

# CBS LOCAL'S 2016 NATIONAL KNOCKOUT CONTEST

## Official Rules

***NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND WASHINGTON, DC, WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.***

### **1. How to Enter the Knockout Contest:**

(a) CBS Local's 2016 National Knockout Contest ("Knockout Contest") will begin at 12:01 am ET on August 25, 2016 prior to the beginning of the first game of the 2016-17 professional regular football season and end on January 1, 2017 at the end of the 2016-17 professional football regular season (each week of such season, a "Week"). The Knockout Contest is administered by CBS Local Digital Media, a division of CBS Radio Inc. ("CBS Local") utilizing the services of its vendor, Second Street Media, Inc. ("SSM").

(b) Players can enter via any of the following participating CBS Local websites (the "Websites"), with each player being allowed to enter only one time. **Entering on multiple Websites or on the same Website more than one time will result in disqualification of all entries:**

<http://atlantaprofootballknockout.cbslocal.com>  
<http://baltimoreprofootballknockout.cbslocal.com>  
<http://bostonprofootballknockout.cbslocal.com>  
<http://chicagoprofootballknockout.cbslocal.com>  
<http://clevelandprofootballknockout.cbslocal.com>  
<http://connecticutprofootballknockout.cbslocal.com>  
<http://denverprofootballknockout.cbslocal.com>  
<http://detroitprofootballknockout.cbslocal.com>  
<http://dfwprofootballknockout.cbslocal.com>  
<http://houstonprofootballknockout.cbslocal.com>  
<http://lasvegasprofootballknockout.cbslocal.com>  
<http://losangelesprofootballknockout.cbslocal.com>  
<http://miamiprofootballknockout.cbslocal.com>  
<http://minnesotaprofootballknockout.cbslocal.com>  
<http://newyorkprofootballknockout.cbslocal.com>  
<http://pittsburghprofootballknockout.cbslocal.com>  
<http://sacramentoprofootballknockout.cbslocal.com>  
<http://sanfranciscoprofootballknockout.cbslocal.com>  
<http://seattleprofootballknockout.cbslocal.com>  
<http://stlouisprofootballknockout.cbslocal.com>  
<http://washingtonprofootballknockout.cbslocal.com>

All players will be entered into a national Knockout Pool regardless of which of the Websites a player has registered on and players will be competing against players on all of the Websites for the national prize. PLEASE NOTE: WHEN REGISTERING ON THE ST. LOUIS WEBSITE, THE KNOCKOUT CONTEST IS REFERRED TO AS THE “ELIMINATION CONTEST” AND THE KNOCKOUT POOL IS REFERRED TO AS THE “ELIMINATION POOL”. Players should follow the online instructions to register to participate in the Knockout Contest. Registration must be completed at least five (5) minutes prior to the start of the final game of Week 1 on Monday, September 12, 2016. Any player attempting to register close to the registration deadline risks the chance of not getting his/her registration completed and of not being entered into the Knockout Contest. In addition such players will not be able to pick a winner from any of the Week 1 games that started prior to registration. Players who wait until Sunday or Monday of any Week will not be able to pick a winner from the previous Thursday’s game or any game(s) on Sunday or Monday that started prior to registering or making their pick.

**(c) Object of the Knockout Contest**

The goal of the Knockout Contest is to outlast all other players by making one correct professional football team selection per Week without suffering a loss until there is only one player left in the Knockout Contest or until the Knockout Contest ends.

**(d) Playing the Knockout Contest**

There are two pools in the Knockout Contest -- a Knockout Pool and the Second Chance Pool. To begin the Knockout Contest, each player is placed into the Knockout Pool. Each Week, players will select one team they believe will win its scheduled matchup. If a player’s selected team wins, the player survives and remains in the Knockout Pool until the player selects a team that loses its matchup. Once a player selects a team to win, that team cannot be re-used in any subsequent Week.

