

2019 Pro Football PickEm Contest Rules

These Contest rules are specific to the 2019 Pro Football PickEm Contest (the “**Contest**”) conducted by Entercom Operations, Inc. (the “**Contest Administrator**”) and its affiliated companies and radio stations listed on Attachment A at the end of these rules (each, a “**Participating Station**” and collectively, the “**Participating Stations**”). A copy of these specific Contest rules is available at each of the Participating Stations’ studios during regular business hours and on the “Contest Rules” page of each of the Participating Stations’ websites. A complete list of studio addresses and websites for the Participating Stations are listed on Attachment A.

WHO CAN ENTER

1. Eligible entrants must be eighteen (18) years of age or older and legal U.S. residents of one of the following states: Georgia, Maryland, Delaware, New York, North Carolina, South Carolina, Illinois, Indiana, Wisconsin, Ohio, Texas, Michigan, Kansas, Missouri, Florida, Pennsylvania, New Jersey, Connecticut, California, Virginia, or the District of Columbia as of the date of entry in the Contest.
2. Employees (including, without limitation, part-time or temporary employees) of the Contest Administrator, Contest sponsors and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies, at any time during the applicable contesting period and the immediate family and other household members (*i.e.*, spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners, siblings (half and full) and the steps of each of the foregoing) of each of the above are NOT eligible to enter and/or to win the Contest.

How to Enter

3. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
4. The registration/entry process will require you to either log into an existing account, or create a free account with the game administrator, UPICKEM. You may either elect the option to have your Facebook profile pre-load applicable portions of the entry form (Facebook account is not required to enter this Contest), or complete the online entry/registration form by submitting the Entrant’s full name, address of legal residence, phone number (including area code), age, username (subject to acceptance by Contest software to eliminate duplicate usernames), password, e-mail address, and other information requested (some of which may be optional). **Limit one (1) UPICKEM account per email address. Limit one (1) entry per UPICKEM account.**
5. For purposes of this Contest, a “**Contest Week**” means Tuesday at 12:01am (ET) through the published cutoff time for each game as posted on the picks page of Contest selection page. To participate in any or all Contest Week(s), you will need to visit your account at any time after Tuesday at 12:01am (ET) until five (5) minutes before the start time of the last listed game of that week to make your picks for that week.
6. Beginning at approximately 12:01am (ET) on September 17, 2019 through five (5) minutes before the start of the last listed game in any particular Contest Week through December 29, 2019 (the “**Entry Period**”):
 - a. Visit one of the websites listed on Attachment A, click on the “Contests” button, and then click on the Rocket Mortgage by Quicken Loans 2019 Pro Football PickEm Contest link;
 - b. Complete and submit the online entry/registration form with your contact information (name, address, phone number and email address), and confirmation that you are over 18 years of age (each completed entry an “**Entry**” submitted by an “**Entrant**”); and
 - c. For each game, select the team for each listed game for that week that you believe will be the winner of each pro football regular season and playoff season game and predict the score for the winning and losing teams for the designated tie-breaker game for that week.
 - i. If you fail to select a winner for any listed game during any of the Contest Weeks, your pick (called a “Fan Pick”) will be the team that was selected by the majority of ALL participants that participate that week and your answer to any tie-breaker questions will be the average of the respective scores selected by ALL participants.

- ii. The term “ALL Participants” means all participants who use the UPickEm software for the 2019 Pro Football PickEm game nationally, not just the Entrants of this Contest. Entrants will have no right to dispute or contest that selection by the computer for any reason.
- iii. You are not eligible to win a Weekly High Score Prize if you fail to select a winner for more than one (1) game in a given Contest Week, and you are not eligible to win the Overall Grand Prize unless you complete your picks for each game for at least eleven (11) weeks.
- iv. You can make changes to your picks until five (5) minutes before each applicable game.

