

# DISH "BRACKET CHALLENGE" CONTEST

## OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the "DISH 'Bracket Challenge' Contest" ("Contest"). You must agree to accept and comply with the Official Rules to participate in the Contest. By entering the Contest, you agree to these Rules.

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. THE ODDS OF WINNING THE GRAND PRIZE ARE 1 in 9,223,372,036,854,775,808. THE ODDS OF WINNING OTHER PRIZES DEPEND UPON THE RELATIVE PERFORMANCE OF EACH ENTRANT. AN INTERNET CONNECTION IS REQUIRED FOR ENTRY.**

1. **Dates:** This Contest is valid from 3/15/2020, 11:00 PM ET to 3/19/2020, 12:00 PM ET ("Contest Period").

2. **How To Enter:** There are two (2) ways to enter:

1) Entry may be accomplished by going to the Bracket View Application on an Internet-connected Hopper, Wally, or Joey, filling in a Bracket with their picks and submitting no later than 12:00 PM ET on 3/19/2020.

2) Entry may be accomplished by logging into a DISH Anywhere account utilizing a web browser and following the instructions to fill out a bracket with their picks and submitting no later than 12:00 PM ET on 3/19/2020.

Any sort of automated Entry sent via bot is strictly prohibited. Any entrant suspected or found to be submitting automated Entries of any kind will be disqualified.

Only one entry per DISH account is permitted.

3. **Eligibility:** This Contest is open to legal residents of the United States and D.C. (excluding, without limitation, residents of Puerto Rico and other U.S. territories) who are 18 years of age (or age of majority in his or her state) and older at the time of entry **and existing residential DISH customers as of 3/03/2020**. Employees, directors, DISH Beta users, officers and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of households of DISH Network L.L.C., ("DISH") and each of its respective parent companies, subsidiaries, advertising, design, print production and publicity agencies and anyone connected with the production and distribution of this Contest (collectively the "Contest Entities"), are not eligible to enter or be awarded a prize.

4. **Sponsor:** DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112.

5. **Winner Selection:** A Grand Prize will be awarded to an entrant who has a perfect bracket. A perfect bracket is defined as correctly selecting the winner of every single basketball tournament game within the bracket selector application (**If no entrant selects a perfect bracket, no Grand Prize will be awarded.**) In the event of a tie, the Grand Prize will be divided equally amongst all eligible entrants who got a perfect bracket. Participants must enter their projected winning teams of the games of the Tournament, round by round, beginning with the Sweepstakes first round. The predictions for each successive round will be weighed more heavily than the previous round, in accordance with the table below.

| Round                        | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> | Final |
|------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------|
| Weight per each correct pick | 1pt             | 2pts            | 4pts            | 8pts            | 16pts           | 32pts |

The First Prize will be awarded to the entrant with the highest number of points. In the event of a tie, the First Prize will be awarded to the entrant with the highest number of points and with the closest to the total combined score of the final game. In the event there is still a tie, the First Prize will be awarded to the entrant with the highest number of points and with the highest number of correctly selected games throughout the tournament. If there is still a tie,

a drawing will be held amongst all eligible tied entries with the total closest to the combined score of the final game and the entrants with the highest number of correctly selected games. If applicable, the first entrant drawn will be awarded the First Prize, the second entrant drawn will be awarded the Second Prize, and the third entrant will be awarded the Third Prize.

If a Second Prize is not awarded based on the procedures described above, the Second Prize will be awarded to the entrant with the second highest number of points. In the event of a tie, the Second Prize will be awarded to the entrant with the second highest number of points and with closest to the total combined score of the final game. In the event there is still a tie, the Second Prize will be awarded to the entrant with the second highest number of points and with the highest number of correctly selected games throughout the tournament. If there is still a tie, a drawing will be held amongst all eligible tied entries with the second highest number of points, with the total closest to the combined score of the final game, and with the highest number of correctly selected games. If applicable, the first entrant drawn will be awarded the Second Prize, and the second entrant drawn will be awarded the Third Prize.

If a Third Prize is not awarded based on the procedures described above, the Third Prize will be awarded to the entrant with the third highest number of points. In the event of a tie, the Third Prize will be awarded to the entrant with the third highest number of points and with closest to the total combined score of the final game. In the event there is still a tie, the Second Prize will be awarded to the entrant with the third highest number of points and with the highest number of correctly selected games throughout the tournament. If there is still a tie, a drawing will be held amongst all eligible tied entries with the third highest number of points, with the total closest to the combined score of the final game, and with the highest number of correctly selected games.

