## THE "FOX SPORTS ARIZONA FANEXPRESS PRESENTED BY COX COMMUNICATIONS" SWEEPSTAKES

## **OFFICIAL RULES**

## NO PURCHASE NECESSARY TO ENTER OR WIN.

PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THE "FOX SPORTS ARIZONA FANEXPRESS PRESENTED BY COX COMMUNICATIONS" SWEEPSTAKES (THE "SWEEPSTAKES") AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION ONLY IN ARIZONA (THE "TERRITORY") AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY CALIFORNIA STATE LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT OF THE TERRITORY PHYSICALLY LOCATED IN THE TERRITORY AT THE TIME OF ENTRY, OR DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES BELOW. VOID WHERE PROHIBITED BY LAW.

1. **SWEEPSTAKES DESCRIPTION**: The "Fox Sports Arizona FanExpress Presented By Cox Communications" Sweepstakes (the "**Sweepstakes**") is sponsored by Fox Sports Net Arizona, LLC, ("**Sponsor**") located at 455 North 3rd Street Suite 290, Phoenix, AZ 85004. The Sweepstakes begins on July 24, 2017, and ends on August 17, 2017 ("**Sweepstakes Period**"). The Sweepstakes is a promotion related to Sponsor's coverage and telecast of professional baseball games and any ancillary programming related thereto. At the end of the Sweepstakes Period, a random drawing will be conducted to select twenty-five (25) prizewinners from all eligible entries received throughout the Sweepstakes Period.

2. **WHO MAY ENTER**: The Sweepstakes is open only to legal residents of Arizona who are eighteen (18) years of age or older the time of entry. Void where prohibited by law. Directors, officers and employees, (and their respective IRS dependents, immediate family members [children, spouse, parents, sibling] and individuals residing in their same household, whether or not related) of Sponsor, CoxCom, LLC, Major League Baseball and its related teams and entities, Fox Cable Network Services, LLC, Fox Entertainment Group, and The News Corporation, Inc. (the "Promotion Entities") and each of their respective parents, affiliated, or subsidiary companies, advertising, promotion, production services, fulfillment agencies, legal advisors, web masters and web suppliers, if any, are not eligible to enter or win. By participating in this Sweepstakes, each entrant unconditionally agrees to abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to this Sweepstakes. The potential prizewinners of the Sweepstakes may be required to show proof of residency.

3. **HOW TO ENTER**: During the Sweepstakes Period, visit the COX Retail Store located at 301 East Bell Road, Suite 100, Phoenix, Arizona 85022; during normal business hours to obtain an official Sweepstakes entry form (available while supplies last). Legibly complete the Sweepstakes entry form in its entirety and deposit the completed Sweepstakes entry form into the designated official Sweepstakes registration receptacle. Limit of one (1) entry per person throughout the entire Sweepstakes Period. All entries must be received by the end of the Sweepstakes period in order to participate. All requested information must be included on the entry form to be eligible to win. No mechanically reproduced, illegible or incomplete entries will be accepted. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. Sponsor in its sole discretion shall be the official timekeeper for this Sweepstakes.

All entries become the exclusive property of Sponsor and will not be acknowledged or returned. As permitted by law, each entrant agrees that personal information collected in connection with this Sweepstakes may be shared with the Promotion Entities and Sponsor's' other promotional partners to contact you regarding promotional updates; information; messages; and for other reasons via electronic and/or ordinary mail and, will be used by Sponsor and such promotional partners in compliance with their respective privacy practices. Without otherwise limiting the foregoing, any personal information supplied by a Sweepstakes entrant to Sponsor will be subject to Sponsor's privacy policy posted at http://www.foxsports.com/privacy-policy ("Privacy Policy"). By entering the Sweepstakes, each entrant grants Sponsor permission to share your email address and any other personally identifiable information with the other Promotion Entities for the purpose of Sweepstakes administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in the Privacy Policy. Entry must be made by the entrant, only in the manners as set forth herein. All other methods of entry are considered void.

