

## COLTS BRACKET CHALLENGE OFFICIAL RULES

Colts Bracket Challenge is a fundraising event to support the Colts Youth Organization. The event is not endorsed by, or the responsibility of, Drum Corps International.

NO DONATION OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN. A DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO, AT TIME OF ENTRY, ARE AT LEAST 21 YEARS OF AGE.

VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. ELIGIBILITY: The Colts Bracket Challenge ("Sweepstakes") is open only to legal residents of the fifty (50) United States and District of Columbia who, at time of entry, are at least 21 years of age. Full-time employees of the Colts Youth Organization and their immediate families (spouses and children) are not eligible to enter or win. By participating in this Sweepstakes, any eligible individual who participates hereby agrees to be bound by these Official Rules and the decisions of the Colts Youth Organization, which shall be final and binding in all matters pertaining to the Sweepstakes. Void where prohibited or restricted by law. WINNERS WILL BE REQUIRED TO FURNISH PROOF OF IDENTIFICATION AND/OR OTHER PROOF OF ELIGIBILITY UNDER THESE OFFICIAL RULES.
- 2. SWEEPSTAKES PERIOD: The Sweepstakes starts on March 13, 2022 at 6:00 P.M. Central Daylight Time ("CDT") and ends on March 17, 2016 at 11:00 A.M. CDT ("Sweepstakes Period"). Entrants can log-on and create an account starting March 8, 2022 and can enter the Sweepstakes starting March 13, 2022 at 6:00 P.M. CDT.
- 3. HOW TO ENTER: During the Sweepstakes Period, an entrant must visit the Sweepstakes home page on the CBSSports.com Bracket Games website: https://tinyurl.com/2p9chuza (the "Website"). The first time an entrant logs onto the Website, (s)he must provide his/her valid email address, and create a username and password, and agree to the Official Rules of the CBS Sports Bracket Games to register for the Sweepstakes. Returning users will have to input his/her username and password in order to sign-in to the Website. Once logged-in, an entrant must follow the links and instructions to complete his/her bracket ("Bracket") by clicking on the teams that he/she believes will win games and advance in the 2022 NCAA® Men's Division I Basketball Championship (the "Tournament"). A user must complete their bracket and check the box to agree to the Official Rules upon submitting their bracket in order to be entered into the Sweepstakes. Limit: Entrants can fill in only one (1) Brackets during the Sweepstakes Period. Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is suspected or discovered that an entrant has registered or attempted to register for the Sweepstakes using multiple email addresses or multiple identities, all of that entrant's entries will be declared null and void and any prize that entrant might have been entitled to will not be awarded to him/her. Also, if it is suspected or discovered that any entrant attempts to cast additional entries in excess of the stated limitation, that entrant may, at the Colts discretion, be disqualified from the Sweepstakes.
- 4. WINNER DETERMINATION: At the end of the Tournament, each entrant's bracket will be scored based on the following point allocation: Entrants earn points based on their selection of the correct winning teams, with each correct selection being worth a different value of points depending on the round ("Round"). Round 1 (round of 64) is worth one (1) point per game; Round 2 (round of 32) is worth two (2) points per game; Sweet 16 (round of 16) is worth four (4) points per game; Elite 8 (round of 8) is worth eight (8) points per game; Final Four (round of 4) is worth sixteen (16) points per game; Championship game is worth thirty-two (32) points per game. There are zero (0) points awarded for each incorrect pick or if entrant fails to submit a portion of the bracket for any game. The entrant with the highest scoring Bracket will be determined the winner of the Grand Prize. The Entrant with the second highest scoring Bracket will be the recipient of the Second Prize. The Entrant with the third highest scoring Bracket will be the recipient of the Third Prize. If two or more entrants are tied with the most points AND selected the same number of points for the Tie Breaker, a winner will be selected at random from a pool of the entrants in this scenario. Other entrants from this pool with the same number of points AND a matching number for the total points in the championship game will be selected at random to receive the Second and/or Third Prizes. Winners will be notified on or around April 15, 2022, after the Tournament has ended. Each entrant selected as a winner will be deemed a potential winner pending verification of eligibility and compliance with these Official Rules.
- 5. PRIZES, ODDS OF WINNING AND APPROXIMATE RETAIL VALUE ("ARV"):
- a. Grand Prize (1): The Grand Prize Winner will receive two (2) tickets, as selected by the Colts Youth Organization, to each night of the 2022 Drum Corps International World Championships at Lucas Oil Stadium in Indianapolis, IN, on Thursday, August 11, 2022 (Prelims), Friday, August 12, 2022 (Semifinals), and Saturday, August 13, 2022 (Finals); PLUS three (3) nights hotel accommodations at the Courtyard By Marriott Indianapolis Downtown (two queen beds; August 11-13) or an alternate hotel selected by the Colts in its sole discretion; PLUS a \$100 Colts Gift Card for merchandise at the Colts Drum & Bugle Corps souvenir booth. The gift card will not be redeemed or exchanged for cash. The gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. The gift card expires Sunday, August 14, 2022, following DCI Championships. Winner may be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. The Colts bear no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Colts shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. The Colts Youth Organization is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from the Colts for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Drum Corps International reserves the right to remove or to deny entry to winner and/or his/her guest(s) if either winner or his/her guest(s) violates Lucas Oil Stadium restrictions or engages in a disruptive manne

