No purchase necessary to enter or win. Purchase does not increase chances of winning. The "Minnesota Lottery Winners' Circle" Contest Promotion (the "Promotion") and any advertisement relating thereto is intended for participation only in the state of Minnesota (the "Territory") and shall be construed according to, and governed exclusively by, California State law. Do not participate in this Promotion 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.

"MINNESOTA LOTTERY WINNERS' CIRCLE" CONTEST

OFFICIAL RULES

No Purchase Necessary to Enter or Win

- 1. DESCRIPTION OF THE CONTEST. The "Minnesota Lottery Winners' Circle" Contest Promotion (the "Promotion") is sponsored by Fox Sports Net North, LLC ("Sponsor") located at 800 LaSalle Avenue, Suite 200, Minneapolis, Minnesota 55402. The Promotion, which website is located at https://www.foxsports.com/north/winners-circle (the "Website") is a photo with commentary competition in which individuals submit a photo, which depicts a significant milestone that includes Minnesota Twins baseball along with a maximum of five hundred (500) characters passage describing the milestone and why the photo should be featured in a Fox Sports Minnesota Twins' broadcast (e.g., 75th birthday celebration at a Twins game). For the purposes of this Promotion and any Contest (as defined below), examples of a milestone shall include without limitation an anniversary, graduation, significant birthdate, significant award, engagement, etc. Sponsor in its sole and absolute discretion shall determine if the event depicted in the photo is a "milestone." The Promotion consists of fourteen (14) independent Winners' Circle Promotion contests (each a "Contest" collectively, "Contests"), with at least one (1) prizewinner, for each Contest. The winning Submission (as defined below) for each Contest will be announced according to the applicable prizewinner announcement date as set forth in the chart noted below and will receive a prize as more specifically described below. The Promotion begins March 27, 2019, and is scheduled to end September 16, 2019 (such entire period of time referred to hereinafter as the "Promotion Period"). By participating in this Promotion, each individual 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 Promotion.
- 2. WHO MAY ENTER. The Promotion is open only to legal residents of the state of Minnesota who are eighteen (18) years of age or older at the time of entry. Void where restricted or 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, Minnesota Lottery, Fox Cable Network Services, LLC, Fox Entertainment Group, and The News Corporation, Inc. (each a "Promotion Entity" and collectively, the "Promotion Entities") and their respective parents, affiliated, or subsidiary companies, advertising, promotion, production services, fulfillment agencies, legal advisors, web masters and web suppliers are not eligible to enter or win. The potential prizewinners of the Promotion may be required to show proof of residency.
- 3. WHEN TO ENTER: No purchase necessary to enter or win. A computer with internet access is required in order to participate in this Promotion. The Promotion begins at 12:00:01 a.m. Central Time ("CT") on March 27, 2019, and ends at 11:59:59 p.m. CT on September 16, 2019. Each Contest shall consist of one (1) Contest submission period (each a "Submission Period" collectively, "Submission Periods"), one (1) Contest judging period (each a "Judging Period" collectively, "Judging Periods"), one (1) Contest prizewinner determination date (each a "Prizewinner Determination Date" collectively, "Prizewinner Determination Dates"), and one (1) Contest prizewinner announcement date and number of prizewinner(s) ("Announcement Date") as set forth in the chart below. All entries must be received by the end of the Submission Period for each Contest in order to participate in this Promotion. Sponsor's database clock shall be the official timekeeping device for this Promotion.

CONTEST	SUBMISSION PERIOD START 12:00:01 a.m. CT	SUBMISSION PERIOD END 8:59:59 p.m. CT	JUDGING PERIOD START 8:00:01 a.m. CT	JUDGING PERIOD END 11:59:59 p.m. CT	PRIZEWINNER DETERMINATION DATE	ANNOUNCEMENT DATE / # OF PRIZEWINNER(S)
WINNERS' CIRCLE 1	3/27/2019	4/1/2019	4/2/2019	4/2/2019	4/3/2019	4/3/2019-2
WINNERS' CIRCLE 2	4/2/2019	4/8/2019	4/9/2019	4/9/2019	4/10/2019	4/10/2019-2
WINNERS' CIRCLE 3	4/9/2019	4/15/2019	4/16/2019	4/16/2019	4/17/2019	4/17/2019-2

