

*NO PURCHASE NECESSARY. A purchase or payment of any kind will not increase entrant's chance of winning.] Contest starts at 8:00:00 pm ET on March 12, 2023 and ends at 11:59:59 pm ET on March 17, 2023. Must be a U.S. resident, and at least 18 years of age to enter. Void where prohibited. See official contest rules at <https://www.imleagues.com/rules.html>.

"2023 IM Leagues Bracket Challenge" Contest (Women's) OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. The "2023 IM Leagues Bracket Challenge" Contest (the "Contest") is intended for legal residents of the United States of America and shall only be construed and evaluated according to applicable U.S. law and applicable state law. Do not enter this Contest if you are not a U.S. resident or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry. The Contest is sponsored by IMLeagues LLC, 1728 Talbot Ridge St, Wake Forest, NC 27587 (the "Sponsor").

ELIGIBILITY: The Contest is open to legal residents of the United States of America who are at least eighteen (18) years of age or have reached the age of majority in their respective state of residence at the time of entry (the "Entrants"). NCAA Athletes, Varsity Athletes, and anyone whose scholarship eligibility could be affected are not eligible to enter the Contest. Employees, officers and representatives of the Sponsor, Futr. Inc., Newbridge Marketing Group ("Agency"), Alliance Sweepstakes Services, Inc. (the "Administrator"), their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, prize suppliers along with its parent companies, employees, officers, directors, subsidiaries, affiliates, and distributors), sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the "Released Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Contest. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Winning a Prize (defined below) is contingent upon fulfilling all requirements set forth herein.

TIMING: The Submission Period of the Contest will begin at 8:00:00 pm ET on March 12, 2023, and end at 11:59:59 pm ET on March 17, 2023 ("Submission Period"). The Sponsor's database clock is the official time-keeping device for the Contest.

HOW TO PLAY: During the Submission Period, eligible Entrants can be entered into the Contest by visiting the Sponsor's Contest website, <https://www.imleagues.com/spa/account/challengelogin1> (the "Website"). At the Website, Entrants will be asked to complete the Contest registration form requesting the Entrant's email address, name and school. In addition, Entrants will be asked to complete their bracket picking their predicted winners of all sixty-three (63) games in the 2023 Women's Division I Basketball tournament. By completing the Contest registration form and completing the bracket, an Entrant will receive one (1) Contest entry.

CONFIRMING PICKS: It is the responsibility of the Entrant to confirm that their picks are accepted by the Website. Entrants can do this in a number of ways including viewing your submitted bracket after entry and by returning to the pick sheet to see that your selections are prefilled. The picks shown on the Website after the deadline has passed are your FINAL picks regardless of any paper printouts or confirmation emails or other proof you might have. In the event of any dispute with individual picks, the Sponsor will go by what is shown on the Website.

All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://www.imleagues.com/Portal.aspx?Portal=privacy>. By participating in the Contest and providing any personal contact information, Entrants hereby agree to Sponsor's and their Agency's collection and usage of their personal information and acknowledge their automatic opt-in to their email databases and they acknowledge that they have read and accepted the above Privacy Policy. All subsequent emails will have an unsubscribe/opt-out option.

CONTEST WINNER DETERMINATION/NOTIFICATION: Entrants will earn Contest points by correctly predicting the straight-up winners of each tournament game (not including the play-in-games). There are six (6) rounds and a total of sixty-three (63) games, thirty-two (32) games in the first round, sixteen (16) games in the second round, etc. The point values per each win are as follow:

<u>Round - Pts/Win</u>
1st Round: 1
2nd Round: 2
3rd Round: 4
4th Round: 8
5th Round: 16
6th Round: 32

This pool does not use point spreads. Wins are determined on a straight-up basis. In total, there will be twelve (12) total Winners. The two (2) top point scorers will be deemed the potential Grand Prize Winners and the next ten (10) top point scorers will each be deemed the potential First Prize Winners. All potential Prize Winners will be contacted by the Sponsor and/or Administrator via email; by participating in the Contest, Entrant agrees that Sponsor may contact Entrant at the email address provided in connection with Entrant's Submission.

TIEBREAKERS: The pool standings are based primarily on Contest points. The two (2) Entrants who accumulate the most points will be deemed the potential Grand Prize Winners. If three (3) or more Entrants finish with the same point total, the first tiebreaker will be the total score of the final game. Whichever Entrant is closest to the combined score of both teams will be deemed the potential Winner. If three (3) or more Entrants are still tied after the first tiebreaker, the second tiebreaker will be the number of points scored in round six (6). Whichever Entrant scores the most points in round six (6) will be deemed the potential Winner. If three (3) or more Entrants are still tied after the second tiebreaker, the next tiebreaker is the number of points scored in round one (1). Whichever Entrant scores the most points in round one (1) will be deemed the potential Winner. If three (3) or more people are still after the third tiebreaker, IMLeagues will randomly draw the two (2) Winner(s).

CONTEST PRIZES: There are two (2) Grand Prizes and ten (10) First Prizes available. Each **Grand Prize Winner** (“Winner”), upon the Administrator’s verification of eligibility, will receive a MacBook Pro with the M1 chip (“Prize” or “Grand Prize”). Grand Prize ARV - \$1,200. Each First Prize Winner will receive a \$150 loaded on to a FutureCard Visa Debit Card (“Prize” or “First Prize”). Entrants will be required to download the Future app, apply for, and be approved, for a FutureCard at no additional cost. There are no fees to apply and no credit checks. The ARV of the total Prize pool is equal to \$3,900. All other expenses associated with Prize acceptance or usage not specifically mentioned herein are the responsibility of the Winners. **Substitution, assignment, or transfer of the Prize is not permitted, except by Sponsor, who reserves the right to substitute a Prize with another of equal or greater value.**

SWEEPSTAKES DRAWING AND PRIZES: Futr. Inc. will also randomly draw fifty (50) cardholders that have active FutureCards during the Submission Period on or about Friday, April 7, 2023. Random drawing Winners will be pulled from new activations that are identified as consumers who learned of FutureCard from Contest promotional elements. Fifty (50) random Winners will receive \$100 loaded on to their FutureCard. FutureCard must be active at the time of drawing. This bonus is in addition to any other rewards Futr, Inc may offer. FutureCard accounts must be open and in good standing at the time of drawing.

PRIZE CONDITIONS: By accepting a Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of a Prize. The potential Grand Prize Winners must each sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Grand Prize. **Note: The Affidavit sent to a potential Grand Prize Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winners will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Grand Prize Winners must note that the value of the Grand Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Grand Prize. The Winners are solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential

winner, if a potential Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected based on the judges' scoring.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

GENERAL CONDITIONS: If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to: (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt of a Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR

HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s or jurisdiction’s laws. By participating in the Contest, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of North Carolina; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant’s remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Contest and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by the Sponsor. The waiver by Sponsor of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor and Entrant.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of each Winner, please send a self-addressed, stamped business size envelope, by May 15, 2023, to: Alliance - “Bracket Challenge Women’s” Contest Winners List Request, PO Box 332, Rochester, NY 14607.

This Contest is not in any manner sponsored, endorsed, administered by, or associated with the National Collegiate Athletic Association.