4. **DRAWINGS AND WINNER NOTIFICATION**: Up to a total of Twenty-five (25) prizewinners will be selected for a prize package. The potential prizewinners of the Sweepstakes will be selected in a random drawing from all eligible

entries received during the Sweepstakes Period on or about August 18, 2017. Each potential prizewinner will be notified by telephone and/or email on or about August 18, 2017, using the contact information provided at the time of entry. If a selected prizewinner cannot be reached by telephone and/or e-mail, or does not respond within twenty-four (24) hours of the initial attempt to notify such potential prizewinner, the prize package may be forfeited and an alternate prizewinner may be selected in a random drawing from the remaining eligible entries. Sponsor shall have no liability for any prizewinner notification that is lost, intercepted, or not received by a potential prizewinner for any reason. If a selected prizewinner cannot be reached in the timeframe specified above, Sponsor will attempt to contact up to two (2) potential prizewinners in accordance with the above procedure, after which, the prize package may go unawarded if it remains unclaimed.

5. **PRIZE/APPROXIMATE RETAIL VALUE /ODDS**: Up to a total of twenty-five (25) prize packages are available. Each prizewinner will receive (i) round trip ground transportation for two (2) on August 26, 2017; which will originate from the COX Retail Store located at 301 East Bell Road, Suite 100, Phoenix, Arizona 85022 to the baseball stadium located in Phoenix, Arizona; and (ii) admission for two (2) to August 26, 2017 professional baseball game. The total approximate retail value ("ARV") for each prize package is One Hundred Dollars (\$100). The ARV should all prizes be awarded in connection with this Sweepstakes is Two Thousand Five Hundred Dollars (\$2,500). If a potential prizewinner is unable to attend the August 26, 2017 professional baseball game, then such potential prizewinner will forfeit the prize package in its entirety. All other expenses not specified herein as being awarded shall be the sole responsibility of the prizewinner including, without limitation, delivery, processing and handling fees, food, beverages, gratuities, and/or personal purchases. The baseball game admissions are subject to all terms and conditions generally applicable thereto and printed thereon and are non-transferable and will be deemed void if sold, transferred, auctioned or assigned to any third party. Sponsor is not responsible for game schedule changes, delays or cancellations. The ground transportation begins and ends at the location noted hereinabove. No other stops will be allowed. Odds of winning depend upon the actual number of eligible entries received during the Sweepstakes Period.

A prizewinner's companion must be eighteen (18) years of age or older, or if such companion is a under the age of eighteen (18), the prizewinner must be such companion's parent or legal guardian or the companion must travel with the permission of such companion's parent or legal guardian, with such permission in a form and substance acceptable to Sponsor in its sole discretion. The prizewinner's companion must sign and return a Liability Release and (where legal) a Publicity Release prior to ticketing of the prize.

GENERAL PRIZE RESTRICTIONS: All minors (as defined below) must be accompanied, at all times, by an adult. 6. The potential prizewinner is subject to verification. Prize packages are not redeemable for cash. The prize packages are nonassignable and nontransferable. The prize packages are subject to availability and Sponsor in its sole discretion may substitute cash or a different prize of approximately equal or greater value except where prohibited by law. If lost, the prize packages or any portion thereof awarded will not be replaced. The prize packages will not be substituted, except at Sponsor's sole discretion due to prize unavailability and then only for a prize of equal or greater value. Each prizewinner is solely responsible for the reporting and payment of any federal, state and/or local taxes on the prize package. If any potential prizewinner declines the prize package or any portion thereof, is found to be ineligible, or fails to comply with these Official Rules, such potential prizewinner will be disqualified and will forfeit the prize package he or she otherwise might have received. In the event that a prizewinner or his or her guest engage in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten any other person, Sponsor reserves the right to terminate the applicable event early, in whole or in part, and send the applicable prizewinner and/or his or her guests home with no further compensation. Upon verification of entrant's win and compliance with these Official Rules, delivery of the prize packages will be coordinated by a representative of Sponsor and each prizewinner will receive further notification with details on how to claim his or her prize package. All details and other restrictions of the prize packages not specified in theses Official Rules will be determined by Sponsor in its sole discretion.

