Abt Electronics, Inc. Bracket Challenge 2018 – Official Rules

- Athletic Association ("NCAA") or any college or university. No relationship, marketing or otherwise, exists between Abt Electronics and the NCAA and/or any college or university. NO PURCHASE NECESSARY to participate in the Abt Electronics Bracket Challenge Contest ("the Contest"). A purchase does not increase your chances of winning. This Contest is powered by TheBigTourney.com. Registration with TheBigTourney.com is necessary in order to participate in the Contest, and registration with TheBigTourney.com requires agreement to the TheBigTourney.com ("the Website") Terms of Use, available at https://www.thebigtourney.com/terms.php. This Contest shall be void where prohibited. THIS CONTEST IS DEVISED AS A NON-GAMBLING PROMOTION and is intended solely for entertainment purposes. By entering the Contest, you hereby represent and warrant that you have read these Official Rules and are fully familiar with their contents. ("Sponsor") does not own any logos or other intellectual property used by it, or by any entrant, in connection with this Contest, including, but not limited to, the intellectual property of LG, eero, and Sonos, Twitter, Facebook, and Instagram.
- 2. Eligibility: The Abt Electronics, Inc. Abt Bracket Challenge ("the Contest") is open to any legal resident of the fifty (50) United States and the District of Columbia, excluding Puerto Rico, who is 18 years or older at the time of entry and who is located in the United States. All applicable federal, state, local, and municipal laws and regulations apply. Void where prohibited or restricted by law. Each entrant who submits an electronic entry must be the rightful owner of the profile and/or account identified in the entrant's entry at the time of registration. Use of computer programs and other automatic means to enter the Contest is prohibited and will result in disqualification. By submitting an entry electronically, the entrant represents that his or her entry complies with any and all applicable terms and/or conditions of use, rules, or requirements governing the use of the third party (i.e., non-Sponsor) website(s). Sponsor reserves the right to deem ineligible any entry that, in Sponsor's sole opinion, may be in violation of any of the terms and/or conditions of use, rules, or requirements governing the use of any third party site. Normal internet access and usage charges imposed by any online services may apply.
- 3. Contest Period: Contest registration begins on March 11, 2018, and ends on Thursday, March 15, 2018 at 10:00 a.m. CDT. Entrants, based on skill, knowledge, and understanding of Tournament participants, must make their picks during this period ("the Selection Period").
- 4. How To Play: To participate in the Contest, you must have a TheBigTourney.com account ("Account"). If you already have an Account, go to http://www.abt.com/bracket ("Website") during the Registration Period, log into your Account, and follow the instructions to register for the Contest. If you do not already have an Account, go to the Website during the Registration Period and complete the online registration by providing your first name, last name, email address, and password. Entrants must then access the Website during the Selection Period, log into their Accounts, and predict one (1) winner for each game in the Tournament. TheBigTourney.com may send reminder email(s) during the Selection Period to Entrants who have registered to participate but have not yet submitted picks. Entrants make picks by clicking on the team name that they believe will advance to the next round of the Tournament. Entrants then must click the "Submit" button on the form to register the entry. If Entrant does not submit the form, the entry will not be valid. If Entrants wish to make changes to their selections, they may log into their Accounts and change selections at any time during the Selection Period. No changes or revisions to entries will be permitted after the close of the Selection Period. Incomplete or unintelligible entries will be disqualified. ELIGIBLE ENTRANTS MUST SUBMIT ENTRIES IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Entrants are encouraged to take a screenshot of their results every Round and sharl neither increase nor decrease an Entrant's chances to win any prize below in Section 8.

All entries—regardless of entry method—must be received by Sponsor no later than 10:00 a.m. (CDT) on March 15, 2018.

General Rules: By participating in the Contest, entrants agree to be bound by these Rules. In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials, the terms and conditions of the Rules shall prevail, govern, and control. Entries become the property of the Sponsor. All information submitted by participants in the Contest will be treated according to Sponsor's Privacy Policy (http://www.abt.com/help/privacy-policy) and The Big Tourney's Privacy Policy (https://www.thebigtourney.com/privacy.php). The Sponsor is not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by any user or by any of the equipment or programming associated with, or utilized in, the Contest, or by any human error which may occur in the processing of the entries in the Contest, or for any liability for damage to any computer system resulting from participation in, accessing, or downloading information in connection with the Contest. In the event of a dispute as to any entry, all online entries will be deemed to have been submitted by the owner of the account from which they were sent. For these purposes, an account owner shall mean the natural person designated as the owner of the account. Winner may be required to show proof of being the authorized account holder of the account associated with the entry. Sponsor is not responsible for the failure of any entry to be received by Sponsor on account of technical problems or congestion on the internet or at any website. The Sponsor reserves the right in its sole discretion to disqualify any individual who: tampers, or attempts to tamper, with the entry process or the operation of the Contest; violates the Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. If, for any reason, the

Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, weather, a cancellation of the game for any reason beyond the control of Sponsor, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, then the Sponsor reserves the right in its sole discretion to cancel the Contest and, if appropriate under the circumstances (in Sponsor's sole discretion), select a winner in a random drawing from among all eligible entries received prior to cancellation. The entrant agrees that the entrant's uses of an internet service provider, Twitter, Facebook, and/or Instagram are subject to those sites' terms and conditions and so agrees to indemnify, defend, and hold harmless Sponsor and each of Sponsor's affiliated companies, directors, officers, employees, representatives, partners, and agents from any and all claims arising out of, or related to, the entrant's use of such sites and services.

