

Official Rules for the 2014-15 NBA Season December Grind Prophecies Contest

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. Eligibility: 2014-15 NBA Season November Grind Prophecies Contest (the “Contest”) is open only to legal residents of the United States and Canada (excluding Quebec) who, at the time of entry, are at least eighteen (18) years of age and are registered members of www.grizzlybearblues.com (the “Contest Site”). Employees, independent contractors, interns, officers, directors, and agents of Sponsor, other companies associated with the Contest, the judges, as well as the immediate family members (spouse, parents, siblings, and children, and their respective spouses) and household members of any of the foregoing are not eligible to enter.

2. Sponsor: The Contest is sponsored by Brett Faulkner, 1930 Exeter Rd., Germantown, TN, 38138. (“Sponsor”).

3. Agreement to Official Rules: By entering the Contest, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Entry Period: The Contest begins with the Memphis Grizzlies at the Houston Rockets on December 3rd of 2014, when the Sponsor announces on the Contest Site that the Entry Period has started and the Sponsor will be accepting entries in connection with one or more Memphis Grizzlies’ games during the Entry Period (each, a “Game”) and will end on December 30th of 2014 with the San Antonio Spurs at the Memphis Grizzlies (the “Entry Period”). Prior to a Game, the Sponsor will post a written announcement on the Contest Site and ask members to submit predictions in connection with that Game. Each such written announcement posted on the Contest Site shall be referred to herein as a “Contest Post”. Entries submitted before the Entry Period has started, or after the Entry Period has ended will not be eligible. Entries submitted, or revised, after the official NBA tip-off time of any Game will not be eligible. Sponsor’s computer is the official time-keeping device for the Contest.

5. How to Enter: To enter the Contest, you must (a) be a registered user of the Contest Site, and (b) submit predictions in connection with at least one Game in response to a Contest Post (as defined in accordance with the instructions set forth below). There is a limit of one (1) entry per person/user name for the Contest Site. Entries will not be acknowledged.

a. **Becoming a Registered User.** Visit the Contest Site and if you are not already a registered user of the Contest Site, click “Sign Up” and register as a member of the Contest Site. Once registered, login to the Contest Site with your account username and password.

b. **Submitting an Entry.** Once a Contest Post is live on the Contest Site, post a comment containing your predictions in response to the Contest Post for the relevant Game (an “Entry”). An Entry must be submitted prior to the official

start time of the Game in order to be scored and judged by the Sponsor in connection with this Contest.

c. The final (2) contests will require contestants to submit their Entry via email sent to Sponsor (rainydaymanual@gmail.com). The final (2) contests Entries must be received by Sponsor's email client before the official start time of the Game. All other applicable conditions for entry requirements apply to the final (2) contests.

An Entry will be deemed ineligible if it does not contain, for the applicable Game, a prediction in each of four (4) prediction categories articulated by the Sponsor as scored categories for such Game. An Entry will also be deemed ineligible if it contains multiple predictions for any Scored Prediction Category (defined below) that requires only one response (e.g., An entry that names four (4) Most Valuable Players for one (1) game will be deemed ineligible). The four (4) scored prediction categories (each, a "Scored Prediction Category") are as follows:

- Game Winner and Winner's Point Differential over Opponent: Guess the winner of the game along with how many points by which they win
- Grindmaster: Guess the Memphis Grizzlies player with the highest total of designated statistic for the game. Statistic prediction will rotate between points scored, rebounds, assists, steals, and blocks.
- Sponsor's Choice: Make a prediction about the Game in response to a question posed by the Sponsor.
- 2nd Sponsor's Choice: Make a prediction about the Game in response to a question posed by the Sponsor.
- 3rd OPTIONAL Sponsor's Choice: Make a prediction about the Game in response to a question posed by the Sponsor. A response to this question is not required for a valid contest entry.

6. Scoring. For each Game during the Entry Period, entrants will earn points in the following manner:

- a. Game Score. One (1) point for correctly guessing the winner of the Game; an additional Two (2) points will be awarded for correctly guessing the point differential by which the winner wins the game.
- b. Grindmaster. Three (3) points for correctly guessing the Memphis Grizzlies player who totals the highest designated statistic for the game, the Sponsor may award the title to multiple players if there is a tie between the designated statistic. If the title of "Grindaster" is awarded to multiple players, an entrant will receive two (2) points if he or she correctly guessed one of the named players.
- c. Sponsor's Choice. Three (3) points for correctly predicting the response to the "Sponsor's Choice" Scored Prediction Category; provided that if no entrant correctly guesses the response to the "Sponsor's Choice", the Sponsor may award a lower amount of points to entrants whose prediction was closest in differential to the correct prediction.
- d. 2nd Sponsor's Choice. Three (3) points for correctly predicting the response to the "2nd Sponsor's Choice" Scored Prediction Category; provided that if no entrant correctly guesses the response to the "2nd Sponsor's Choice", the Sponsor may award a lower amount of points to entrants whose prediction was closest in differential to the

correct prediction.

e. Optional Sponsor's Choice: Three (3) points for correctly predicting the response to the "3rd Sponsor's Choice" Scored Prediction Category, or Two (2) points deducted from overall score for incorrectly predicting the response to the "3rd Sponsor's Choice" Score Prediction Category.

The Sponsor will calculate and aggregate scores for all entrants during the Entry Period and may, from time to time during such Entry Period, publish Contest "standings" on the Contest Site.

The entrant that has accumulated the most points at the conclusion of the Entry Period shall be selected by the Sponsor as the winner. In the event of a tie between one or more entrants, Sponsor will ask the entrants to estimate or correctly guess a response to a tiebreaker question (e.g., what will be the point differential in "x" game).

7. Notification and Requirements of Potential Winners: Sponsor will attempt to notify potential winners within five (5) business days of the date of selection. If a potential winner does not respond within three (3) business days after the notice is sent, the Sponsor will select an alternate potential winner in his/her place according to the Judging Criteria. Only three (3) alternate potential winners will be contacted. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place according to the Judging Criteria. Only three (3) alternate potential winners may be contacted.

8. Prize(s): One (1) first place prize will be awarded. Description of Prize: A Memphis Grizzlies replica jersey, player, size and color (home, road, or alternate) to be determined by the winner of the contest. ARV of Prize: \$100 including shipping. \$ (US Dollars); \$ \$101.69 (Canadian Dollars). A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor in its sole discretion. A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor in its sole discretion.

9. General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) according to the procedures set forth above from among the eligible entries received up to the time of the impairment. 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest 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. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The “authorized account holder” is the natural person who is assigned to 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 e-mail address. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

10. Release and Limitations of Liability: By participating in the Contest, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (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) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) 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 Contest or receipt or use of any prize. You further agree 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. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Privacy and Publicity: Any information you submit as part of the Contest will be used for purposes of this Contest and treated in accordance with Sponsor’s [Privacy Policy](#). Except where prohibited, participation in the Contest constitutes an entrant’s consent to Sponsor’s use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

12. Disputes: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Washington, DC, without giving effect to any choice of law or conflict of law rules (whether of Washington, DC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington, DC.

13. Third Party Platforms: If this Contest is hosted, administered, or operated on a third party platform, including without limitation a social media platform (e.g. Facebook or Twitter) (“Third Party Platform”), then by participating in this Contest, entrants hereby release and agree to hold harmless such Third Party Platform from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.

14. Results: To request a winners list, send a self-addressed, stamped envelope to 1201 Connecticut Avenue, 11th Floor, Washington, DC 20036, Attn: November 2014 Grind Prophecies. Requests must be received within four (4) weeks of the end of the Entry Period.