In any Week, if a player’s selected team loses its scheduled matchup, the player will be eliminated from the Knockout Pool. Players eliminated from the Knockout Pool are ineligible for any prize associated with the Knockout Pool. The last player remaining in the Knockout Pool will win the Knockout Contest. If there are multiple players left in the Knockout Pool, then tie-breaker rules will apply to determine the winner.

**(e) Second Chance Pool**

The Second Chance Pool provides a “second chance” to continue participating in the Knockout Contest once a player has been eliminated from the Knockout Pool. Starting in Week 2 of the 2016-17 professional football regular season, any player who suffers a loss in the Knockout Pool will automatically be placed into the Second Chance Pool. The winner of the Second Chance Pool shall be awarded a \$500 American Express gift card (ARV: \$500).

When a player is entered into the Second Chance Pool, the player continues with his/her existing pool of available teams and the same rules apply, whereby the player cannot re-use any team (selected in either the Knockout Pool or the Second Chance Pool) during any Week of the Knockout Contest.

Players in the Second Chance Pool will continue making one (1) selection each Week until he/she loses or until the Knockout Contest is over. If a player in the Second Chance Pool makes a wrong selection in any Week, he/she is totally eliminated from the Knockout Contest and ineligible for any prize associated with the Knockout Contest. If there are multiple players left in the Second Chance Pool at Week 17, the tie-breaker rules will apply to determine a single winner.

**(f) Road Block Selection**

At CBS Local's discretion, a "Road Block" game may be placed into the Knockout Contest (in the Knockout Pool and the Second Chance Pool) at any Week. A Road Block game is an additional pick players must make to remain active in their current pool. A Road Block game (if selected by CBS Local) will be a matchup between two professional football teams playing in the Week the Road Block game appears. Players must correctly predict the Road Block game winner and pick the winner of any of the other games in that Week to remain in their current pool.

**NOTE:** The Road Block game pick will not preclude a player from choosing the selected team in a future Week if it has not been previously selected. Likewise, if a team has been used in a prior Week, it can still be selected in the Road Block game. However, a player cannot select a team from the Road Block game as his/her regular pick.

**(g) Making an Incorrect Road Block Pick**

In the Week where a Road Block game appears, any player who does not correctly pick the Road Block game winner and/or does not make a correct Weekly selection for his/her regular pick will be "knocked out" of his/her current pool. In this case, a Knockout Pool player will then enter the Second Chance Pool. If this happens to a Second Chance Pool player, that player is then "totally eliminated" from the Knockout Contest.

**(h) Making a Weekly Selection (applies to both pools)**

Each Week, players will select one professional football team that they believe will win its scheduled matchup. Weekly matchups are predetermined by the professional football league and posted on the Weekly schedule on the "Make Picks" page of the Websites.

All picks must be made at least five (5) minutes prior to the start of the game. Once a player selects a team, the player is only allowed to change his/her selection up until five (5) minutes prior to the start of the game. At that point the selection is “locked” (considered final) and cannot be changed. Any player who has not made a selection by five (5) minutes prior to the start of the last Weekly game as shown on the Weekly schedule will be assigned an automatic “loss” for the Week.

In any Week in which a Road Block game appears, the pick for the Road Block game must be made at least five (5) minutes prior to the start of that game.

#### **(i) Failing to Make a Selection**

In any Week, if a player fails to make a valid Weekly selection and/or fails to make a Road Block selection, he/she will be “knocked out” of his/her current pool. In this case, if a player fails to make a pick in the Knockout Pool, he/she is then placed into the Second Chance Pool at the start of the following Week. If a Second Chance Pool player fails to make a valid Weekly selection and/or fails to make a Road Block selection, he/she is then “totally eliminated” from the Knockout Contest.

#### **(j) Repeat Selection Rule**

Making a repeat selection of a team (for the player’s Weekly pick) is prohibited. This applies to both the Knockout Pool and the Second Chance Pool. For example, if a player selects the Buffalo professional football team to win as his/her final Week 1 selection, that player will be unable to select the Buffalo professional football team again while participating in the Knockout Contest. When a player is entered into the Second Chance Pool, the player continues with his/her existing pool of available teams and the same rules apply, whereby the player cannot re-use any team (selected in either the Knockout Pool or the Second Chance Pool) during any Week of the Knockout Contest.