How to Win

7. For each game winner an Entrant correctly predicts, the Entrant will receive points based on the following point schedule: Regular Season Games – one (1) point. If a game is canceled, postponed, or forfeited for any reason, or if a game ends in a tie, no points will be awarded for that game.
8. For each Contest Week, the Entrant who had the most points for that Contest Week (*subject to Section 7 above*) will be the one (1) winner for that Contest Week to receive one (1) Weekly High Score Prize (*as described in Section 12 below*), subject to verification of eligibility and compliance with the Contest rules (each a “**Weekly High Score Winner**,” collectively the “**Weekly High Score Winners**”).
 - a. In the event of a tie for any one (1) Contest Week, the tie breaker will be set forth as follows from among all tied Entrants: (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 is multiplied by itself, (c) the result in (a) is added to the result in (b) to obtain the “**Score Approximation**.” The Entrant with the lowest Score Approximation will be deemed the Weekly High Score Winner.
 - b. If a tie remains, the Weekly High Score Winner will be selected at random from among those still tied.
9. On or about each Tuesday during the Contest (starting on Tuesday, September 24, 2019 and ending on Tuesday, December 31, 2019), the Contest Administrator will randomly select one (1) Weekly Random Draw Prize Winner in a random drawing of all eligible Entries received during that Contest Week to receive one (1) Weekly Random Draw Prize (*as described in Section 13 below*), subject to verification of eligibility and compliance with the Contest rules (each a “**Weekly Random Draw Prize Winner**,” collectively the “**Weekly Random Draw Prize Winners**”).
10. On or about Tuesday, December 31, 2019, the one (1) Entrant with the highest overall score at the end of the Contest will receive the one (1) Overall Grand Prize (*as described in Section 14 below*), subject to verifications of eligibility and compliance with the Contest Rules (the “**Overall Grand Prize Winner**”).
 - a. In the event of a tie at the conclusion of the Contest, the tie breaker will be set forth as follows from among all tied Entrants: (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 is multiplied by itself, (c) the result in (a) is added to the result in (b) to obtain the Score Approximation. The Entrant with the lowest Score Approximation will be deemed the Overall Grand Prize Winner.
 - b. If a tie remains, the Overall Grand Prize Winner will be selected at random from among those still tied.
11. Being in a private group has no impact on winning in this Contest. It is simply for entertainment purposes. The winner within any private group is not entitled to any prizes in this Contest, unless they win in accordance with these Contest rules from among all Entrants.

Prize(s)

12. **Weekly High Score Prize.** Each of the up to fifteen (15) verified Weekly High Score Winners in this Contest will receive \$1,000 awarded in the form of one (1) or more American Express gift

cards. Cards are subject to all applicable cardholder terms and conditions, cards are not redeemed for cash, and cards will not be replaced if lost, stolen, or damaged. Weekly High Score Prize is courtesy of Rocket Mortgage by Quicken Loans.