7. **GENERAL PRIZE CONDITIONS:** Eligibility, age and all claims made by prizewinner are subject to verification. Sponsor and its agents are not responsible for fraudulent communications including without limitation phone calls, mail, and e-mails made or sent to entrants. Each Prizewinner may be required to execute an Affidavit of Eligibility, a Liability Release and where imposing such condition is legal, a Publicity Release ("**Prize Claim Documents**"). If a Prizewinner is not of legal age of majority in his or her state of residence (a "**Minor**") at Sponsor's option, the prize package either will be awarded in the name of the parent or legal guardian of the prizewinner, or the parent or legal guardian of the prizewinner will be required to ratify and sign Prize Claim Documents. The Prize Claim Documents must be returned within the time frame indicated on the documents. If the potential prizewinner (or, in the case of a Minor, such Minor prizewinner's parent or legal guardian) fails to return such documents within the prescribed time, or if a potential prizewinner is found to be ineligible, or if he/she does not comply with these Official Rules, then the potential prizewinner will be disqualified and an alternate prizewinner may be selected from the remaining eligible entries. All applicable U.S., Federal, state, and local taxes, duties, or other taxes or fess are the sole responsibility of the prizewinner, who may be issued a 1099 IRS tax form for the ARV of any awarded prize package. Acceptance of a prize package constitutes permission for the Sponsor and its agents to

use said prizewinner's name, photograph, likeness, statements, biographical information, voice, and city and state address for all purposes and in all forms of media, in perpetuity, without further notice or compensation.

Depiction of the prize packages or any portion thereof in any advertising, promotional materials, or on the Sweepstakes Website (if any) may not reflect the actual prize packages delivered to the prizewinner. Sponsor or its agents shall not be responsible for delays in delivery of any prize package once it has been shipped by Sponsor or its agent. Each prizewinner shall bear all risk of loss or damage to the prize package or any portion thereof after it has been delivered to the prizewinner. Prizewinners cannot assign or transfer the prize packages or any portion there of to another person or entity and is not entitled to cash in place of any prize package or portion thereof. The prize packages and any portion thereof are subject to availability and Sponsor in its sole discretion may substitute cash or a different prize of approximately equal or greater retail value except where prohibited by law. No transfer, substitution, or cash equivalent for prizes allowed except at Sponsor's sole discretion due to prize unavailability and then only for a prize of equal or greater value.

CONDITIONS OF PARTICIPATION: This Sweepstakes is subject to all applicable federal, state, and local 8. laws. By entering the Sweepstakes, each entrant hereby: (a) agrees that the Promotion Entities and each of their respective parent, subsidiaries and affiliated companies, advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize; (b) releases the Promotion Entities, their parent companies, subsidiaries, distributors, affiliates, advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to this Sweepstakes and from injuries or damages arising in connection with or relating to participation in this Sweepstakes, or use or misuse of the prize packages or any portion thereof; and (c) waives any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes, to void suspect entries and/or cancel, terminate or suspend any portion of this Sweepstakes should a virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, in any such event, at its discretion, select prizewinner(s) from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension. This Sweepstakes may not be used for any form of gambling.

9. IMPORTANT: PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY. By entering the Sweepstakes, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities, and each of their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Sweepstakes; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Sweepstakes and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Sweepstakes and/or the use and/or misuse of any prize packages or portion thereof (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy); or (iv) the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Sponsor and Promotion Entities assume no responsibility for any errors or failures that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right, in their sole discretion, to disqualify any entrant it finds to be tampering with the Submission process or operation of the Sweepstakes or to be acting in an unsportslike or disruptive manner, or with intent to threaten, abuse or harass any other person. If, for any reason, this Sweepstakes 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 which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this

Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes and determine prizewinner from all eligible entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor.

10. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE OFFICIAL RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL SPONSOR, PROMOTION ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN\_THE SWEPSTAKES. WITHOUT LIMITING THE FOREGOING, ALL PRIZES AND EVERYTHING IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

11. **COPY OF OFFICIAL RULES/WINNERS LIST**: **COPY OF OFFICIAL RULES/WINNERS LIST**: To obtain a copy of the Official Rules, visit the entry location or send a self-addressed, stamped envelope to:

Fox Sports Arizona "Fox Sports Arizona FanExpress Presented By Cox Communications" Sweepstakes "Official Rules" 455 North 3rd Street Suite 290 Phoenix, AZ 85004

To obtain a copy of any legally required winner's list, send a self-addressed, stamped envelope to:

Fox Sports Arizona "Fox Sports Arizona FanExpress Presented By Cox Communications" Sweepstakes "Winners' List" 455 North 3rd Street Suite 290 Phoenix, AZ 85004

These Official Rules may not be available following the end of the Sweepstakes Period. Any legally required winner's list may be available for a period of thirty (30) days following the end of the Sweepstakes Period.