

## MITZVAH MANIA CHALLENGE RULES

### **NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCE OF WINNING**

This Mitzvah Mania Challenge ("Challenge") is sponsored by the Jewish Federation of Howard County, whose address is 10630 Little Patuxent Parkway, Suite 400, Columbia, Maryland 21044 ("Sponsor").

#### 1. INTRODUCTION

**This Challenge is open to persons who: (a) are registered users (defined below); (b) are legal residents of the United States (50 states and District of Columbia); and (c) are at least eighteen (18) years old or age of majority, whichever is older in their state of residence. Void where prohibited by law.** The Challenge is a competition based on results of the 2019 NCAA® Division I Men's College Basketball Tournament (the "Tournament"), administered via the Internet on the Yahoo Sports Tourney Pick'em Challenge website accessible at <https://tournament.fantasysports.yahoo.com/t1/group/10952> (the "Yahoo Website"). Participants will attempt to select/pick the winners of all the games of the Tournament presented on the Yahoo Website in the form of a bracket (the "Bracket") that is submitted through the Yahoo Website. Participants will earn points by correctly predicting, through their Bracket, the winning team of designated basketball games of the Tournament. The number of points awarded for each correct pick of a winning game of the Tournament will be in accordance with the Section 3 set forth below. One Prize (as defined below) will be awarded to a Participant who is the top point scorer in this Challenge. This Challenge is subject to the Terms and Additional Terms set forth on the Yahoo Website, which are hereby incorporated into these Rules. In case of any conflict between these Rules and the Terms and Additional Terms, these Rules shall govern. Sponsor reserves the right, in its sole and absolute discretion, to terminate, suspend, modify or change this Challenge or its Rules at any time and for any reason, without notice, including but not limited to the Prize, the method of entry, and the dates and times of the Challenge. **This Challenge is FREE to play. No purchase, donation, entry fee, or wireless device is necessary to enter or win.** Participants are requested to make a charitable donation to the Sponsor at the time of entering the Challenge, but such a donation is optional and not necessary to enter or win. **By entering this Challenge, each Participant fully and unconditionally accepts and agrees to comply with and abide by these Rules and the decisions of Sponsor, which shall be final and legally binding in all respects.**

#### 2. HOW TO ENTER AND PLAY

To become a Participant, a person must first become a Registered User on one of Yahoo's network of websites (which currently includes [www.yahoo.com](http://www.yahoo.com) and related websites). For purposes of these Rules, "Registered User" means a person who has successfully completed a registration form and has obtained a user identification ("ID") and password ("Password") on one of Yahoo's network of websites, using a person's valid electronic mail address ("User E-mail"). If you are not a Registered User, you may become a Registered User and obtain an ID and a Password by completing the registration form on one of the Yahoo websites. There is no fee or charge for you to become a Registered User. Registered Users can sign up for the Challenge at any time, prior to the start of the first round of the Tournament, on March 21, 2019, by visiting the Yahoo Website. In order to enter the Challenge and become a participant ("Participant"), a Registered User must go to the URL <https://tournament.fantasysports.yahoo.com/t1/group/10952>, follow the onscreen instructions (the "Onscreen Instructions"), submit an entry (the "Entry") to the Yahoo Sports Tourney Pick 'em Challenge, and designate the Entry into Group 10952 named Mitzvah Mania, using the password jewhoco. The Onscreen Instructions are hereby incorporated by reference in these Rules. Each of Participant's Entries must be submitted by 11:00 a.m. ET on March 21, 2019. Participants must enter their projected winners of the games of the Tournament, round by round as described on the Yahoo Website. Entries will also be required to select the scores of the two teams in the final championship game as a tiebreaker. The Yahoo Website will score the Entries in accordance with the Yahoo Default scoring system, as set forth in Section 3 of these Rules.