WINNERS' CIRCLE 4	4/16/2019	4/22/2019	4/23/2019	4/23/2019	4/23/2019	4/23/2019-3
WINNERS' CIRCLE 5	4/23/2019	5/6/2019	5/7/2019	5/7/2019	5/8/2019	5/8/2019-4
WINNERS' CIRCLE 6	5/7/2019	5/20/2019	5/21/2019	5/21/2019	5/22/2019	5/22/2019-3
WINNERS' CIRCLE 7	5/21/2019	6/3/2019	6/4/2019	6/4/2019	6/5/2019	6/5/2019-4
WINNERS' CIRCLE 8	6/4/2019	6/17/2019	6/18/2019	6/18/2019	6/14/2019	6/14/2019-4
WINNERS' CIRCLE 9	6/18/2019	7/1/2019	7/2/2019	7/2/2019	7/3/2019	7/3/2019-4
WINNERS' CIRCLE 10	7/2/2019	7/22/2019	7/23/2019	7/23/2019	7/24/2019	7/24/2019-4
WINNERS' CIRCLE 11	7/23/2019	8/5/2019	8/6/2019	8/6/2019	8/7/2019	8/7/2019-4
WINNERS' CIRCLE 12	8/6/2019	8/19/2019	8/20/2019	8/20/2019	8/21/2019	8/21/2019-4
WINNERS' CIRCLE 13	8/20/2019	9/2/2019	9/2/2019	9/2/2019	9/21/2019	9/21/2019-5
WINNERS' CIRCLE 14	9/3/2019	9/16/2019	9/17/2019	9/17/2019	9/18/2019	9/18/2019-1

4. HOW TO ENTER: No purchase necessary to enter or win. Making a purchase will not improve your chances of winning. A device with internet access is required to participate in this Promotion and any Contest. To be eligible for any Contest, during the Submission Period for the applicable Contest, each entrant must log on to the Website, which is located at https://www.foxsports.com/north/winners-circle and follow the links and instructions to the Promotion's registration page. Each entrant must then complete and submit all required information, which may include without limitation entrant's full name, complete mailing address (including city, state, and zip code), and e-mail address in addition to uploading one (1) photograph depicting a significant milestone that includes Minnesota Twins baseball along with a maximum of five hundred (500) characters passage describing the milestone and why the photo should be featured in a Fox Sports Minnesota Twins' broadcast. Upon completion of the aforementioned process, the entrant will receive one (1) entry into the applicable Contest.

Each entrant must provide a valid e-mail address to be eligible. Proof of entering the required information on the Promotion's registration page is not considered proof of delivery to or receipt by Sponsor of entry into the Promotion or any Contest. In the event of a dispute regarding the identity of who actually submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address supplied at the time of entry. An "authorized account holder" is defined as the natural person to whom the applicable e-mail address has been assigned by the internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the address submitted. The entrant may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry. All requested information must be included on the official entry form to be eligible. No mechanically reproduced, illegible, forged, software-generated, other automated or incomplete entries will be accepted. Promotion entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. If a dispute as to the identity of any entrant cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Entry must be made by the entrant, only in the manner as set forth herein. All other methods of entry are considered void.

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 Promotion and any Contest 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 Promotion entrant to Sponsor will be subject to Sponsor's privacy policy posted at https://www.foxsports.com/rsn-privacy-policy ("Privacy Policy"). By entering the Promotion or any Contest, 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 the Promotion administration and Contest 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.