#### **(k) Scoring**

In any matchup, the team that wins the scheduled game will be scored as a winning selection. The team that loses a scheduled matchup will be scored a losing selection. In the event of a tie, both teams will be scored as a winning selection.

#### **(l) Winning the Knockout Contest**

When one single player remains in the Knockout Pool, the player will be declared the winner of the Knockout Pool. If there are multiple players in the Knockout Pool, the Knockout Contest will continue until there is only one player with a status as “Still Active” in the Knockout Pool or until the end of Week 17 of the 2016-17 professional football regular season. If there are multiple players remaining in the Knockout Pool at the end of the regular season, then tie-breaker rules apply until a single winner is determined who will be awarded the prize.

**(m) Winning the Second Chance Pool**

When one single player remains in the Second Chance Pool, the player will be declared the winner of the Second Chance Pool. If there are multiple people in the Second Chance Pool, the Knockout Contest will continue until there is only one player with a status as "Still Active" in the Second Chance Pool or until the end of Week 17 of the 2016-17 professional football regular season. If there are multiple players remaining in the Second Chance Pool at the end of the regular season, then tie-breaker rules apply until a single winner is determined.

**(n) Tie-Breaker Rules**

If multiple participants remain in either the Knockout Pool or the Second Chance Pool at Week 17 of the 2016-17 professional football regular season, a tie-breaker game will be selected by CBS Local and SSM (the "Tie-Breaker Game") as described below:

For purposes of determining the winner of the Knockout Pool or Second Chance Pool in the event that multiple participants make it to Week 17: using a Tie-Breaker Game for Week 17, (a) the score of the winning team predicted by each player will be subtracted from the actual score obtained by the winning team, and the difference multiplied by itself, (b) the score of the losing team predicted by such player will be subtracted from the actual score obtained by the losing team, and the difference multiplied by itself, (c) the result in (a) will be added to the result in (b) to obtain the "Score Approximation." The remaining player with the lowest "Score Approximation" will be deemed the winner of the Knockout Pool or Second Chance Pool as applicable. If a tie remains, the winner will be picked at random from among those still tied.

If no one makes it to Week 17 in the Knockout Pool or the Second Chance Pool, then the winner is the player that lasts the longest in the applicable pool. If two or more players are eliminated the same Week so that no players remain in the Knockout Pool or the Second Chance Pool prior to Week 17, the tie for the applicable pool will be broken by randomly selecting the winner from the players last eliminated.

(o) There is a limit of one (1) entry per person. Only one (1) entry per email address is allowed. Use of computer programs and other automatic means to enter is prohibited.

(p) The Contest Entities (as defined below) are not responsible for technical or computer failures, errors or data loss of any kind, scoring inaccuracies, lost or unavailable Internet connections, or failed, incomplete, garbled or deleted computer or network transmissions, inability to access any of the Websites or on-line service, or any other error or malfunction, or late, lost, illegible, incomplete or misdirected entries. Entry materials that have been tampered with or altered are void. If CBS Local determines, in its sole discretion, that there is any suspected or actual electronic tampering with the Knockout Contest or if technical difficulties or any other issue of any nature compromise the integrity of the Knockout Contest, CBS Local reserves the right to disqualify the selections or players at issue and/or terminate the Contest and conduct a random

drawing to award the prizes among (i) all eligible players remaining in the applicable pools, or (ii) if deemed by CBS Local, in its sole discretion, to be fairer, all players who were registered as of the termination date or such other date as CBS Local shall determine. If the Knockout Contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on the Websites. If, for any reason, the Knockout Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of CBS Local which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Knockout Contest, CBS Local reserves the right at its sole discretion to cancel, terminate, modify or suspend the Knockout Contest. CBS Local reserves the right to disqualify any player that tampers with the operation of the Knockout Contest or Websites or violates these Official Rules. By use of any of the Websites and by entering the Knockout Contest, each player agrees to that Website's Terms of Use and to the use of such player's personal information as described in the Website's Privacy Policy.

