

CBS LOCAL'S 2016 NATIONAL PRO FOOTBALL CHALLENGE PROMOTION

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 EIGHTEEN (18) YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.

1. How to Enter the Contest:

(a) CBS Local's 2016 National Pro Football Challenge Promotion (the "Contest") will begin at 12:01 am ET on August 25, 2016 prior to the beginning of the first game of the seventeen (17)-week 2016-17 professional football regular season (the "Regular Season") and end on January 1, 2017 at the end of the Regular Season. The 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").

Players may enter via any of the following CBS Local websites (the "Websites"), however a player may 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://atlantaprofootballchallenge.cbslocal.com>

<http://baltimoreprofootballchallenge.cbslocal.com>

<http://bostonprofootballchallenge.cbslocal.com>

<http://chicagoprofootballchallenge.cbslocal.com>

<http://clevelandprofootballchallenge.cbslocal.com>

<http://connecticutprofootballchallenge.cbslocal.com>

<http://denverprofootballchallenge.cbslocal.com>

<http://detroitprofootballchallenge.cbslocal.com>

<http://dfwprofootballchallenge.cbslocal.com>

<http://houstonprofootballchallenge.cbslocal.com>

<http://lasvegasprofootballchallenge.cbslocal.com>

<http://losangelesprofootballchallenge.cbslocal.com>

<http://miamiprofootballchallenge.cbslocal.com>

<http://minnesotaprofootballchallenge.cbslocal.com>

<http://newyorkprofootballchallenge.cbslocal.com>

<http://philadelphiaprofootballchallenge.cbslocal.com>

<http://pittsburghprofootballchallenge.cbslocal.com>

<http://sacramentoprofootballchallenge.cbslocal.com>

<http://sanfranciscoprofootballchallenge.cbslocal.com>

<http://seattleprofootballchallenge.cbslocal.com>

<http://stlouisprofootballchallenge.cbslocal.com>

<http://washingtonprofootballchallenge.cbslocal.com>

All players will be entered into a national pool regardless of the Website on which the player has registered and each player will be competing against players on all of the Websites for the national prize. Players should follow the online instructions to register to participate in the Contest. Each week during the Regular Season (each week of the Regular Season, a “Week”), SSM will display the match-ups on the “make picks” page on each of the Websites. The Regular Season starts with the first Regular Season game during “Week 1” of the Regular Season and continues until the last Regular Season game during “Week 17” of the Regular Season. Each player should select the team that he/she believes will be the winner of each of the match-ups and predict the score for the winning and losing team for the Weekly designated tie-breaker game (the “Weekly Tie-Breaker Game”). All picks and scores for the Weekly Tie-Breaker Game must be made prior to five (5) minutes before the start of that game. Any game played earlier in the Week than Sunday must be selected by five (5) minutes prior to the start of that early game. Players can save their early game pick and then make changes to that Week’s other games up until five (5) minutes prior to the start of such games.

(b) Scoring

Each player that correctly selects the winner of a game earns one (1) point. If a game is canceled, postponed, suspended or forfeited for any reason, or if a game ends in a tie, no points will be awarded for that game.

(c) Failure to Make a Pick

If a player fails to make a selection of a winner for any game, the player’s pick will be the team that was selected by the majority of players, as determined by SSM’s

computer. However, a player is not eligible to win a prize unless the player completes his/her own picks for each game for at least eleven (11) Weeks of the Regular Season.

If a player fails to predict the score for the winning and losing team for the Weekly Tie-Breaker Game, the player's score for the winning team and losing team will be the average of the scores for the winning team and losing team respectively from among the predictions of all players, as determined by SSM's computer.

(d) Winning the Contest

The winner of the prize will be the player who has the highest cumulative point score at the end of the Regular Season. A player's cumulative point score will be determined by adding the player's total score for all seventeen (17) Weeks of the Regular Season.

If there is a tie among players for the highest cumulative point score, the following tie-breaker procedure will apply:

For purposes of determining only Weekly standings from among all tied players: using the Weekly Tie-Breaker Game for the Week in which a tie has occurred (a) the score from the winning team will be subtracted from the actual score obtained by the winning team, and the difference multiplied by itself, (b) the score from the losing team 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 player with the lowest "Score Approximation" will be deemed to have the best record and will be listed at the top of the Weekly standings. If a tie remains the leader will be picked at random from among those still tied.

