

GOOD GAME 2023 BRACKET CHALLENGE

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR A CLAIM PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

THE OBJECTIVE OF THE CONTEST IS TO ACCUMULATE THE MOST POINTS BY CORRECTLY SELECTING THE "WINNING TEAM" FOR EACH OF THE SIXTY-THREE (63) MEN'S DIVISION I COLLEGE BASKETBALL GAMES ASSOCIATED WITH THE TOURNAMENT. FOR AVOIDANCE OF DOUBT THE CONTEST ONLY APPLIES TO THE FIELD OF SIXTY-FOUR (64) TEAMS OF THE TOURNAMENT AND DOES NOT INCLUDE ANY PLAY-IN OR OTHER QUALIFYING GAMES.

1. SPONSOR: Cobb County Entertainment Sportservice, Inc. ("**Sponsor**") is solely responsible for all aspects of this Contest. Any advertisers associated with the Contest, if any, shall be deemed a "**Promoter**" for purposes of these Official Rules. The Contest is designed to advertise and promote Sponsor's business activities and is not gambling. This Contest is not endorsed by, associated with, or sponsored by, the National Collegiate Athletic Association, its members or partners. This Contest will be administered by Good Game powered by Topgolf Swing Suite, 875 Battery Ave SE, Suite 700, Atlanta, GA 30339 (the "**Administrator**").

2. ELIGIBILITY. The 2023 Men's Tournament Challenge (the "**Contest**") is open only to legal residents of the U.S., who are 21 years of age or older as of the date of entry. Employees of Delaware North Companies, Inc. or any other entities involved in the administration of the Contest including the Sponsor (collectively the "**Contest Entities**") or any of their respective parents, subsidiaries, and affiliated companies, or any advertising, contest judging or public relations company doing business with any of the Contest Entities or their respective parents, subsidiaries and affiliates or their immediate family members and/or those living in the same household (whether related or not) are not eligible to submit an Entry or win the Contest. The Contest is void in Puerto Rico, and all other U.S. territories, U.S. military installations in foreign countries and possessions and where prohibited by law, and is subject to all federal, state, local, and municipal laws and regulations. The Contest will be governed by the internal laws of the State of New York, without regard to its conflicts of laws principles.

In addition, persons who are currently involved in any capacity in any collegiate basketball program (including but not limited to college basketball players, coaches and their staffs) are not eligible to participate in the Contest or win prizes.

Participation in the Contest constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor regarding all matters relating to the Contest are final and binding. Winning any prize is contingent upon fulfilling all requirements set forth herein. From all eligible entries received, the three (3) highest scoring

entries that have accumulated points in this Contest during the 2023 Division I Men's College Basketball Tournament taking place in March/April 2023 (the "**Tournament**") will win prizes as outlined in Section 8 herein. **If you are a college athlete or expect to be one, participating in this Contest could affect your eligibility as an entrant in this contest.** This Contest is subject to all applicable federal, state, local and municipal laws and regulations.

3. TIMING: Entry in the Contest begins on Sunday, March 12, 2023 at 7:00 PM ET and ends on Wednesday, March 15, 2023 at 10:00 PM ET. All entries must be received during the Entry Period. The first round of the Tournament is expected to begin on Thursday, March 16, 2023 and the championship game is expected to be played on Monday, April 3, 2023 (or upon the completion of the final game of the Tournament) (the "**Tournament Period**"). For purposes of these Official Rules, all times and days are Eastern Time. Sponsor's computer is the official time-keeping device for the Contest.

4. REGISTRATION & ENTRY: You must submit your completed bracket in person at Good Game during regular business hours as described on <https://goodgameatl.com/hours-info/> and during the Entry Period as outlined in Section 3. Brackets can be downloaded and printed from www.goodgameatl.com or acquired at Good Game during regular business hours. Your bracket will be considered completed when signed and dated by a staff member of Good Game. You may be asked to consent to receive promotional emails or offers. This is optional and does not affect your chances of winning a prize in this Contest. You are NOT required to give consent to receive such emails or offers in order to participate in the Contest or win any prize.

Limit of one entry per person during the Entry Period. Multiple entries as determined by Sponsor in its sole discretion, will result in disqualification of all entries by such person. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. By entering this Contest, entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Contest.

5. HOW TO PLAY:

a. General. The objective of the Contest is to accumulate the most points by correctly selecting the "winning team" for each of the sixty-three (63) Men's Division I college basketball games associated with the Tournament. For avoidance of doubt the Contest only applies to the field of sixty-four (64) teams of the Tournament and does NOT include any play-in or other qualifying games.

b. How to make your selections. You may enter your selections by completing a Tournament bracket following the posted instructions.

c. Scoring. From all eligible brackets received, the winners will be determined based on their ability to accumulate the most points during the Tournament as a whole. Points for a correct

pick in a given round in the Tournament is shown below:

- Round 1 (Round of 64): 10 points per correct pick
- Round 2 (Round of 32): 20 points per correct pick
- Round 3 (Round of 16): 40 points per correct pick
- Round 4 (Round of 8): 80 points per correct pick
- Round 5 (Round of 4): 160 points per correct pick
- Round 6 (Championship game): 320 points per correct pick