13. **Weekly Random Draw Prize.** Each of the up to fifteen (15) randomly selected Weekly Random Draw Prize Winners will receive the opportunity for the entrant and one (1) guest to meet a select NFL Alumni at a time, on a date, and at a location TBA, with a maximum value of approximately \$500.00. Weekly Random Draw Prize is courtesy of NFL Alumni Association.
14. **Overall Grand Prize.** Overall Grand Prize Winner will receive one (1) trip for two (2) to Miami, FL from January 31, 2020 - February 3, 2020 valued at up to approximately \$7,500.00 comprised of round trip coach airfare for two (2) to Miami, FL from the commercial airport nearest to the verified Overall Grand Prize Winner's residence, three (3) nights double occupancy hotel accommodations, and \$5,000 spending money awarded in the form of a company check made payable to the Overall Grand Prize Winner and made available within 21 days from the date upon which Overall Grand Prize Winner completes all required paperwork and provides all required documentation. Overall Grand Prize is courtesy of Rocket Mortgage by Quicken Loans.
 - a. The Overall Grand Prize Winner and his or her guest must travel on the same itinerary. Once the reservations are made, no changes may be made by a Winner (including, without limitation, any changes in traveling companions). PLEASE BE ADVISED THAT CONTEST ADMINISTRATOR MAY NOT RECEIVE TRAVEL DOCUMENTS UNTIL JUST A DAY OR SO BEFORE THE DEPARTURE DATE AND WILL NOTIFY WINNERS AS SOON AS THE DOCUMENTS HAVE ARRIVED AND DELIVER SUCH DOCUMENTS TO THE WINNERS VIA THE EMAIL ADDRESS DESIGNATED BY WINNERS AT THE TIME SUCH WINNER PROVIDES AND COMPLETES ALL DOCUMENTATION. IT IS THE WINNERS' SOLE RESPONSIBILITY TO ENSURE THAT HE/SHE CAN PICK UP SUCH MATERIALS, EVEN ON LAST-MINUTE NOTICE. FAILURE TO DO SO FOR ANY REASON WILL BE DEEMED FORFEITURE OF ANY PRIZE IN THIS CONTEST.
 - b. The Overall Grand Prize may be subject to additional terms and restrictions imposed by Contest Administrator, or the applicable airline, hotel, and any such additional terms and restrictions are not subject to negotiation. Winners' guests may be required to sign one or more liability release agreements before being authorized by Contest Administrator or its sponsor to be allowed to participate as winner's guest on a trip. IN ADDITION, SUCH WINNER(S) AND THEIR GUEST(S) ARE SOLELY RESPONSIBLE FOR OBTAINING ANY TRAVEL DOCUMENTS THAT MAY BE REQUIRED, INCLUDING BUT NOT LIMITED TO PASSPORTS. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Winners and their guests will be solely responsible for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees. WINNERS MAY BE REQUIRED TO PROVIDE A VALID CREDIT CARD TO CHECK INTO THE HOTEL AND TO COVER INCIDENTAL EXPENSES. Winners will be solely responsible for an additional ground transportation, including transportation to/from the airport, and for the pre-payment of any applicable taxes or airport, baggage, or government fees or charges.
15. Notwithstanding anything to the contrary herein or stated in any promotional material(s), the Winners will not be entitled to receive any prize until after their eligibility has been confirmed or accepted by Contest Administrator representatives and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending Winners within the required deadlines.
16. Winners are required to provide evidence of a valid state photo ID, valid social security number in order to be eligible to receive any prize. Winners may be required, in Contest Administrator's sole discretion, to sign one or more a Liability Release Agreements relieving the Contest Administrator and its respective parents, subsidiaries, officers, directors, members, managers, employees, agents from any and all liability with respect to participation in this Contest and the receipt and/or use of any prize. Any person who refuses to sign such Releases and/or provide a social security number or complete or provide any other documents required by the Contest Administrator by the deadline required by Contest Administrator representative will forfeit any and all Contest prizes. Contest

Administrator reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented. In the event a potential Winner does not provide the Contest Administrator with documentation and paperwork required under these rules by the deadline, the potential Winner will forfeit the prize and such prize may be disposed of at the discretion of the Contest Administrator. No transfer or assignment of prizes is allowed.

17. Further, the Contest Administrator and its respective parents, subsidiaries, officers, directors, members, managers, employees, agents 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 control of the Contest Administrator and/or its respective parents, subsidiaries, officers, directors, members, managers, employees, agents control.
18. Winners are responsible for paying all applicable local, county, state and federal taxes on prizes and will be issued an IRS 1099 form for all prizes won in this Contest.
19. No element of any prize will be replaced if lost, stolen, or damaged.
20. **Contest Administrator reserves the right to substitute ground transportation for airfare if the Winner resides within 100 miles of Miami, FL and any difference in value will not be awarded.**

Odds of Winning

21. Odds of winning a Weekly High Score Prize depend upon the total number of eligible entries received and the relative professional football knowledge of all entrants. Odds of winning a Weekly Random Draw Prize depend upon the total number of eligible entries received. Odds of winning the Overall Grand Prize depend upon the total number of eligible entries received and the relative professional football knowledge of all entrants.

Sponsor(s)

22. This Contest is sponsored by Entercom Operations, Inc., Quicken Loans Inc., d/b/a Rocket Mortgage by Quicken Loans and NFL Alumni Association.