5. SUBMISSION REQUIREMENTS: Each photograph depicting a significant milestone that includes Minnesota Twins baseball along with a maximum of five hundred (500) characters passage describing the milestone and why the photo should be featured in a Fox Sports Minnesota Twins' broadcast, which is entered into the Promotion or any Contest must meet ALL of the "Submission Requirements" to be considered (a photo and passage that meets all such requirements will be referred to as a "Submission") and any Submission that, in Sponsor's good faith judgment, violates the below noted criteria will be disqualified and/or discarded. To enter a Submission into the Promotion, during the Submission Period for an applicable Contest, each entrant must log-on to the Website (see paragraph 4 hereinabove for instructions on How To Enter the Promotion), follow the links and instructions to the Promotion page, complete the official registration form in its entirety, upload a photo and passage, and click the "submit" icon. Each entrant's photo must depict a significant milestone that includes Minnesota Twins baseball e.g., 75th birthday celebration at a Twins game) and each passage must be a maximum of five hundred (500) characters and detail why the photo should be featured in a Fox Sports Minnesota Twins' broadcast. There is no limit on the number of times an entrant may enter a Submission into a Contest; provided, however, each Submission must be an original Submission. For the purpose of clarity, duplicate Submissions are not eligible for entry. Submissions created for commercial purposes are not eligible for the prize. By submitting a Submission, each entrant unconditionally agrees to the terms and conditions of these Official Rules, and further represents and warrants that the entrant is the sole copyright owner of the submitted Submission, and that the entrant has the authority to grant the permission and rights granted herein, and that no other permission is required to grant such rights, and the entrant hereby irrevocably grant Promotion Entities the right, but not the obligation, to use the entrant's Submission, name, voice, and likeness and address (city, state, and zip code) (collectively "Attributes"), the Attributes of each individual featured in the photo and passage and any statements made by or attributed to the entrant and all those featured in the photo and essay, for advertising and promotional purposes in any and all media, now known or hereafter devised (including without limitation by telecast on Fox Sports North programming and their affiliated Website), without notice, review, or approval, in perpetuity and throughout the universe without further compensation, and the entrant hereby release the Promotion Entities and their respective parent, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents from all claims arising out of any such use.

All Submissions must meet the Submission Requirements. The Submission must (i) be owned exclusively by the entrant; (ii) not have been previously published, released or distributed commercially; (iii) not infringe upon any third party intellectual property rights, or violate any law, and as of the date of Submission, not be the subject of any actual or threatened litigation or claim; and (iv) be suitable for publication (i.e., no nudity, profanity, obscene gestures, any depiction of real or simulated sexual acts, graphic or gratuitous violence, dangerous or illegal acts, no provocative, offensive, indecent, defamatory or libelous material) in Sponsor's sole and absolute discretion. Submissions that do not conform to these requirements will be disqualified. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error or any other intentional, casual, or inadvertent misconduct, which may occur in the processing of the entries in the Promotion.

- **JUDGING PHASE:** Following the Submission Period for each Contest, qualified judges, selected in Sponsor's sole discretion, will review each Submission to ensure that they comply with the Submission Requirements as stated in these Official Rules. Judges in their sole discretion will evaluate all eligible Submissions based upon the following subjective criteria: (i) forty percent (40%) connection to Minnesota Twins' baseball; and (ii) sixty percent (60%) milestone ("**Judging Criteria**"). Determination of the prizewinner for each Contest shall be final and binding and will not be subject to challenge or appeal.
- 7. LICENSE: Each entrant shall retain all ownership rights in the entrant's Submission. However, by submitting the Submission in to the Promotion, each entrant hereby grants to Promotion Entities a worldwide, perpetual, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Submission in connection with the Promotion and Promotion Entities (its successors' and affiliates') business, including without limitation promotion and redistributing part or all of any of Fox Sports North program (and derivative works thereof) in any and all media formats and through any and all media distribution. Promotion Entities have the absolute right to edit and/or alter any Submission. Promotion Entities reserve the right to use (or not use) the entrants' Submission at all and/or as little of the Submission as it so chooses.
- **8. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS**. Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.
- **9. SPONSOR'S RIGHT TO DISQUALIFY:** At any time during the Contest, Sponsor reserves the right, in its sole and absolute discretion, to disqualify and remove any photograph that it believes contains any inappropriate content, infringes the rights of any third party, or otherwise does not meet the Submission requirements or any other requirements in these Official Rules. The decisions of the Sponsor on this and all matters relating to the Contest are final and binding.