In the event a Tournament basketball game does not occur as scheduled (e.g., due to cancellation) no points will be awarded for that game.

d. Championship Game Score Prediction. Entrants may, but are not required to, submit a predicted score for the championship game in order to determine the entrant's "**Tiebreaker Game Score**" as explained below. If no predicted score is submitted for an entry, said entry will not be included in the Tiebreaker Game Score.

e. TIEBREAKERS:

- Tiebreaker #1 - An entrant's predicted score for the championship game is compared to the actual score of the championship game. The difference between the total amount of points scored in the Tournament's championship game and the total amount of points in the entrant's predicted score determines an entrant's Tiebreaker Game Score. The entry with the smallest difference is considered the highest ranked entry.

EXAMPLE: Entrant A submits a prediction of 100-98 (i.e., 198 combined points scored), and entrant B submits a prediction of 110-105 (i.e., 215 combined points scored). The actual championship game's total score is 105-102 (i.e., 207 combined points). In this example, entrant A would have a Tiebreaker Game Score of 9 (because the difference between entrant A's predicted total points and the actual total points scored is 9), and entrant B's Tiebreaker Game Score would be 8 (because the difference between entrant B's predicted total points and the actual total points scored is 8). In this scenario, entrant B wins the tie, as entrant B has the smaller absolute value difference between their predicted total score and the actual total score.

- Tiebreaker #2 - The entrant whose date of corresponding entry creation was submitted first. This is only used in the event that both entrants have the same prediction of combined points scored.

6. INTERRUPTION/CANCELLATION OF 2023 DIVISION I MEN'S COLLEGE BASKETBALL TOURNAMENT DUE TO COVID-19/CORONAVIRUS

ENTRANTS UNDERSTAND AND AGREE THAT, DUE TO COVID-19/CORONAVIRUS, THE TOURNAMENT MAY NOT BE CONDUCTED AS ORIGINALLY SCHEDULED.

IF THE TOURNAMENT IS CANCELLED AFTER THE FULL CONCLUSION OF AT LEAST THE FIRST ROUND (I.E., THE ROUND OF 64), THE CONTEST WILL CONSIST OF ONLY THOSE ROUND(S) COMPLETED AND PRIZE AWARDS WILL BE DETERMINED BASED ONLY ON COMPLETED ROUND(S) OF THE TOURNAMENT. IN SUCH EVENT, THE ENTRANTS WHO HAVE THE HIGHEST SCORES FOR THE OVERALL TOURNAMENT UP TO THE TIME OF SUCH CANCELLATION WILL RECEIVE PRIZES. IF THE TOURNAMENT IS CANCELLED DURING A GIVEN ROUND (WITH NOT ALL SCHEDULED GAMES FOR THAT ROUND BEING PLAYED TO CONCLUSION), ONLY THOSE GAMES PLAYED TO CONCLUSION FOR SUCH ROUND WILL BE SCORED WITH ALL OTHER GAMES BEING DISCOUNTED.

IF THE TOURNAMENT IS MODIFIED OR POSTPONED, SPONSOR WILL ENDEAVOR TO CONDUCT THE CONTEST AS ORIGINALLY INTENDED BY SCORING COMPLETED GAMES AND MODIFYING THE ROUNDS FOR WHICH SUCH SCORES ARE COUNTED AS SPONSOR DEEMS APPROPRIATE IN ITS SOLE DISCRETION. WITHOUT LIMITING THE FOREGOING, SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CONTRACT OR EXTEND THE TIMING OF ONE OR MORE ROUNDS AND/OR THE CONTEST OVERALL, DUE TO THE TOURNAMENT BEING SUSPENDED OR PAUSED.

NOTICE OF SUCH ACTIONS BY SPONSOR WILL BE POSTED ON THE WEBSITE.

7. WINNER DETERMINATION/NOTIFICATION: Sponsor/Administrator will review all eligible entries received during the Entry Period overall to determine the top three (3) highest scoring entries from among the entire entry pool. The Grand Prize winner will be the highest scoring entry. The second-highest score will receive the second-place prize, and the third-highest score will receive the third-place prize. If there is a tie, the winner will be selected using the tiebreaker methods described in Section 5. There is no entry fee required to participate in the Contest. Only entries received online in accordance with these Official Rules will be accepted. No other forms of entry - fax, mail, email, phone or other - will be accepted. Entry materials/data that have been tampered with or altered are void. Winners will be determined on or about Tuesday, April 5, 2023.

8. PRIZES.

a. Sponsor will award three (3) prizes: (the first-place "**Grand Prize**," a second-place prize, and a third-place prize).

Grand Prize: \$100 gift card for Good Game

Second-place Prize: \$50 gift card for Good Game

Third-place Prize: \$25 gift card for Good Game

Odds of winning a prize depends on the total number of eligible entries received. Other restrictions may apply. **No cash or other prize substitution, assignment or transfer of prize permitted, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or portion thereof with one of comparable or greater value.** Prizes winners will need to claim

their prize in person at Good Game, 875 Battery Ave SE, Suite 700, Atlanta, GA 30339, during regular business hours within 60 days of notification.

