

# \$25,000 Office Football Pool

## OFFICIAL RULES

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**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING PROMOTION IS VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("D.C.") ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.**

**Contest Dates:** Contest registration is scheduled to begin on at 12:01am on **8/24/09 and end at 11:59pm on 12/27/09** (the "Registration Period"). Contest is scheduled to occur during each designated Monday Night professional football games during the 2009 Regular Season beginning on **9/14/09 and ending on 12/28/09**. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

**Who may Enter:** Contest is open to legal residents of the 50 United States and District of Columbia ("D.C."), who are age 18 or older as of date of entry, and have a valid driver's license, except the following classes of persons who are not eligible to enter:

- (a) Employees, officers, and directors of The Tribune Company ("Sponsor"), each of its parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.

**How to Enter:** Visit the designated website during the Registration Period, and click the \$25,000 Office Football Pool entry button to connect to the Contest registration page. Fully complete the on-line registration page with all required information, including your name, complete address, valid email address, birth date, and phone number (*including area code*). Each registrant will designate their own 'Username', 'Screen Name' and Password. The designated 'Screen Name' will be displayed on the 'Standings Page' during the Contest. Each registrant's Username & Password will allow that participant to return to the Contest site to Log-in to make their weekly football game picks, and to view weekly results and season-long standings.

After having read and agreed to these Official Rules, click the submit button to submit your on-line registration. All entries must be fully complete for all required registration information. Any entry submitted with an invalid email address will be disqualified. **Maximum of one registration per person or per valid email address.**

**Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry, contestant agrees that Sponsor is authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the Contest, and to distribute information regarding the Sponsor, upcoming contests, promotions, special events or offers, or other sales or discount offers.**

Each participant must register and participate on his/her own behalf. Any registration submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, or damaged entries, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email

account holder” is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

**How to Play:** Each eligible participant who has successfully completed the on-line registration must follow the on-line instructions to participate and play. Each week, visit the Contest site prior to the start of that week’s professional football games to submit your weekly picks of the winners in each of the featured Professional Football games scheduled for that week. Sponsor shall solely determine and designate the games to be featured for each week’s Contest attempts. After making your prediction of the winner in each featured game for that week – **click the ‘Save Picks’ button to save and record your picks. Failure to click the ‘Save Picks’ will void any selections for that week by the contestant.** Sponsor is not responsible for any difficulties in selecting, submitting or saving picks prior to the start of each week’s games. Any picks not received on the Contest site for any reason are void.

Each participant who has successfully completed and submitted their on-line selections each week will receive 1-point for each game in which they have correctly predicted the winning team. Any incorrect predictions will receive 0 points. Each participant is also required to submit their prediction of the Total Cumulative Points to be scored in the last Sunday game scheduled to be played each week, and the Total Cumulative Passing Yards thrown in the last Sunday game scheduled to be played each week. **Any contestant who failed to complete and save their Total Cumulative Points (1<sup>st</sup> tie-breaker prediction) and Total Cumulative Passing Yards (2<sup>nd</sup> tie-breaker prediction) for the last Sunday game will be assigned a point total of 0 points for that game.**

Tie Breaking Procedures: In the event of a tie among the weekly point leaders in any week of the Contest, the tie-breakers shall be as follows:

- Contestant who has predicted the actual or closest to the actual Cumulative Points total in the last Sunday game to be played for that corresponding week, regardless if their actual prediction is higher or lower than the actual point total.
- In the event of a remaining tie among any eligible contestants, the tie-breaker shall then be Contestant who has predicted the actual or closest to the actual cumulative passing yards total in the last Sunday game scheduled to be played for that corresponding week, regardless if their actual prediction is higher or lower than the actual yard total.

**Finalist Selection & Notification:** Prior to the start of each designated game date, the top scorer from that week will be selected as the eligible finalist. Only the **(1)** top scorer selected as the grand prize finalist each week will be eligible for the chance to win the grand prize. The selected finalist’s name will be announced by the Contest Administrator.

**Grand Prize Contest:** In order for a grand prize to be awarded to an eligible finalist, the opening kickoff of the first half of the designated game must be returned for a touchdown per the following requirements:

- **Designated Game Dates:** (1) finalist will be selected for each game date. Designated games are the (16) 2009 Regular Season Monday Night Professional Football Games between 9/14/09 – 12/28/09. (Only the first game on 9/14/09)
- Only the opening kick-off of the **first** half is eligible for this Contest.
- If the eligible kickoff must be immediately “re-kicked”, the re-kicked kickoff will be eligible for the grand prize.
- For the purpose of this Contest, a successful kick-off return for a touchdown must be counted as an official play and recorded as an official “kick-off return for a touchdown” by the league.
- Any kick-off return for a touchdown nullified by a penalty or a play that is not ruled as an official “kick-off return for a touchdown” by the league will not be considered for the grand prize. *(For example a fumbled kick off recovered by another player ruled as a “fumble return for a touchdown” would not be eligible for prize award.)*
- If the eligible opening kick-off of the **first** half is not returned and ruled as an official kickoff return for a touchdown by the league during a designated game, then the grand prize **will not** be awarded for that game date.

**Prize Awards & Delivery:** In the event of a successful kick off return for a touchdown of the first half of the designated game, the selected grand prize finalist for that corresponding game date will be eligible for the grand prize, subject to verification and compliance of these official rules. The grand prize is: **\$25,000 Cash**

A maximum **(16)** grand prize awards will be awarded during the season. If the grand prize winning requirements do not occur during the Registration Period, then the grand prize **will not be awarded**.

Winner(s) must accept delivery of prize from Sponsor, or as otherwise instructed by Sponsor. All other costs related to prize delivery and acceptance is the responsibility of winners including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein.

Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Winner(s) will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all applicable taxes on prize(s).

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation. Total value of all available prize awards: **\$400,000**.

**Additional Rules & Restrictions:** By participating in this Contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the Contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold Sponsor, and released parties (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**Winners List:** For a list of prize winner(s), if any, send a self addressed, stamped envelope to: **\$25,000 Office Football Pool**, The Tribune Company, 435 N. Michigan Ave, Suite L1, Chicago, IL 60611. Requests must be received by **2/28/10**. Residents of Vermont may exclude return postage.

**Contest Sponsor/Administrator:** This Contest is sponsored by The Tribune Company, 435 N. Michigan Ave, Suite L1, Chicago, IL 60611.