- b. Second Prize (1): The Second Prize Winner will receive two (2) tickets, as selected by the Colts Youth Organization, to one night of the 2022 Drum Corps International World Championships at Lucas Oil Stadium in Indianapolis, IN, on Thursday, August 11, 2022 (Prelims), Friday, August 12, 2022 (Semifinals), OR Saturday, August 13, 2022 (Finals); PLUS a \$50 Colts Gift Card for merchandise at the Colts Drum & Bugle Corps souvenir booth. The gift card will not be redeemed or exchanged for cash. The gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. The gift card expires Sunday, August 14, 2022, following DCI Championships. The Colts bear no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Colts shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. The Colts Youth Organization is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from the Colts for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Drum Corps International reserves the right to remove or to deny entry to winner and/or his/her guest(s) if either winner or his/her guest(s) violates Lucas Oil Stadium restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. The ARV of the Second Prize is \$228 or less, depending on the ticket value of the event selected. No more than one (1) Second Prize will be awarded in the Sweepstakes.
- c. Third Prize (1): The Third Prize Winner will receive two (2) V.I.P. ticket packages for their choice of one 2022 Drum Corps International summer tour event sponsored by the Colts Youth Organization (*Celebration In Brass*, Ankeny, IA on July 6, 2022; *Music On The March*, Dubuque, IA on July 8, 2022; *Brass Impact*, Olathe, KS on July 18, 2022, OR *Tournament Of Drums*, Cedar Rapids, IA on August 5, 2022); PLUS a \$25 Colts Gift Card for merchandise at the Colts Drum & Bugle Corps souvenir booth. The gift card will not be redeemed or exchanged for cash. The gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. The gift card expires Sunday, August 14, 2022, following DCI Championships. The Colts bear no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Colts shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. The Colts Youth Organization is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from the Colts for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. The Colts Youth Organization reserves the right to remove or to deny entry to winner and/or his/her guest(s) if either winner or his/her guest(s) violates stadium restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. The ARV of the Third Prize is \$115 or less, depending on the ticket value of the event selected. No more than one (1) Third Prize will be awarded in the Sweepstakes.
- c. Social Share Prize (1): Anyone eligible for the Sweepstakes who shares a Colts Youth Organization social media post/tweet pertaining to the Sweepstakes will be entered into a pool where One (1) Winner will be drawn at random to receive two (2) tickets, as selected by the Colts Youth Organization, to the 2022 Drum Corps International World Championship Finals at Lucas Oil Stadium in Indianapolis, IN, on Saturday, August 13, 2022. The Colts bear no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Colts shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. The Colts Youth Organization is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from the Colts for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Drum Corps International reserves the right to remove or to deny entry to winner and/or his/her guest(s) if either winner or his/her guest(s) violates stadium restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. The ARV of the Social Share Prize is \$178. No more than one (1) Social Share Prize will be awarded in the Sweepstakes.
- e. Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period and the performance of each Entrant's highest scoring Bracket.
- f. Total ARV: The total ARV of all prizes is \$1,601.
- g. General: In no event will more Prizes than are stated in these Official Rules be awarded. Limit of one (1) prize per person. No prize substitution or exchange will be allowed, except by the Colts Youth Organization, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure.

