

American Flag Football 2018 US Open of Football Tournament Official Bracket Contest Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

American Flag Football 2018 US Open of Football Tournament (the “Tournament”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at eighteen (18) years old at the time of entry. Void where prohibited by law. Employees of AFFL Associates, or any of its respective affiliates, subsidiaries, advertising agencies, suppliers, distributors, retailers or any other company or individual involved with the design, production, execution or distribution of the Tournament and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Tournament is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Tournament. Winning a prize is contingent upon fulfilling all requirements set forth herein. From all eligible entries received, winners will be determined based on their ability to use their skill and knowledge to accumulate the most points in this Tournament during the 2018 US Open of Football by selecting the 2018 US Open of Football winners.

2. Sponsor

AFFL Associates, LLC, 1350 Avenue of the Americas, Suite 2010, New York, NY 10019.

3. Tournament Entry Period

The Tournament begins on May 16, 2018 and ends on May 18, 2018 at approximately 11:59 p.m. ET (the “Tournament Period”). Sponsor is the official time keeper for the Tournament.

4. How to Enter

During the Tournament Period submit a completed Tournament Bracket online at www.challenge.com. When you register you must provide you name, and email address. **Limit of one Tournament Bracket per person, per email address during the Tournament Period.** Once you make your picks in the Tournament Bracket you may not change your picks. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

5. How to Play and Scoring

- A. The objective of the Tournament is to accumulate the most points by correctly selecting winners in the 2018 US Open of Football.
- B. How to make your selections. Enter your selections by completing and return a Tournament Bracket at challenge.com.
- C. From all eligible Tournament Brackets received, the twelve highest placed winners will be to accumulate the most points during the Tournament Period. A correct answer in a given round is shown below (up to 16 points per round):
 - a. First Round - 1 point per correct pick
 - b. Second Round - 2 point per correct pick
 - c. Quarter Finals - 4 point per correct pick
 - d. Semi Finals: 8 point per correct pickIn the event a 2018 US Open of Football match does not occur as scheduled (e.g., due to cancellation, postponement, etc.) no points will be awarded for that potential game.
- D. Leader Board. Reasonable efforts will be made by the Sponsor to maintain and accurately publicly display the highest number of points that entrants have earned as well as their rankings as compared to other entrants. However, Sponsor shall not be responsible for technical errors of any kind which may cause inaccurate or incomplete information to be reflected at any given time. Sponsor may update the leader board at any time of its sole choosing and Sponsor may correct erroneous listings on the leader board at any time in its sole discretion without liability of any kind. Notwithstanding listings on leader board, a contestant is not a potential prize winner in the Tournament unless and until he/she is notified personally by Sponsor or its agent to such effect.

6. Winner Selection

On or about July 14, 2018, Sponsor or an independent judging agency will select the five (5) entries that have the highest point total. If there is a tie between two or more entrants, the prize will be awarded to the entrant who also picked the total number of points that will be scored by both teams in the America's Bracket Final. The winning entrants will be contacted using the email address provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules.)

7. THE POTENTIAL TOURNAMENT WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE TOURNAMENT.

8. Verification of Potential Winner

The potential prize winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners may be required to sign and return to Sponsor, within forty-eight (48) hours of the time notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of the Tournament prize is disqualified for any reason, Sponsor may award the prize to an alternate winner by next who had the most Bracket points.

9. Prizes

Up to 5 winners will each receive four (4) tickets to the AFFL Championship, currently scheduled to be held on July 19, 2018 at BBVA Stadium. Approximate Retail Value is \$400 per winning entry. All Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use, and for all expenses incurred in traveling and attending the game.

10. Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Tournament; (b) release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Tournament, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Tournament, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Tournament and/or entrant's acceptance, use or misuse of prize.

11. Publicity

Except where prohibited, participation in the Tournament constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Tournament, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Tournament, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Tournament or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Tournament may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted.

by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Tournament; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Tournament; (d) technical or human error which may occur in the administration of the Tournament or the processing of entries; or (e) 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 Tournament or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Tournament. No more than the stated number of prizes will be awarded.

14. Disputes

Dispute Resolution and Arbitration: Except where prohibited by law, as a condition of participating in this Tournament, all Participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Tournament, including but not limited to any game-related issue or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the Commissioner of the League. In the event that a final decision of the Commissioner is objected to, the party seeking redress shall be limited to final and binding arbitration under the rules of the American Arbitration Association to be held at a mutually convenient JAMS regional office; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will either side be permitted to obtain awards for, and both sides hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Tournament), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and League in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

15. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy which is available at <http://americanflag.football/privacy-policy/>.

16. Tournament Results

For Tournament results send a hand-printed, self-addressed, stamped envelope to AFFL Tournament Winner's List, AFFL Associates, LLC, 1350 Avenue of the Americas, Suite 2010, New York, NY 10019. Requests for the winners' list must be received by September 30, 2018.