## Official Rules for Anders' 2019 NCAA Men's Basketball Tournament

NO PURCHASE NECESSARY. NO PAYMENT OR DONATION REQUIRED TO PARTICIPATE. A PAYMENT OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.

PARTICIPANTS AGREE TO ALLOW THEIR NAMES TO BE PUBLISHED IN THE SAINT LOUIS BUSINESS JOURNAL'S TOP TEN *HOOPS FOR HOPE* LIST, IF QUALIFYING.

- 1. <u>Eligibility</u>: Ander's 2019 NCAA Men's Basketball Tournament (the "Tournament") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Void where prohibited. The Tournament is subject to all applicable federal, state, and local laws and regulations. Participation in the Tournament constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Tournament. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. <u>Sponsor</u>: Anders Minkler Huber & Helm LLP, 800 Market Street, Suite 500, St. Louis, Missouri 63101 ("Sponsor").
- 3. <u>Entry Period</u>: The entry period for the Tournament begins at 7 p.m. Central Daylight Time ("CDT") on March 17, 2019, and entries must be submitted by 11 a.m. CDT on March 21, 2019. Sponsor's computer is the official time-keeping device for the Tournament.
- 4. How to Enter: During the Entry Period, go to http://www.turbotourney.com/2019.html?t=1&p=0&c=1074 to complete your entry form, complete your selections for winners in the 2019 NCAA men's basketball tournament brackets and submit your entry. Limit three (3) entries per person/household/email address during the Entry Period. Any attempt by any entrant to obtain additional entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entry and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.
- 5. <u>Selection and Verification of Potential Winners</u>: Potential winners will be determined by the entrants with the highest total points based upon wins. Points awarded per win by tournament round: R1 (games played on 3/15-3/17) = 2 points, R2 (3/16-

3/18) = 3 points, R3 (regional semi-final games) = 5 points, R4 (regional final games) = 7 points, R5 (national semi-finals) = 10 points and R6 (finals) = 15 points. Each of the top 8 potential winners (subject to verification) will receive one prize. No leapfrogging. In the event of a tie, potential winners will be awarded based on picking the closest total points in the championship game. Potential winners will be notified via e-mail on or before April 11, 2019. All selected potential winners must comply with all terms and conditions of these Official Rules, and all winnings are contingent upon fulfilling all requirements. Potential winners may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release. If any potential winner cannot be contacted or fails to provide prize claim information (including, if requested, an Affidavit of Eligibility, Liability and Publicity Release) within three (3) days after it is requested, potential winner forfeits prize. If any prize is returned as undeliverable, potential winner forfeits any prize. In the event that a potential winner is disqualified for any reason or is deemed to have forfeited any prize, Sponsor will award the applicable prize to an alternate winner with the next highest point total. All prizes will be awarded.

## 6. Prizes:

(See attached list of prizes, subject to change based upon availability)

Odds of winning a particular prize depend on the number of entries received. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, which reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor.

No more than the stated number of prizes on April 11, 2019 will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- 7. <u>Verification Process</u>: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.
- 8. <u>Publicity</u>: Except where prohibited, participation in the Tournament constitutes each winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media (including the internet) without further payment or consideration.

- 9. <u>General Conditions</u>: Sponsor reserves the right to cancel or modify the Tournament if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Tournament, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Persons who tamper with or abuse any aspect of the Tournament, as solely determined by Sponsor, will be disqualified. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Tournament is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. Release: By participating in the Tournament and/or receipt of any prize, entrants agree to release and hold harmless Sponsor and its promotional partners and each of their respective parents, subsidiaries, affiliates and related companies, and each of its and their respective members, officers, directors, partners, employees and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Tournament or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Tournament, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
- 11. Limitations of Liability: Released Parties are not responsible for lost, late, misdirected, unintelligible, illegible, stolen, returned or undelivered, entries, mail or email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Released Parties are not responsible for any incorrect or inaccurate information whether caused by website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Tournament, and assume no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Released Parties are not responsible for injury or damage to entrants or any other persons, computer or property related to or resulting from participating in this Tournament or the acceptance or use of any prize.
- 12. <u>Winner List</u>: Winner List requests will only be accepted after April 11, 2019 and must be received by June 3, 2019. For the Winner List, write to: Anders 2019 NCAA Tournament, c/o Anders Minkler Huber & Helm LLP, 800 Market Street, Suite 500, St. Louis, Missouri 63101.

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