- **10. WINNER SELECTION/PRIZE.** Up to a total of forty-six (46) Winning Contestant(s) will be selected throughout the entire Promotion Period. Following the completion of the Judging Phase for each applicable Contest, potential Winning Contestant(s) (as defined below) will be selected from all eligible entries received throughout the Submission Period for the applicable Contest. The determination of the winning Submission(s) shall be made by Sponsor and/or its designee in their sole discretion, and such determination shall be final and binding. Subject to the timely return of all required documents as set forth below, the entrant(s) who submitted a winning Submission ("**Winning Contestant**") will be entitled to receive a Contest prize. Each Contest prize shall consist of Minnesota Lottery scratch off tickets valued at One Hundred Dollars (\$100). In addition, the winning Submission(s) may be featured in featured in a Fox Sports Minnesota Twins' broadcast. The approximate retail value ("**ARV**") of each Contest prize is One Hundred Dollars (\$100). The ARV should all prizes be awarded in connection with this Promotion is Four Thousand Six Hundred Dollars (\$4,600). **TIE BREAKER:** In the event of a tie, the entrant who submitted a potential winning Submission into the applicable Contest first will be declared as the Winning Contestant for such Contest.
- 11. **GENERAL PRIZE RESTRICTIONS:** If applicable to the prize awarded herein, all Minors (as defined below) must be accompanied, at all times, by an adult (if applicable). Each potential Winning Contestant is subject to verification. If lost, the applicable Contest prize awarded will not be replaced. The applicable Contest prize 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. The Winning Contestant or in the case of a Minor, such Minor's parent and/or legal guardian is solely responsible for the reporting and payment of any federal, state and/or local taxes on the prize. All other prize expenses not specified herein shall be the sole responsibility of the Winning Contestant including, without limitation, delivery, processing, and handling fees. If inclusion of the winning Submission in a Fox Sports Minnesota Twins' broadcast (the "Opportunity") portion of the prize becomes unavailable, that portion of the prize will be cancelled without substantiation or compensation therefore. The Opportunity portion of the prize will be deemed unavailable due to cancellation or unavailability of the Opportunity for any reason, or if Sponsor determines that all or regulations applicable thereto cannot be met or waived on terms that it finds satisfactory in their sole discretion. If any potential Winning Contestant declines the applicable Contest prize, is found to be ineligible, or fails to comply with these Official Rules, the Winning Contestant will be disqualified and will forfeit the prize he or she otherwise might have received. If applicable to any prize awarded in connection with this Promotion or any Contest, in the event the Winning Contestant 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 both the Winning Contestant and/or his or her guests home with no further compensation. Upon verification of the entrant's winning Submission and compliance with these Official Rules, delivery of the prize to the Winning Contestant will be coordinated by a representative of Sponsor and the Winning Contestant will receive further notification with details on how to claim his or her prize. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.
- 12. GENERAL PRIZE CONDITIONS: Eligibility, age and all claims made by any entrant is subject to verification. Sponsor and its agents are not responsible for fraudulent communications including without limitation phone calls, mail, and emails made or sent to the entrant. The Winning Contestant 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 Winning Contestant is not of legal age of majority in his or her state of residence (a "Minor"), the applicable prize awarded to the Winning Contestant will be awarded in the name of the parent or legal guardian of the Winning Contestant, or the parent or legal guardian of the Winning Contestant 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 Winning Contestant (or, in the case of a Minor, such Winning Contestant's parent or legal guardian) fails to return such documents within the prescribed time, or if a potential Winning Contestant is found to be ineligible, or if he/she does not comply with these Official Rules, then the potential Winning Contestant will be disqualified and an alternate Winning Contestant for the applicable Contest prize may be selected from the remaining Submissions. All applicable U.S., Federal, state, and local taxes, duties, or other taxes or fess are the sole responsibility of the Winning Contestant, who may be issued a 1099 IRS tax form for the ARV of any awarded prize.

Depiction of any prize in any advertising, promotional materials, or on the Promotion Website (if any) may not reflect the actual prize delivered to the Winning Contestant(s). Sponsor or its agents shall not be responsible for delays in delivery of any prize once it has been shipped by Sponsor or its agent. Winning Contestant(s) shall bear all risk of loss or damage to the prize after it has been delivered to the Winning Contestant(s). Winning Contestant(s) cannot assign or transfer the prize to another person or entity and is not entitled to cash in place of the prize. The prizes 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 prize is allowed except at Sponsor's sole discretion due to prize unavailability and then only for a prize of equal or greater value.

13. CONDITIONS OF PARTICIPATION: This Promotion is subject to all applicable federal, state, and local laws. Each entrant hereby: (a) agrees that the Promotion Entities and their respective parent, subsidiaries and affiliated companies,

advertising and promotion agencies, and all 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 Promotion and/or Contest or any Promotion and/or Contest-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 Promotion and from injuries or damages arising in connection with or relating to participation in this Promotion, or use or misuse of the prize; and (c) waives any right to claim ambiguity in the Promotion 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 Promotion, to void suspect entries and/or cancel, terminate or suspend any portion of this Promotion 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 Promotion and/or Contest and, in any such event, at its discretion, select winners from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension. This Promotion may not be used for any form of gambling.