**Limit three (3) entries per Participant.** Multiple Participants are not permitted to share the same email address. Any attempt by a Participant to obtain additional entries by using multiple/different email addresses, identities, entries and logins, or any other methods will void that Participant's plays and that Participant may be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be entered for this Challenge. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be voided and not entered in the Challenge. In the event of a dispute as to any Entry, the authorized account holder of the email address used to enter this Giveaway will be deemed to be the entrant. 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. The potential Winner may be required to show proof of being the authorized account holder. **Sponsor reserves the right to contact entrants and all other individuals whose email addresses are submitted as part of this Challenge for purposes related and unrelated to this Challenge (including but not limited to marketing and advertising by the Sponsor).** Tampering with the entry process or the operation of this Giveaway is prohibited, and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void and not entered in the Challenge.

### 3. SCORING

The Entries will be automatically scored by the Yahoo Website using the Yahoo Default scoring rules, which are as follows:

Round	Points Per Correct Pick	Points Possible	Best Possible Score
Round of 64	1 point	32 points	32 points
Round of 32	2 points	32 points	64 points
Sweet 16	4 points	32 points	96 points
Elite Eight	8 points	32 points	128 points
Final Four	16 points	32 points	160 points
Championship	32 points	32 points	192 points

Tiebreakers: If two or more Entries finish with the top overall point total after a national champion is crowned, the following system will be used to break the tie:

- First tiebreaker – Closest prediction of total points scored by both teams in Championship game.
- Second tiebreaker – Closest prediction for points scored by the winning team in Championship game.
- Third tiebreaker – Closest prediction for points scored by the losing team in Championship game.

If two or more Entries are still tied for after the third tiebreaker, the Winner shall be determined by a random drawing at the offices of the Sponsor on or about April 9, 2019.

### 4. PRIZE AND WINNING

One (1) prize (the "Prize") will be awarded to the Participant who is top scorer in this Challenge, and if there are multiple top scorers, the winning Participant of all tiebreakers and the random drawing, if necessary, as set forth in Section 3 (the "Winner"). There will be only one Winner. The Prize will be an Amazon Gift Card. The potential Winner will be notified by electronic mail at the User E-mail on or about April 9, 2019, with instructions on how to claim the Prize. The potential Winner must accept the prize by sending an e-mail to [sstuart@jewishhowardcounty.org](mailto:sstuart@jewishhowardcounty.org) within seven (7) business days of Sponsor's first notification attempt – failure to do so will result in forfeiture of the Prize. Sponsor shall have no liability for any notification that is not received by the potential Winner for any reason. If the potential Winner does not respond to notification and accept the Prize as required herein or if Prize notification is returned as unclaimed or undeliverable, such potential Winner will be disqualified and forfeit prize. If the potential Winner is found to be ineligible, has not complied with these Rules or declines the prize, such potential Winner will be disqualified and forfeit prize. If the potential Winner is disqualified or forfeits the Prize, Sponsor may, *but shall not be required to*, select an alternate potential Winner from amongst all remaining eligible Entries. If the Prize is unclaimed, it will not be awarded. Odds of winning depends on number of Entries received.

### 5. PUBLICITY RELEASE

Acceptance of the Prize constitutes the Winner's permission for Sponsor and/or its designee(s) to use the Winner's name, photograph, video, image, likeness, voice, biographical information, statements, testimonial (in whole or part), prize information and address (city and state) (collectively, "Attributes") for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and the Winner releases Sponsor and/or its designee(s) from all claims arising out of the use of such Attributes.