Decisions of Sponsor are final. Potential Prize Winners will be notified by email or phone at Sponsor's discretion on or about 4/10/2020, and will have 72 hours to respond. If a Potential Prize Winner does not reply within allocated time, does not accept prize, or is found to be ineligible or not in compliance with these Official Rules such prize will be forfeited and may be awarded to an alternate Winner, time permitting. The odds of winning a Grand Prize are 1 in 9,223,372,036,854,775,808. The odds of winning any other prize will depend upon relative performance of each entrant.

6. **Prizes and Approximate Retail Values ("ARV"):** **One (1) Grand Prize:** \$10 Million paid out in equal installments over 10 years. **ARV: \$10,000,000.** A Grand Prize will only be awarded if at least one entrant selects a perfect bracket. **One (1) First Prize:** Free DISH service of America's Top 250 or the equivalent package for five (5) years, a full system upgrade including an upgraded Hopper, if available and a Polk Audio Smart Sound System. **ARV: \$7,500.** **One (1) Second Prize:** Free DISH service of America's Top 250 or the equivalent package for three (3) years, a full system upgrade including an upgraded Hopper, if available and a Polk Audio Smart Sound System. **ARV: \$4,800.** **One (1) Third Prize:** Free DISH service of America's Top 250 or the equivalent package for one (1) year, a full system upgrade including an upgraded Hopper, if available and a Polk Audio Smart Sound System. **ARV: \$2,200. Total ARV: \$10,014,500.**
7. **Taxes:** Taxes are the sole responsibility of each Winner. All expenses not stated herein are the sole responsibility of each Winner. An IRS form #1099 will be issued to the Prize Winners.
8. **General Rules:** Contest administration, winner selection and prize claim verification and fulfillment will be conducted by Sponsor. By participating in this Contest, Prize Winners agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions are final. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate will be selected based on the procedures described above. Each Prize Winner must sign and return an Affidavit of Eligibility and Publicity/Liability Release within seven (7) days of prize notification. Noncompliance within this time period will result in disqualification and an alternate will be selected based on the procedures described above. Sponsor reserves the right to cancel/terminate, modify or suspend the Contest if in Sponsor's sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including, but not limited to, fraud or force majeure or any other causes beyond Sponsor's control. By entering this Contest, a participant explicitly releases, discharges and holds harmless the Contest Entities, their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Contest and the acceptance and use or misuse of a prize. By accepting a prize, each Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim

any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize. The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure.

9. **Severability:** The Contest is void where prohibited. If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply.
10. **No Reproduction:** This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the Sponsor.
11. **Publicity Rights:** Acceptance of a prize constitutes permission to use a Winner's name, town and state, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law and Winner agrees to execute any and all documents requested by Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use of any and every nature and kind.
12. **Limitations of Liability:** The Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction nor unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry materials by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Any person attempting to damage any website, defraud or in any way tamper with the Contest will be ineligible for any prize and may be prosecuted to the full extent of the law. The Sponsor shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prizes awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Douglas County, Colorado. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
13. **Release:** By entering the Contest, entrants agree to release, discharge and hold harmless Sponsor and its respective parent, subsidiary and affiliated entities as well as the successors, assigns and licensees of each and the respective officers, directors, agents, employees, shareholders, contractors and representative of each (collectively, the "Released Parties"), from any and all liability for any injury, loss, or damage of any kind to persons, including death, and property, whether direct or indirect, which may be due to or arise out of participation in the promotion or any portion thereof, or the acceptance, use/misuse or possession of prizes, or any prize-related travel or activity. Entrants waive all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Further, Winner agrees that the Released Parties are not responsible in any way for any additional expenses, omissions, delays or re-routing resulting from any acts of any government or authority.
14. **Winner Name(s):** The name of the Winners will be available on or about 4/13/2020. Send a self-addressed, stamped, #10 business envelope to Winners – **Charles McKay Bracket Challenge Contest**, c/o DISH Network L.L.C., Retention Operations, 5701 S. Santa Fe Dr., Littleton, CO 80120, to be received by 5/13/2020. **You cannot enter the Contest using this address. Entries mailed to this address will be discarded.**