  6. WINNER NOTIFICATION AND VERIFICATION: Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners
- will be notified by telephone or email. Failure to provide a response to the Colts Youth Organization within the stated time period may result in forfeiture of winner's right to claim a prize, and may result in the prize being awarded to an alternate winner, if time permits. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer the initial telephone notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Colts sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, the Colts Youth Organization is unable to award or deliver a prize, the prize may not be re-awarded. Prizes include only the items specifically listed as part of each prize. Any portion of prize not accepted by winner will be forfeited. Approximate retail values are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be awarded to a verified winner.
- 7. LIMITATIONS OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities: Colts Youth Organization, Drum Corps International, Lucas Oil Stadium, NCAA, CBS Broadcasting, Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any undelivered text messages or emails, including without limitation, emails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related email to a spam or junk folder. By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable

attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant. If, for any reason, the Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of the Colts Youth Organization, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Colts Youth Organization (each a "Force Majeure" event or occurrence), the Colts reserve the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If the Colts Youth Organization, in its discretion, elects to alter this Sweepstakes as a result of a Force Majeure event, a notice will be posted at the Colts website (colts.org). Without limiting the foregoing, everything regarding this Sweepstakes, including the Prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- **8. RELEASE:** By participating in the Sweepstakes, each entrant releases and agrees to indemnify and hold harmless the Released Parties from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Sweepstakes, or arising out of participation in any Sweepstakes-related activity, or the receipt, delivery, use or misuse, of any prize.
- 9. DISPUTE RESOLUTION: Except where prohibited, by participating in the Sweepstakes, entrants agree that: (a) except as otherwise specifically set forth in these Official Rules, any action arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or Sponsor shall be filed exclusively in the appropriate lowa State Court located in Dubuque County, lowa, and entrants hereby consent and submit to the personal jurisdiction of such court for the purposes of litigating any such action, and any right to a trial by jury is hereby waived; (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or Sponsor shall be resolved individually, without resort to any form of class action; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and in no event will entrants be entitled to receive attorneys' fees or other legal costs; (d) under no circumstances will entrants be permitted to obtain injunctive or other equitable relief and a entrant's sole remedy will be an action at law for damages to the extent allowed by sub-paragraphs (c) and (e) of this Section 9; and (e) under no circumstances will entrants be permitted, and entrants hereby waive, all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs described in sub-paragraph (c) above; and (ii) 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 any entrant and/or Sponsor shall be governed by and construction in accordance with the laws of the State of Michigan without giving effect or regard to any principles or doctrines of conflicts of law of the State of Michigan or any other juris
- 10. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by the Colts Youth Organization or its designee and used by the Colts, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules. By entering the Colts Bracket Challenge, the entrant's email address will be entered into the Colts mailing list, and entrants can unsubscribe at any time.
- 11. PUBLICITY RIGHTS: By participating in the Sweepstakes and/or accepting a prize, each entrant agrees to allow the Colts Youth Organization the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 12. GENERAL: This Sweepstakes is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple email addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited at the Colts sole and absolute discretion. The Colts Youth Organization reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COLTS YOUTH ORGANIZATION RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. The Colts Youth Organization's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- 13. WINNERS LIST: To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Colts Youth Organization, Bracket Challenge Sweepstakes Winners List Request, 2300 Twin Valley Drive, Dubuque, IA 52003. Winners list requests must be received by May 15, 2022.