Other Rule(s) Specific to this Contest

23. For entertainment purposes only, one or more Contest Administrator employees may talk about their picks and/or how they are doing in this Contest. Such employees may appear on the stats pages as Entrants in this Contest and/or winners or leaders in this Contest. Notwithstanding the foregoing, in no event will any Contest Administrator employee be an eligible Entrant in this Contest and shall not be entitled to win any prizes in this Contest. In the event that a Contest Administrator employee is selected by the UPICKEM software as a winner, he/she shall be deemed ineligible and Contest Administrator will manually award the Entrant with the highest score(s) (as set forth above) to be winners in this Contest.
24. The Contest is being conducted using proprietary software owned by a third party known as Second Street Media Inc. (“UPickEm”). UPickEm is not a sponsor of this Contest but Entrants may be required, as part of the entry process, to agree and consent to UPickEm’s Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the “UPickEm Policies”) and may be required to register with UPickEm. While agreement to the UPickEm Policies is required in order to enter this Contest, the UPickEm Policies are not a part of these Contest rules, but are a separate agreement between the Entrant and UPickEm. With respect to the conduct of this Contest, in the event of any conflict between the UPickEm Policies and the Contest rules, these Contest rules govern.
25. Employees of UPickEm and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.
26. This Contest is in no way connected with, affiliated with, or endorsed by, Facebook, or the NFL, or any of its affiliated teams, players, or players union. All references to any basketball name or term is purely nominative and not intended to imply any connection, affiliation, or endorsement. This Contest is not affiliated with or endorsed by the NFL or any NFL team or Facebook.

27. **This game may not be used in connection with any form of gambling. This game is strictly for entertainment purposes only and in connection with the Contest described above.**
28. Inquires by contestants or potential contestants to the Contest Administrator (whether in person, by email, or by telephone) regarding the status of their entry or questions about this Contest may or may not be responded to and Contest Administrator is not obligated to respond or treat to all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact a Contest Administrator's desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any Contest Administrator employee in connection with any such inquiry, such information shall not be binding on Contest Administrator (the sole determining information related to this Contest is as set forth in the applicable Contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular contestant over another. Any attempt by Contest Administrator to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.
29. Winners are prohibited from selling prize awarded or any transferring prize without the Contest Administrator's authorization (which authorization must be in writing by a Contest Administrator representative and shall be granted or withheld in Contest Administrator's sole discretion on a case by case basis).
30. Contest Administrator shall be the sole arbiter in all matters relating to the Contest and in the interpretation of Contest rules. Contest Administrator's decisions shall be final. Entry into the Contest constitutes agreement by contestants to abide by these rules, as well as any other rules established by Contest Administrator.
31. In case of an identity dispute, the registered user of the primary phone number of the account on the date of entry will be the recognized entrant and participants may be required to provide evidence that he or she is the primary user (e.g., phone bill) as determined in Contest Administrator's sole discretion. In the case of a text entry, Entrants acknowledge that messages are distributed via third party mobile network providers and, therefore, Contest Administrator cannot control certain factors relating to message delivery. Entrants acknowledge that, depending on the recipient's mobile provider service, it may not be possible to transmit the message to the recipient successfully. Contest Administrator does not claim or guarantee availability or performance of this service, including liability for transmission delays or message failures. Contest Administrator does not charge a fee for this service. It is each Entrant's responsibility to check with their individual carrier, as other charges may apply. **BE ADVISED THAT IN SOME CASES, TEXTS TO THE CONTEST ADMINISTRATOR WILL RESULT IN ONE OR MORE AUTOMATIC BOUNCE BACK MESSAGES, FOR WHICH ENTRANTS MAY INCUR A FEE FROM THEIR PROVIDER.** Contest Administrator assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or Contest notices from the Contest Administrator.
32. **By participating in Contest Administrator Contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless Contest Administrator, its affiliates, parents, assigns, successors, employees, Sprint, Contest sponsors, agents and all others connected with them and the promotion, Contest, and/or event from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, Contest, and/or event and the receipt and use of any prize(s) awarded (if any) through such promotion, Contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Contest Administrator, its affiliates, parents, assigns, successors, employees, Contest sponsors, agents and all others connected with them and the promotion, Contest, and/or event.**
33. By participating in this Contest, entrants hereby consent to Contest Administrator and prize providers, usage of any one or more of the following for online, social media, radio or television broadcast and/or for any other advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the Contest; and the substance of the entrant's entry form. By

entering this Contest, entrants understand and agree that Contest Administrator may take photographs and/or videotape and/or audiotape any contestants participation, appearance and/or performance in connection with this Contest (before, during or after the Contest) and that Contest Administrator will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the Contest with no compensation to the entrants, including without limitation posting any such photographs, audio and/or videos on its (or other) websites and/or social media websites.

