

CockyDoodle 2018 College Basketball Challenge Official Rules

1. **ELIGIBILITY:** This basketball challenge (the “Challenge”) is open to all citizens who are eighteen (18) years or older, or age of majority in their jurisdiction, whichever is older, as of the first day of the Challenge Period (defined below), and are registered members of cockydoodle.com (Registration is free and is further described below).

2. **ACCEPT OFFICIAL RULES:** Participation constitutes entrant’s full and unconditional agreement to these official rules (the “Official Rules”) and to Sponsor’s (defined herein) decisions. The decisions of the Sponsor in regards to all matters of this Challenge are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **SPONSOR; ADDRESS:** This Challenge is sponsored by Biltmore Ideas, LLC (the “Sponsor”), 30 5th Street, Atlanta, GA 30308. Any and all advertisers associated with this Challenge are referred to in these Official Rules as “Presenters”.

4. **ENTRY PAGE:** To access the Challenge, log-on to the Challenge’s web page at <http://www.cockydoodle.com>

5. **COCKYDOODLE.COM REGISTRATION:** To play the Challenge, you must be a registered member of cockydoodle.com. Registration for cockydoodle.com is free.

- a. Not yet a member: You may register by clicking the applicable link on the entry age for the Challenge, and following the instructions. You may be asked to provide your e-mail address, name, birth date, gender, and country of residence (collectively “User Information” and to select a username and password.
- b. Already a Member. If you are already a member of cockydoodle.com, then you do not need to register again. You may enter the Challenge by logging in on cockydoodle.com with you current username and password.
- c. Survey Questions or Promotional Email. You may be asked to answer survey questions or to consent to receive promotional emails or offers. This is optional. You are not required to answer questions or to give consent to receive such emails or offers in order to be eligible to play in or win the Challenge. Even if you consent, you may subsequently opt-out of receiving such emails or offers through unsubscribing.
- d. Password. You are responsible for the secrecy of your password. Sponsor or other third parties are not responsible or liable for any actions using your password or User Information.

6. **TIMING:** The Challenge begins on March 11, 2018 at approximately 6:00 pm Eastern Time (“ET”) and ends on April 3, 2018 at approximately 11:59pm ET (the “Challenge Period”).

7 HOW TO ENTER.

- a. Enter Online. Log on to cockydoodle.com during the Challenge Period and complete your predictions with your prediction confidence.
- b. Limit ONE (1) ENTRY PER CHALLENGE PERIOD (i) PER PERSON (REGARDLESS OF THE NUMBER OF EMAIL ADDRESSES OR REGISTERED MEMBER ACCOUNTS), or (ii) PER EMAIL ADDRESS (REGARDLESS OF WHETHER MORE THAN ONE PERSON USES THE SAME EMAIL ADDRESS).
- c. Void. Use of any automated system (e.g., robots, automatic, macro, programmed or like entry methods) is prohibited. Any attempt by any entrant to use an automated system or to obtain more than one (1) entry by using multiple/different email addresses, identities or any other methods, will void all of that entrant’s entries and awarded tokens, and render that person ineligible to receive any prizes. Entry materials/data that have been tampered with or altered are void.
- d. Change of Email Address. It is the sole responsibility of the entrant to notify the Sponsor during the Challenge Period if his or her e-mail address changes.
- e. Entry Errors. 1) Sponsor is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible, or misdirected entries, which will be disqualified. 2) Sponsor is not responsible for any unavailability of or interruptions to any service or equipment used in connection with the Challenge, including without limitation (1) interruptions to any network, server, Internet, website, telephone, satellite, computer or other connections (2) failures of any telephone, satellite, hardware, software or other

equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electronic, or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

- f. No Return of Entries; Disputes. Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned. In the event of a dispute, the authorized account holder at the time of entry will be deemed to be the entrant. Potential winners may be required to show proof of identification, and Sponsor may require that the potential winner provide proof that his/her identification matches the User Information associated with the winning entry (both at the time of entry and at the time of verification of a potential winner). SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT ANY USER INFORMATION WAS CHANGED OR FALSIFIED IN ORDER TO MEET ELIGIBILITY REQUIREMENTS.

8. HOW TO PLAY. Each participant will start the Challenge with exactly 100 tokens. On your “Challenge Picks” page you’re challenged to select the outcome of any listed matchup between teams. After making a minimum of one selection, you will register your prediction confidence represented by the number of tokens to which you are supporting your prediction. There is no maximum to the number of predictions that may be made during the length of the Challenge. All matchups will lock based on the expected start time of an event, but may be changed by the Game Administrator to accommodate late or early starts, or for any other reason, in Sponsor’s sole discretion.

Here are examples of matchups between two teams:

- NCAA BASKETBALL – Duke Blue Devils at North Carolina Tar Heels
- NCAA BASKETBALL – Gonzaga Bulldogs at USC Trojans

9. EARNING TOKENS: There are exactly two ways to earn tokens during the Challenge Period. (1) The successful prediction of a matchup will entitle you to a percentage of the losing sides tokens. (2) Refer new users to create a CockyDoodle account, and the new user makes at least one prediction during the Challenge Period. Each unique and successful referral will be rewarded with 20 tokens. There is no maximum number of referrals although any users caught making inappropriate referrals are subject to disqualification. If foul play is suspected, the Sponsor reserves the right to void any entry.