(q) Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple players are not permitted to share the same email address. Entries submitted may not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by SSM. SSM's computer is the official time keeping device for the Knockout Contest.

(r) Odds of winning prizes depend on the total number of eligible entries received and the relative U.S. football knowledge of all players.

## **2. Eligibility Restrictions:**

(a) The Knockout Contest is open to legal U.S. residents living in the fifty (50) United States and Washington, DC, who are eighteen (18) years of age or older at time of entry.

(b) Employees of CBS Radio Inc., SSM, and their respective parent, subsidiary and affiliated entities (collectively, the "Contest Entities"), their advertising, programming and development, and promotional agencies, prize suppliers, and participating sponsors, other television and radio stations in any market, and the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. The Knockout Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

(c) Players are required to provide truthful information and CBS Local will reject and delete any entry that it discovers to be false or fraudulent. CBS Local will disqualify any

entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

### **3. Prizes:**

A total of two (2) prizes will be awarded nationally during the Contest.

(i) **One (1) Grand Prize:** The grand prize to be awarded to the winner of the Knockout Pool will be a \$5,000 USD American Express Gift Card.

(ii) **One (1) Second Chance Pool Prize:** The prize to be awarded to the winner of the Second Chance Pool will be a \$500 USD American Express Gift Card.

(iii) The gift cards will be subject to the terms and conditions as set forth by the issuer of the gift cards. The gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will the gift cards be replaced if lost or stolen.

Total Approximate Retail Value ("ARV") of all prizes: \$5,500 USD.

Each winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of their prize. The prizes are awarded as is. Players acknowledge that the Contest Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law.

- a. No more than the total number of prizes specified in these Official Rules will be awarded. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, the winner assumes the risk of its loss. The Contest Entities are not responsible for the safe arrival of a prize or prize certificate.
- b. Prizes are not transferable, and no substitution, assignment, or cash equivalent of a prize is permitted, except by CBS Local (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. CBS Local is not responsible for winners' limitations that prevent acceptance or use of a prize. The prizes are expressly

limited to the items listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply. Prizes may not be substituted for or redeemed for cash.

#### **4. Selection of Winners:**

(a) Decisions of CBS Local with respect to the Knockout Contest are final.

(b) Potential prize winners will be notified by phone/email on or around January 4, 2017. In the event that a potential prize winner is not reachable as solely determined by CBS Local within five (5) days following notification (e.g., no response to email or voicemail), CBS Local reserves the right to select an alternate potential winner. If CBS Local cannot find an eligible winner for a prize, that prize will not be awarded.

(c) Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. Each winner (or their parent or legal guardian if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release within five (5) days of winning or the prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

#### **5. Conditions:**

(a) Payments of all federal, state and local taxes are solely the responsibility of the winners. Each winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by CBS Local in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported by CBS Local to the IRS.

(b) Participation in the Knockout Contest and/or acceptance of prize constitutes player's and/or winner's permission for the Contest Entities or their agents to interview the winner(s), to photograph, film, and record each winner, and to use in commerce and in any media his/her name, address (city and state), biographic information, likeness, photograph, audio or video recording, and/or any statements made by him/her regarding the Contest Entities, the Knockout Contest, and/or CBS Local's sponsors for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. Each winner agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.