34. Contest Administrator is not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or Contest Administrator from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Contest Administrators or any third party website), or for any problem associated with the Contest Administrator website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, or prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in an Contest Administrator Contest or visiting its websites (whether as an entrant or visitor). Contest Administrator and its prize providers assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a Contest Administrator Contest. Contest Administrator is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of Contest Administrator, this Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes, whether discovered or suspected by Contest Administrator, which, in sole opinion of Contest Administrator does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Contest Administrator reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected contests with or without selecting winner, and/or provide alternative means of entry or any other changes to these Contest rules that Contest Administrator deems appropriate under the circumstances. In the event of termination, suspension or modification of a Contest, a notice will be posted online.**
35. Contest Administrator reserves the right to prohibit the participation of an individual from any or all Contest Administrator contests if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in the applicable Contest rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.
36. This Contest is subject to all applicable laws and regulations and is void where prohibited.
37. Contest Administrator reserves the right to: (i) terminate or declare this Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a Entrant

in the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice.

38. Winner List: For a winner list, mail a self-addressed stamped envelope (VT residents may omit return postage) to 2400 Market St., 4th Floor, Philadelphia, PA 19103 addressed to “2019 Pro Football PickEm Contest.” All requests for winner lists must be mailed and received after the Contest is over but prior to six (6) months after the Contest has been concluded.

ATTACHMENT A
PARTICIPATING ENTERCOM COMPANIES AND STATIONS

<u>Entercom Company</u>	<u>Station</u>	<u>City</u>	<u>Website</u>
Entercom Georgia, LLC	WZGC-FM	Atlanta, GA	http://www.929thegame.com/
Entercom Maryland, LLC	WJZ-FM	Baltimore, MD	http://1057thefan.com
Entercom New York, LLC	WGR-AM	Buffalo-Niagara Falls, NY	http://www.wgr550.com/
Entercom North Carolina, LLC	WFNZ-AM	Charlotte-Gastonia-Rock Hill, NC	http://www.wfnz.com/
Entercom Illinois, LLC	WSCR-AM	Chicago, IL	http://670thescore.com
Entercom Ohio, LLC	WKRK-FM	Cleveland, OH	https://923thefan.radio.com/
Entercom Texas, LLC	KRLD-FM	Dallas-Ft. Worth, TX	https://1053thefan.radio.com/
Entercom Michigan, LLC	WXYZ-FM	Detroit, MI	http://www.971theticket.com
Entercom Texas, LLC	KILT-AM	Houston-Galveston, TX	http://Sportsradio610.com
Entercom Kansas, LLC	KCSP-AM	Kansas City, MO/KS	http://www.610sports.com/
Entercom Florida, LLC	WAXY-AM	Miami-Ft. Lauderdale-Hollywood, FL	http://www.theticketmiami.com/
Entercom Florida, LLC	WQAM-AM	Miami-Ft. Lauderdale-Hollywood, FL	http://www.wqam.com
Entercom New York, LLC	WFAN-AM	New York, NY	http://wfan.com
Entercom New York, LLC	WFAN-FM	New York, NY	http://wfan.com
Entercom Pennsylvania, LLC	WIP-FM	Philadelphia, PA	http://94wip.com
Entercom Pennsylvania, LLC	KDKA-FM	Pittsburgh, PA	http://937thefan.com
Entercom California, LLC	KWFN-FM	San Diego, CA	http://www.973thefansd.com
Entercom California, LLC	KGMZ-FM	San Francisco-Oakland-San Jose, CA	http://www.957thegame.com/
Entercom Washington DC, LLC	WJFK-FM	Washington, DC	http://thefandc.com
Entercom Operations, Inc.	RADIO.COM	RADIO.COM	http://www.radio.com