Prediction Token Example:

You predict that Duke Blue Devils will beat North Carolina Tar Heels and support your claim with 10 tokens. The total Duke token pot is 100, therefore, your confidence prediction will receive 10% (= 10/100) of the losing side (North Carolina Tar Heels) confidence tokens. This number may not be exactly equal to the same number of confidence tokens you entered.

10. PRIZES AND TIEBREAKERS: The approximate retail value (“ARV”) of all prizes is: \$175.00

The three (3) entrants who accumulate the most tokens during the Challenge Period will be considered the Challenge Champions with 1st Prize earning \$100, 2nd Prize earning \$50, and 3rd Prize earning \$25. In the event of a tie i.e. the exact number of tokens, the first tie breaker will be highest win-loss percentage. The second tie breaker will be most correct predictions. The third tie breaker will be the most successful unique referrals. In the event that all three are a tie, the account that created an account at cockydoodle.com first will be declared the winner.

11. POTENTIAL WINNERS

- a. Verification. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. SPONSOR SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. 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, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON MAY BE DEEMED A DEFECTIVE ENTRY AND VOID.
- b. Prize Restrictions. No assignment, transfer, or substitution of prize is permitted, except Sponsor reserves the right to substitute the prize if prize becomes unavailable.

- c. Prize Taxes. All federal, state or other tax liabilities arising from this Challenge are the sole responsibility of the winner.
- d. Pre-Verification. In addition to the verification procedures for winner and potential winners, entrants may be subject to “pre-verification” by Sponsor. Sponsor may contact entrants via email and/or phone sent to the email address with which entrant registered, seeking pre-verification of entrant’s eligibility, and requesting further contact information or other information from such entrant.
- e. “Prize Notice” via Email or Mail. Winners will be notified via email (or phone) sent within 30-days following the end of the Challenge Period. Entrants are responsible for insuring that all e-mail and contact information is up-to-date and accurate.
- f. Alternate Potential Winners; Disqualification. A potential winner will be disqualified and an alternate potential winner may be selected if (i) he/she does not comply with the Official Rules (or is otherwise determined to be ineligible), (ii) he/she does not respond to the prize notice with ten (10) days of its transmission (or receipt, if SMS), or if the emailed prize notice, after three (3) attempts, is returned as undeliverable, (iii) the person fails to comply with other rules set by the Game Administrator; or (iv) the prize is undeliverable for any reason. If Sponsor notifies, or seeks to deliver a prize to or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified then Sponsor shall use is reasonable business judgment to determine, in its sole discretion, the disposition of the prizes (e.g., may choose another alternate potential winner in a manner consistent with these rules or donate the prize to another entity, at its sole discretion).
- g. Release. By participating in this Challenge or receiving a prize, entrants (and in particular, winners) agree to release and to indemnify and hold harmless Sponsor, and each of their respective related companies, and all of its or their company’s officers, directors, employees and agents (collectively, the “Released Parties”) for any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Challenge (or related activities) or the acceptance,, possession or use/misuse of a prize (including any travel or activity related to the prize).
- h. Publicity. Except where prohibited, participation in this Challenge constitutes entrant’s (and in particular, winner’s) consent to Sponsor and its or their agents’ use of entrant’s name, likeness, voice, opinions and biographical information for publicity, advertising, trade or promotional purposes in any media or manner now known or hereafter devised, worldwide, without further payment, consideration, notice or approval.

12. CONDITIONS OF WINNING

- a. Conduct. Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Challenge and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Sponsor may lock out an entrant who, in Sponsor’s sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. CAUTION: A PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- b. Incidents. Without limiting the foregoing, Sponsor may modify, cancel, terminate, and/or suspend the Challenge, if, in the Sponsor’s sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the Challenge, including without limitation: (a) viruses, bugs, unauthorized human intervention, fraud or technical failure; or (b) earthquake, flood, fire, storm or other natural disaster, act of God; or (c) labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not officially declared).
- c. Cancellation. In the event of a cancellation or termination, prizes may be awarded in any manner deemed fair and appropriate by Sponsor.
- d. Skill Test. Citizens of nations beyond the United States of America such as Canada or Mexico may be required to answer a mathematical skill test in order to be eligible to win any prize.

13. **GAMBLING PROHIBITION:** This Challenge is strictly for entertainment purposes and may not be used in connection with any form of gambling. This Challenge is not to be considered a contest subject to odds or any type of random selection of winners.

14. **LIMITATIONS OF LIABILITY:** The Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Promotion or prizes, and are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with the Challenge; (2) technical errors, defects, delays, or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of the Challenge; and (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Challenge, access to, copying or downloading material from cockydoodle.com or any other website, or receipt or use of any prize.

15. **DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of acting arising out of or connected with the Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Fulton County, Georgia state, i.e., Atlanta; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplies or increased. Georgia law, without reference to Georgia's choice of law rules, governs the Challenge and all aspects related thereto, the participants expressly waiving any other forum that they may be entitled to in light of their current or future domiciles.