- RULES GOVERNING WINNERS: Eligibility, age, and all claims made by the entrant are subject to verification. 14. Sponsor, the Promotional Entities and their agents are not responsible for fraudulent communications including without limitation phone calls, e-mails, and mail made or sent to any entrant. The Winning Contestant(s) will be announced according to the Prizewinner Announcement date as set forth in the chart noted in Rule #3 hereinabove and will be notified by e-mail, U.S. mail, and/or telephone, using the contact information provided at the time of entry. If the selected Winning Contestant(s) cannot be reached by the manner as set forth above, three (3) attempts will be made to notify the potential Winning Contestant(s) over a three (3) day period following the initial attempt to notify such potential Winning Contestant(s). If the Sponsor is unable to notify a potential Winning Contestant(s) within this timeframe, the prize may be forfeited and an alternate an alternate Winning Contestant may be selected from the remaining Submissions received throughout the Submission Period for the applicable Contest. An alternate Winning Contestant may be selected using the Judging Criteria set forth in Rule #6 hereinabove. It is the sole responsibility of each entrant to notify Sponsor in writing if the entrant changes his/her e-mail address or other contact information by writing to Fox Sports Net North, LLC, c/o "Minnesota Lottery Winners' Circle" Contest Promotion, located at 800 LaSalle Avenue, Suite 200, Minneapolis, Minnesota 55402. The Promotion Entities shall have no liability for any Winning Contestant(s) notification that is lost, intercepted, or not received by the potential Winning Contestant(s) for any reason. The Winning Contestant(s) may be required to execute and return an Affidavit of Eligibility and a Liability/Publicity Release within the timeframe indicated on the documents. If the selected Winning Contestant(s) cannot be contacted, is ineligible, fails to claim the prize, and/or fails to return any Affidavit of Eligibility and Liability/Publicity Release within the applicable time period, Sponsor may elect to disqualify the selected Winning Contestant(s), who will then forfeit his or her right to receive the prize. Except where such condition is expressly prohibited by law, the Winning Contestant(s)' acceptance of the prize constitutes permission for the Sponsor and its agents to use said Winning Contestant(s)' name, screen name, voice, likeness, statements, biographical information, and/or city and state address for all purposes including but not limited to the advertising and promoting of the Promotion, the Website, or any other promotion, contest or sweepstakes sponsored by the Promotion Entities without any limitation or further compensation, in any and all media, worldwide, in perpetuity.
- REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION. Each person who enters this Promotion **15.** represents and warrants to Sponsor as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission is wholly original with the entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) and the Submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. Each Submission must not contain any unauthorized third party owned material, including, but not limited to, trademarks, logos, background music, depictions of actors and the like. Further, the entrant will furnish to Sponsor, upon Sponsor's request, any documentation, substantiation, and releases necessary and reasonably required to prove, confirm, verify, and substantiate the entrant's compliance with any or all of the terms and conditions of these Official Rules, including without limitation the foregoing representations and warranties. Additionally, the entrants represents and warrants that he or she will not have and will not acquire any trademark rights, copyrights, or any other rights in Sponsor's trademarks, trade names, logos or other intellectual property. Sponsor specifically reserves all its rights to protect its intellectual property against any infringement or other illegal or improper use. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of the entrant hereunder.
- **16. IMPORTANT: PLEASE READ GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** By entering the Promotion, the entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, 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

Promotion, 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 the 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, its 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 Promotion and/or Contest; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Promotion 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 Promotion and/or the use and/or misuse of any prize (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 damage to an entrant's computer system, which is occasioned by accessing the Website, or participating in the Promotion and/or any Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections 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, at its sole discretion, to disqualify any entrant it finds to be tampering with the Submission process or operation of the Promotion 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 Promotion 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 Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest and determine winner(s) from all eligible Submissions received prior to action taken, or as otherwise deemed fair and equitable by Sponsor.

17. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT OR SPONSOR IN CONNECTION WITH THE PROMOTION AND/OR CONTEST OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE PROMOTION AND/OR CONTEST, 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 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 CONTEST. 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 CONTEST 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.

18. LIST OF WINNERS: For a copy of the Official Rules or any legally required winners' list, visit https://www.foxsports.com/north/winners-circle. Any legally required winners list may be posted on

<u>https://www.foxsports.com/north/winners-circle</u> for a period of thirty (30) days following the end of the Promotion Period. The Official Rules may not be available following the end of the Promotion.

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