For purposes of determining the winner of the national prize only at the end of the Regular Season from among all tied players: the player with the lowest total "Score Approximation" for the Weekly Tie-Breaker Game for Week 17 will be declared the winner, and if more than one player with the highest cumulative point score has the same Score Approximation, the winner will be selected at random from among those still tied.

Odds of winning the prize depend on the total number of eligible players, how often players make their Weekly picks and the relative U.S. football knowledge of all players.

(e) Standings

There will be two pages for standings: Cumulative Point Standings and Weekly Scores. Updated standings will be available shortly after each game, unless unforeseen problems arise. Each Week, every player's record will be tallied and posted on the standings page. Players with the best records are listed at the top. The tie-breaking rules in Paragraph 1(d) will determine the rank for players with the same number of points. THERE ARE NO WEEKLY PRIZES FOR SCORING THE HIGHEST IN ANY GIVEN WEEK.

(f) 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.

(g) Entry materials that have been tampered with or altered are void. By use of any of the Websites and by entering the Contest, a 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.

(h) 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 Contest.

2. Eligibility Restrictions:

(a) The 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 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. Prize:

(a) One (1) national prize will be awarded during the Contest. The prize winner will receive a \$5,000 USD American Express gift card. The gift card will be subject to the terms and conditions as set forth by the issuer of the gift card. The gift card is not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will the gift card be replaced if lost or stolen. Prize Approximate Retail Value: \$5,000 USD.

(b) The 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 prize is 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 the 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 winners by law.

(c) 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.

(d) The prize is not transferable, and no substitution, assignment or cash equivalent of the 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 winner's limitations that prevent acceptance or use of the prize. The prize is expressly limited to the items listed above and unless otherwise expressly specified, does not include taxes, gratuities or any other expenses. Other restrictions may apply. The prize may not be substituted for or redeemed for cash.

4. Selection of Winner:

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

(b) The potential prize winner will be notified by phone/email on or around January 4, 2017. In the event that the 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 the prize, the prize will not be awarded.

(c) The prize will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner (or the winner's 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 winner. The 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 his or her prize. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings will be reported by CBS Local to the IRS.

(b) Participation in the Contest and/or acceptance of the prize constitutes player's and/or winner's permission for the Contest Entities or their agents to interview the winner, to photograph, film, and record the 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 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 Contest and/or acceptance of the prize constitutes player's and/or winner's agreement to release, discharge and hold harmless SSM, CBS Radio Inc., Contest sponsors and each of their respective parent, subsidiary and affiliated entities, their advertising, programming and development and promotional agencies, prize suppliers, participating television and radio stations in any market, 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 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 Contest, or possession, acceptance and/or use or misuse of the prize or participation in any 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 the rules of the Contest, 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 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 Contest or in the announcement of the 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, scoring inaccuracies, 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, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner and winner's guest 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 the prize 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 Contest or if technical difficulties compromise the integrity of the Contest, CBS Local reserves the right to void the entries at issue and/or terminate the Contest and conduct a random drawing to award the prize among all eligible entries received as of the termination date. If the 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 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 Contest, CBS Local reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. CBS Local reserves the right to disqualify any player who tampers with the operation of the Contest or Websites or violates these Official Rules.

(f) By entering the Contest a player agrees that (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the 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 (A) to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (B) to have damages multiplied or otherwise increased. The 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, 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 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 prize won in conjunction with the Contest. CBS Local reserves the right to disqualify any player who has registered with invalid or false information or who has entered the Contest more than one time. To qualify for the prize, a player must have valid registration information by the Contest ending date. Any information that is inaccurate or misleading will result in that player’s disqualification and the forfeiture of any prize won in conjunction with the 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 Contest’s feedback page on the Websites.
- iv. Any player caught or suspected of system tampering, Contest interference or breaking these Official Rules or a Website’s Terms of Use, may be removed from the 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 Contest may not be used in connection with any form of gambling. The Contest is strictly for entertainment purposes only. If it is determined that a player is using the 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 CBS Local’s National Pro Football Challenge 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.