9. ENTRY ERRORS/ NO RETURN OF ENTRIES; DISPUTES. Neither Sponsor nor Promoters are responsible for lost, late, incomplete, damaged, stolen, invalid, illegible or misdirected entries, which will be disqualified. Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned. Winners may be required to show proof of identification. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT ANY USER INFORMATION WAS CHANGED OR FALSIFIED IN ORDER TO MEET ELIGIBILITY REQUIREMENTS. The decisions of the professional referees officiating the games shall be final and binding regarding the outcome and scoring of the game.

10. POTENTIAL WINNERS. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. SPONSOR SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. Potential winner will be notified via phone or email within thirty (30) business days following the end of the Tournament Period. It is the sole responsibility of the entrant to notify the Sponsor if his or her phone number or e-mail address has changed. A potential winner will be disqualified and an alternate potential winner may be selected if (i) he/she does not comply with these rules (or is otherwise determined to be ineligible), (ii) he/she does not claim his or her prize within sixty (60) days of its transmission, or if the prize notice, after three (3) attempts, is unable to be made due to an undeliverable email or out-of-service phone number, or (iii) the prize is undeliverable for any reason. If Sponsor notifies, or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified then Sponsor shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prize. Winning a prize is contingent upon fulfilling all requirements set forth herein. Winner is solely responsible for any and all expenses, relative to participation in the Contest (including acceptance of any prize) not specified herein.

11. CONDITIONS OF PARTICIPATION. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor in regards to all matters of this Contest are final and binding. Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Contest and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. In the event that the Tournament is postponed, terminated early, or cancelled for any reason (such as a strike or lockout), Sponsor reserves the right to award prizes based on scores at the time the Tournament is disrupted, or to cancel, modify or suspend the Contest at its discretion. In the event of a cancellation or termination by the Sponsor the prizes will be awarded in accordance with these Official Rules based on the point total accumulated at the time of any said action, or prizes will be awarded in such other manner deemed fair and appropriate by Sponsor.

12. RELEASE AND INDEMNITY. Acceptance of a prize constitutes permission to use the entrant's name, biographical information, voice, statements, photographs or likeness for publicity or promotional purposes without further compensation and without the right to receive notice, review, or approval by any entrant and his or her parent or legal guardians, except where prohibited by law. By entering this Contest, each entrant agrees to defend, indemnify and hold harmless the Contest Entities and their respective parent, subsidiaries, affiliates and/or related companies and each of their officers, directors, shareholders, employees, agents, and representatives from any and all damages, injuries, claims, causes of action, or losses of any kind (including but not limited to reasonable attorney's fees) arising out of or relating to entrant's participation in the Contest; entrant's receipt or use of any prize if selected as a Grand Prize or other winner; entrant's violation of any term of these Official Contest Rules; entrant's violation of any third-party right, including without limitation any copyright, trademark right, property, or privacy right; or any claim that the Entry caused any type of damage to a third party. By entering the Contest, entrant accepts and agrees to be bound by these Official Contest Rules and the decisions of the Contest Entities. The Contest Entities reserve the right to reject and disqualify any submissions that could be offensive or inappropriate or that do not meet the terms and conditions of these Official Contest Rules. Contest Entities reserve the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest or website; violates the Official Contest Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Contest Entities are not responsible for any damage to entrant's computer in connection with accessing or downloading any information from Contest Entity website. Contest Entities expressly reserve the right to accept or reject any Entry.

13. GAMBLING PROHIBITION. This Contest is strictly for entertainment purposes and may not be used in connection with any form of gambling. Division I Men's College Basketball has adopted specific legislation prohibiting athletic department staff members, conference office staff, national office staff and student-athletes from engaging in sports gambling activities as they relate to intercollegiate or professional sporting events.

14. FORCE MAJEURE: The failure of the Contest Entities to comply with any provision of these Official Contest Rules due to an act of God, hurricane, war, terror, fire, riot, earthquake, act of public enemies, actions of governmental authorities outside of the control of Delaware North or other force majeure event will not be considered a breach of these Official Contest Rules.

15. LIMITATIONS OF LIABILITY. The Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Contest or the prizes and are not responsible for technical or human error which may occur in connection with any aspect of the Contest; or for any cancellation, suspension or postponement of any type of game or league, or event of

force majeure.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. DISPUTES/CHOICE OF LAW. To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the awarding of the prizes shall be resolved individually, without resort to any form of class action, and exclusively by either the Erie County Supreme Court of New York, or by the United States District Court for the Western District of New York; (2) 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 attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

17. PRIVACY POLICY: Personal information provided in conjunction with Contest entry is subject to Sponsor's privacy policy, available at <https://goodgameatl.com/privacy-policy/>.

This Contest is in no way sponsored, endorsed or administered by Facebook, Instagram or Twitter.