

THE ACTION NETWORK'S WEEK 5 FOOTBALL SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the 50 United States and the District of Columbia. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes begins on 10/05/2018 at 7 p.m. ET and ends on 10/09/2018 at 11:59 a.m. ET (the “**Sweepstakes Period**”). Sponsor’s computer is the official time keeping device for this Sweepstakes.

1. ELIGIBILITY: The Action Network’s Week 5 Football Sweepstakes (the “**Sweepstakes**”) is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia who are at least 18 years old (19 years old in Alabama and Nebraska, or 21 years old in Mississippi) as of the date of Sweepstakes entry. The Action Network, Inc. (“**Sponsor**”), its affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers and each of their employees, officers, and directors (collectively, the “**Sweepstakes Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes participant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes and which Sponsor may decide in sole discretion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. SPONSOR: The Action Network, Inc., 12180 Millennium Drive Suite 500, Playa Vista, CA, 90094.

3. HOW TO ENTER: During the Sweepstakes Period:

(a) Share your bets from within The Action Network app

(b) If you receive at least 1 click on your link (myaction.app/USERNAME), you’ll be entered into a random drawing for \$500.

By entering, you agree that Sponsor may contact you by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. **Limit 1 entry per person. ADDITIONAL ENTRIES MAY BE DISQUALIFIED.** All potential winners are subject to verification before any prize will be awarded. All entries **MUST** comply with the applicable community guidelines, terms of use, and any other binding terms on the App.

Automated or bulk entries or entries submitted by third parties may be disqualified. Entries must be submitted by the participant. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, registrations, logins, or any other methods will disqualify that participant’s entries, and that participant and/or entries may be disqualified. Multiple participants are not permitted to share the same social media handle and/or email address. In the event of a dispute as to any Entry Submission, the authorized account holder of the social media handle and/or email address will be deemed to be the participant. 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, which email address is then used to obtain the social media handle used to submit the entry. Potential winners

may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Incomplete or untimely entries will be disqualified.

Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use participants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

4. SELECTION OF WINNERS: On or about 10/09/2018, Sponsor will select the name of potential prize winner(s) in a random drawing from among all eligible entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified via email on or about 10/09/2018. **Picking football teams and/or game outcomes correctly will not improve your chances of winning. This is not a skill contest.**

If a potential winner cannot be contacted after the first attempt to contact him/her, or if he/she fails to respond to the potential winner notification within forty-eight (48) hours, or sign and return any documentation that Sponsor may require within any time period that Sponsor may specify, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Time permitting, only three (3) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. PRIZES: Prize: There will be one (1) Prize of \$500 awarded.

PRIZE RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, or transferred; however, Sponsor reserves the right to make equivalent prize substitutions. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a technical, print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

6. GENERAL CONDITIONS: Participation constitutes participant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor, and its agencies are not responsible for late, incomplete, or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. LIMITATION OF LIABILITY AND RELEASES; PUBLICITY: BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT SWEEPSTAKES ENTITIES AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "**RELEASED PARTIES**") 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 PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES PARTICIPANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE PARTICIPANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING AN ENTRY, PARTICIPANT AGREES THAT SUCH SUBMISSION, INCLUDING ANY COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS THAT PARTICIPANT MAY SUBMIT TO SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES, INCLUDING ALL RIGHTS EMBODIED THEREIN,

WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN SPONSOR'S PRIVACY POLICY, AVAILABLE AT [HTTPS://WWW.ACTIONNETWORK.COM/PRIVACY/](https://www.actionnetwork.com/privacy/), SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO PARTICIPANT OR ANY THIRD-PARTY. PARTICIPANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS PARTICIPANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. PARTICIPANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO PARTICIPANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. PARTICIPANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE PARTICIPANT'S SUBMISSIONS, PARTICIPANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, PARTICIPANT AGREES TO INDEMNIFY SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS. SUBMISSIONS WILL NOT BE RETURNED TO PARTICIPANTS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. DISPUTES. This Sweepstakes is governed by the laws of the United States. Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate State Court located in the City of San Francisco, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

9. PRIVACY: Information collected from participants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.actionnetwork.com/privacy/>. Sweepstakes Entities may use participants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

10. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules, visit actionnetwork.com/props. For a copy of the winner list, available after 10/09/2018, email scott.miller@actionnetwork.com.

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