6. Scoring: Brackets are scored as follows, for each correct pick. Points are awarded based on the round number:

Round 1: 1 Round 2: 2 Round 3: 3

Round 4: 4

Round 5 (Semifinals): 5 Round 6 (Championship): 10

The winner of the Grand Prize will be the Entrant with the highest total number of points through Rounds 1-6 of the Tournament. Winners will be selected as set forth below in Section 7. The first tiebreaker is "Most Games Correct." The second tiebreaker is "Most Games Correct in First Round." The third tiebreaker is "Most Games Correct in First Two Rounds." Any further ties are left as ties in the standings, and a winner will be picked randomly by Abt Electronics, the judge of the Contest, whose decisions are final on all matters relating to the Contest. The opening round "Play-in Game" is not used.

7. General Release: By participating in the Contest, the entrant releases Sponsor and each of Sponsor's affiliated companies, directors, officers, employees, representatives, partners, and agents from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of, or in connection with, the Contest or with the acceptance, possession, or use (or non-use) of any prize (including, without limitation, claims, costs, injuries, losses, or damages related to: personal injuries; death; damage to, loss, or destruction of property; rights of publicity or privacy; defamation; or portrayal in a false light). The Entrant further agrees that the Entrant's uses of an internet service provider, Instagram, Twitter, Facebook, and/or Pinterest are subject to those sites' terms and conditions and so agrees to indemnify, defend, and hold harmless Abt Electronics and each of Abt Electronics's affiliated companies, directors, officers, employees, representatives, partners, and agents from any and all claims arising out of, or related to, the Entrant's use of such sites and services.

8. Prizes and Odds:

Grand Prize- LG 75" Black UHD 4K HDR Smart LED HDTV With WebOS 3.5 - \$2699

1st Runner Up - <u>LG 65" Black UHD 4K LED Smart HDTV</u>- \$1399

2nd Runner Up - <u>eero 3-Pack Pro 2nd Generation Wi-Fi System</u> - \$500

3rd Runner Up - <u>Sonos Bundle</u> - \$398

Abt Electronics reserves the right, at its sole discretion, to modify the prize at any time and may make substitutions, additions, and/or deletions at Sponsor's sole discretion. Any such modification of the prize does not constitute a modification of the Rules. Odds of winning a prize are dependent upon the number of eligible entries received.

9. Winner Selection, Notification, Acceptance, and Publicity:

The Entrant with the highest point score at the end of the Contest (or tiebreaker, if applicable) will be declared the Grand Prize winner, pending eligibility verification. The Entrant with the next highest point score at the end of the Contest (or tie-breaker, if applicable) will be declared the 1st Runner Up winner, pending eligibility verification. The Entrant with the next highest point score at the end of the Contest (or tie-breaker, if applicable) will be declared the 2nd Runner Up winner, pending eligibility verification. The Entrant with the next highest point score at the end of the Contest (or tie-breaker, if applicable) will be declared the 3rd Runner Up winner, pending eligibility verification.

Winner will be notified via e-mail on or about April 5, 2018, or the end of the Tournament, whichever date is later. Sponsor may post the winner's first name, last initial, and home city/state on the Contest landing page located on Sponsor's website (www.abt.com), and use social media channels to post this information, after the winner has been notified and his/her eligibility confirmed. Return of prize notification as undeliverable may result in disqualification, and an alternate winner may be selected. Winner may waive his/her right to receive the prize. The prize is not assignable and is not transferable. No substitutions are allowed. The winner is solely responsible for reporting and payment of any taxes on prizes. The winner may be required to complete an affidavit of eligibility, a liability and publicity release (except where prohibited by law), and a tax acknowledgement form, which must be returned to Sponsor within three (3) days. Failure to sign and return the affidavit and/or release within three (3) days, or to comply with any term or condition of these Rules, may result in a winner's disqualification and the award of the prize to an alternate winner. Except where prohibited, participation in the Contest constitutes the entrant's consent to the publication of his or her name, biographical information, and likeness in any media for any commercial or promotional purpose, without limitation or further compensation. For a copy of the Rules or the Winner List (available on or about April 5, 2018), send

self-addressed, stamped envelope (unless prohibited by law) to the following address: (Please specify whether the "Official Rules" or "Winner List" is being requested)- Abt Bracket Challenge, c/o Digital Marketing Coordinator, 1200 N. Milwaukee Ave. Glenview, IL 60025.

- 10. Construction: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of any entrant and/or Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of Illinois, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Illinois. 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 such provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.
- 11. Sponsor: The Bracket Challenge is sponsored by Abt Electronics, Inc., whose decisions regarding the selection of a winner and all other aspects of the Contest shall be final and binding in all respects. The Contest is not sponsored by, endorsed by, administered by, or associated with any internet service provider, Twitter, Facebook, or Instagram. Sponsor will not be responsible for typographical, printing, or other inadvertent errors in these Rules or in other materials relating to the Contest. Please direct any questions about the Contest to marketing@abt.com.

