the right to determine an alternate winner or finalist (if applicable) in accordance with these Official Rules in the event that that any winner or finalist is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Bracket Challenge events.** Notification is deemed to have occurred immediately upon placing of a telephone call or sending of an email or any other form of communication Sponsors may use to contact the finalists (if any) and/or a potential winner. The Sponsors is not responsible for any change of email address, mailing address, and/or telephone number of Entrants. The Bracket Challenge Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify a finalist and/or potential winner(s).

The potential winner(s) may collectively be referred to herein as "Winner" or "Winner(s)".

**5. PRIZE:**

One prize will be awarded to the selected winner. The prize is as follows:

2 Golf Shirts and a quarter-zip pullover from GenTeal Apparel.

Two nights at the Golden Moon Casino Resort located at 13541 Hwy. 16, Philadelphia, Mississippi; Two dinners for two at Phillip M's restaurant and Mama and Em, located in the Silver Star Hotel & Casino, and two rounds of golf at the Dancing Rabbit golf course for 4 players. The total ARV of all prize(s) is \$1,300.00.

Prize is provided by Sponsors.

**6. PUBLICITY:** Except where prohibited, by accepting a prize, Winner(s) grant the Bracket Challenge Entities permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner's name may be included in a publicly available winners list.

**7. USE OF PERSONAL INFORMATION:** The Sponsors will retain the Entrant's personal data for a reasonable period of time to enable it to send that Entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that Entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Bracket Challenge, Entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not**

**required to enter the Bracket Challenge, and consent to opt-in will not improve your chances of winning.**

**8. RELEASES. CONDITIONS. AND LIMITATIONS OF LIABILITY:** By participating in the Bracket Challenge, each Entrant agrees to release and waive any and all claims of liability against the Sponsors, Bracket Challenge Entities, and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Bracket Challenge, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, Winner(s) hereby agrees: (i) to release each of the Released Parties from any and all claims in connection with the Bracket Challenge and the award or use of the prize(s); and (ii) where allowed by law, sign a publicity release confirming consent to use the Winner's name/likeness as set forth in Section 8 prior to acceptance of the prize. The Released Parties are not responsible or liable to any Entrant or Winner or any person claiming through such Entrant or Winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings (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, viral or communicable disease outbreak, 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 Bracket Challenge Entities' sole control. Upon awarding the prize, the Sponsors will have no further obligation to a Winner.

**9. TAXES:** Any valuation of the prize(s) stated above is based on available information provided to the Sponsors, and the value of any prize awarded to a Winner may will be reported to the IRS as required by law. Winner(s) are solely responsible for reporting and paying any and all applicable federal, state, and local taxes related to prize acceptance and use not specified herein. Winner(s) must provide the Sponsors with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning \$600.00 or more in prizes from the Sponsors in a calendar year will be issued an IRS Form 1099 reporting the value of the prize(s) to the IRS.

**10. CONDUCT AND DECISIONS:** All decisions of the Sponsors will be final and binding on all matters relating to this Bracket Challenge. Persons who violate any rule, gain unfair advantage in participating in the Bracket Challenge, or obtain winner status using fraudulent means will be disqualified. The Sponsors will interpret these Official Rules and resolve any disputes, conflicting claims, or ambiguities concerning the Official Rules or the Bracket Challenge and the Sponsors' decisions concerning such disputes shall be final. If, for any reason, more bona fide Winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Bracket Challenge to the Sponsors' and/or Radio Show's "discretion" and/or any exercise of discretion by the Sponsors or Radio Show shall mean in Sponsors' and/or Radio Show's "sole and unfettered discretion." The

Sponsors further reserves the right to terminate the Bracket Challenge if, in its sole judgment, the Official Rules or the integrity of the Bracket Challenge have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an Entrant in the Bracket Challenge. In the event the Bracket Challenge is terminated, Sponsors will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable, material changes to the Bracket Challenge Official Rules will be broadcast on-air and available online at the Radio Show's website, when practical. The Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If, due to circumstances beyond the control of the Sponsors, any segment of the Bracket Challenge is delayed, rescheduled, postponed or cancelled, the Sponsors reserves the right, but not the obligation, to modify, suspend or cancel the Bracket Challenge and shall not be required to award a substitute prize.

**11. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Bracket Challenge shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Mississippi law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsors will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or

representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsors shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS BRACKET CHALLENGE IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

**12. MISCELLANEOUS:** Sponsors reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These Official Rules are designed to be fair and equal to all Entrants. Odds of winning depend upon the number of eligible entries received during the Promotion Entry Period. Any Winner must submit proof of eligibility. The Sponsors may substitute prize(s), amend the Official Rules, or discontinue the Bracket Challenge at

any time as announced on the Radio Show. The Sponsors disclaims any responsibility to notify Entrants of any aspect related to the conduct of the Bracket Challenge. The Sponsors is not responsible for any typographical error in the printing of these Official Rules, administration of the Bracket Challenge, or in the announcement of the Bracket Challenge prize(s). All entries become the property of the Sponsors and will not be returned. As a condition of participating in the Bracket Challenge, Entrants agree (and agree to confirm in writing) that: (a) under no circumstances will Entrant be permitted to obtain costs, judgements, or awards for, and Entrant hereby knowingly and expressly waives all rights to claim or seek, punitive, incidental, consequential, special, or any other damages, other than for actual third-party out-of-pocket expenses, and in such limitation, Entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Bracket Challenge, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every Entrant. Participation in the Bracket Challenge constitutes Entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon Entrant's fulfillment of all requirements set forth herein.

**13. WINNERS LIST:** For a winner list, where required by law, send a stamped, self-addressed envelope no later than ninety (90) days after the Bracket Challenge Winner is selected: SuperTalk Mississippi Media Basketball Bracket Challenge, 6311 Ridgewood Road, Ste. 200N, Jackson, MS 39211.

**14. JURISDICTION:** By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsors in connection with the Bracket Challenge, shall be governed by, and construed in accordance with, the laws of the State of Mississippi without giving effect to the conflict of laws rules thereof.

15. **SPONSORS:** SuperTalk Mississippi Media, 6311 Ridgewood Road, Jackson, MS 39211, and Pearl River Resort Casino, P.O. Box 6048, Choctaw, MS 39350.

*The Promotion and Bracket Challenge are in no way Sponsored, endorsed, or administered by, or associated with, the NCM nor any participating colleges or universities.*