### 6. LIABILITY AND RELEASE

By entering this Challenge, each Participant, on behalf of Participant and Participant's heirs, executors, administrators, representatives, insurers and assigns, agrees: (A) to release and hold harmless and indemnify Sponsor, National Collegiate Athletic Association (NCAA), Yahoo Fantasy Sports LLC, Oath Inc., Amazon.com, Inc., and all individuals and entities involved in fulfilling, administering, advertising or promoting this Challenge and each of their respective past and present officers, directors, parent companies, subsidiaries, affiliates, employees, representatives, licensees and agents (collectively, "Released Parties") from any and all claims, expenses, liabilities, personal injury, death, illness, property loss, litigation or damages of any kind to persons and/or property (including but not limited to invasion of privacy under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights) that may occur, directly or indirectly, whether caused by negligence or not, arising out of such Participant's entry in the Challenge and/or such Participant's acceptance, possession, use and/or misuse of Prize; and (B) to indemnify, defend and hold harmless Released Parties from and against any and all claims, expenses and/or liabilities arising out of or relating to such Participant's entry in this Challenge and/or Participant's acceptance, use and/or misuse of the Prize. Released Parties are not responsible for, and each Participant hereby releases the Released Parties from, any claims arising from: (i) lost, late, illegible, mutilated, misdirected, damaged, corrupted, inaccessible, inaccurate or incomplete entries, entries not received by the time designated for the Entry Period; (ii) technical failures of any kind, including but not limited to the malfunctions or interruptions of any computer, equipment, cable, network, hardware or software, programming, or technical problems or traffic congestion on the Internet; (iii) unauthorized human intervention in the entry process or technical or human error which may occur in the administration of or processing of Entries in this Challenge; (iv) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or

software, including which may be caused, directly or indirectly, in whole or in part, from entrant's entry in Giveaway; and (vi) theft, tampering, destruction, or unauthorized access to, or alteration of entries. Sponsor is not responsible for any electronic or typographical errors in the printing, advertisement or reproduction of these Rules, in any advertisement or promotional material related to this Challenge (print or online) or in administration of this Challenge including but not limited to depiction of the Prize or announcement of the Winner.

#### 7. RELEASE OF CLAIMS (CALIFORNIA)

Each Participant acknowledges that there is a possibility that, subsequent to their involvement with this Challenge and adherence to these Rules they may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Rules, and which if known by them at that time may have materially affected their decision to enter this Challenge. Such Participants acknowledge and agree that by reason of these Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unknown and unsuspected claims. Such entrants acknowledge that they have read these Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### 8. DISQUALIFICATION/FORCE MAJEURE

Sponsor reserves the right to modify, extend or terminate this Challenge if it determines, in its sole discretion, that this Challenge is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of this Challenge as contemplated herein. If an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding the Prize or continuing with this Challenge as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis (e.g. ZIKA virus), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, extend or terminate this Challenge. If this Challenge is terminated before the designated end date, Sponsor will (if possible) select the potential Winner in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

#### 9. DISPUTES

Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or the Prize 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 this Challenge, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

#### 10. TRADEMARK OWNERSHIP

NCAA®, SWEET SIXTEEN®, ELITE EIGHT®, and FINAL FOUR® are registered trademarks of the National Collegiate Athletic Association, which has not endorsed, sponsored, or approved this Challenge. Yahoo!® is a registered trademark of Oath Inc., which has not endorsed, sponsored, or approved this Challenge. Amazon® is a registered trademark of Amazon Technologies, Inc., which has not endorsed, sponsored, or approved this Challenge.

#### 11. OFFICIAL RULES / NAME OF WINNER:

To obtain these Rules or name of the Winner, send a self-addressed envelope to Jewish Federation of Howard County, Attn: Susan Stuart, 10630 Little Patuxent Parkway, Suite 400, Columbia, Maryland 21044. All requests must be received by Sponsor no later than April 9, 2019.

**Sponsor's Mailing Address: Jewish Federation of Howard County, 10630 Little Patuxent Parkway, Suite 400, Columbia, Maryland 21044.** This Challenge is sponsored solely by the Jewish Federation of Howard County and is not sponsored, endorsed, or approved by National Collegiate Athletic Association (NCAA), Yahoo Fantasy Sports LLC, Oath Inc., Amazon.com, Inc., or any of their affiliates.