(c) Participation in the Knockout Contest and/or acceptance of a prize constitutes player's and/or winner's agreement to release, discharge, and hold harmless SSM, CBS Radio Inc., and any participating sponsor and each of their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, participating television and radio stations and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Knockout Contest, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Knockout Contest, or possession, acceptance and/or use or misuse of a prize or participation in any Knockout Contest-related activity, including but not limited to any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

(d) CBS Local reserves the right to make changes in these Official Rules, including, without limitation, the substitution of a prize of equivalent or greater value, which will become effective upon announcement. If due to circumstances beyond the control of the Released Parties, any entry, competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, CBS Local shall have the right, but not the obligation, to cancel, terminate, suspend, or modify the Knockout Contest and shall not be required to award a substitute prize. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Knockout Contest or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries; (iv) errors, malfunctions, or data loss of any kind, entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems, failed, incomplete, garbled or deleted computer or network transmissions, or for telephone or network service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological difficulties that may prevent an individual from completing his/her online entry; or (v) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner (and winner's guest, if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Knockout Contest prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.

(e) Failure to comply with these Official Rules may result in a player's disqualification. If CBS Local determines, in its sole discretion, that there is any suspected or actual electronic tampering with the Knockout Contest or if technical difficulties compromise the integrity of the Knockout Contest, CBS Local reserves the right to void the entries at issue and/or terminate the Knockout Contest and conduct a random drawing to award the prize among all eligible entries received as of the

termination date. If the Knockout Contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on the Websites. If, for any reason, the Knockout Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Knockout Contest, CBS Local reserves the right at its sole discretion to cancel, terminate, modify or suspend the Knockout Contest. CBS Local reserves the right to disqualify any player who tampers with the operation of the Knockout Contest or Websites or violates these Official Rules.

(f) By entering the Knockout Contest a player agrees that (i) any and all disputes, claims and causes of action arising out of or connected with the Knockout Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and in accordance with the laws of the State of New York; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Knockout Contest, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. The Knockout Contest is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of players and the Contest Entities in connection with the Knockout Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without giving effect to the conflict of laws rules thereof.

(g) **Caution:** Any attempt by a player to deliberately damage any of the Websites or undermine the legitimate operation of the Knockout Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Entities reserve the right to seek damages from any such player to the fullest extent permitted by law.

(h) **It is the sole responsibility of each player to notify CBS Local in the event of his or her email address changing. To do so, a player must click on the "edit profile" link on the player's home page.** Failure to maintain a valid email address will result in that player's disqualification and the forfeiture of any prizes won in conjunction with the Knockout Contest. CBS Local reserves the right to disqualify any player who has registered with invalid or false information or who has entered the Knockout Contest more than one time. To qualify for any prize, players must have valid registration information by the Knockout Contest ending date. Any information that is inaccurate or misleading will result in that player's disqualification and the forfeiture of any prizes won in conjunction with the Knockout Contest.

**(i) Other Conditions:**

(i) CBS Local reserves the right to disqualify any player if his/her username is deemed inappropriate.

(ii) Any player attempting to make selection changes close to the deadline, risks the chance of not getting in his/her changes on time.

(iii) Any scoring disputes must be called to SSM's attention by submitting a comment on the Knockout Contest's feedback page on the Websites.

(iv) Any player caught or suspected of system tampering, Knockout Contest interference or breaking these Official Rules or a Website's Terms of Use, may be removed from the Knockout Contest at any time and without notice. The Contest Entities also reserve the right to pursue legal and criminal action against such players.

(v) The Knockout Contest may not be used in connection with any form of gambling. The Knockout Contest is strictly for entertainment purposes only. If it is determined that a player is using the Knockout Contest for gambling purposes, he/she will be disqualified.

(vi) **Disclaimer:** The Contest Entities are in no way connected or affiliated with the NFL, or any of its affiliated teams, players or players union. All references to any professional football name or team is purely nominative and not intended to imply connection, affiliation or endorsement.

(j) To obtain a copy of the Official Rules and/or winner's list (specify which) send a self-addressed, stamped envelope (VT residents may omit return postage) to 2016-17 CBS Local National Knockout Contest Official Rules/Winners, c/o CBS Local Digital Media, 1271 Avenue of the Americas, 44th Floor, New York, New York 10020 for receipt by March 31, 2017.

**Administrator:** CBS Local Digital Media, 1271 Avenue of the Americas, 44th Floor, New York, New York 10020.