

DISH 2022 "BRACKET CHALLENGE" CONTEST

OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the "DISH 2022 '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 OR RESTRICTED BY LAW. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE CONTEST PERIOD. AN INTERNET CONNECTION IS REQUIRED FOR ENTRY.

1. **Dates:** This Contest begins at 3/13/2022, 11:00 PM ET on 3/13/2022 and ends upon completion of the 2022 NCAA Division Men's Basketball Tournament ("Tournament") national championship game on or about 4/4/2022 ("Contest Period"). The Entry Period begins with an entry period that begins at 11:00 PM ET on 3/13/2022 and ends at 11:00 AM ET on 3/17/2022. any entries received after the Entry Period will be disqualified, regardless of the reasons for such late entry.

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, Joey, or Duo filling in a Bracket with picks and submitting during the Entry Period.

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 picks and submitting during the Entry Period.

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 customer account is permitted.

3. **Eligibility:** This Contest is open to legal residents of the United States and D.C. (excluding, without limitation, residents of the states of Florida and New York, 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 DISH customers as of 3/13/2022**. Employees, directors, 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. Entrants may only submit a prediction on their own behalf. Any entry submitted by an entrant on behalf of another individual will be disqualified, and is invalid for any prize claim under the terms of this Contest.
4. **Sponsor:** DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112.
5. **Bracket Point Awards & Winner Selection:** Points will be awarded to entrants based on the number of correct winner predictions in their brackets. One point will be awarded for each correct winner prediction in the first round. Two points will be awarded for each correct winner prediction in the second round. Four points will be awarded for each correct winner prediction in the third round. Eight points will be awarded for each correct winner prediction in the fourth round. Sixteen points will be awarded for each correct winner prediction in the fifth round. Thirty-two points will be awarded for a correct winner prediction in the final round.

A Grand Prize will be awarded to a customer who has guessed all winners correctly from the 63 games that occur beginning with the first Round of 64 through the championship game (a "Perfect Bracket"). In the event of a tie the Grand Prize will be divided equally among all eligible entrants who got a Perfect Bracket. First Prize will be awarded to the entrant with the highest number of points. If any game(s) in the Tournament are canceled, forfeited, or indefinitely suspended for any reason whereby neither team is declared a winner or neither team

advances to the next round, then no entrant shall be able to correctly predict the winner of all Games in the Tournament, as required to claim the Grand Prize

In the event that no eligible entrants select a Perfect Bracket, a First Prize will be awarded to the entrant with the highest number of points.

In the event of a tie for First Prize, 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, First Prize will be awarded to the entrant with the highest number of points and with the highest number of correctly guessed 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 guessed games.

Decisions of Sponsor are final. Potential Prize Winners will be notified by email or phone at Sponsor's discretion on or about 4/11/2022, 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. Odds of winning will depend upon the total number of eligible Entries received. Limit one (1) prize per person, per DISH account if applicable.

6. **Prizes and Approximate Retail Values ("ARV"): One (1) Grand Prize:** \$1 Million paid out in a 40-year term financial annuity issued by Sponsor's choice of insurance company ("Annuity"). Sponsor will pay the premium for the Annuity. Disbursement of Annuity is subject to these Official Rules and the insurance company policy's terms and conditions. Grand Prize winner may be the insured under the Annuity, and as defined in the policy. **ARV of Annuity at maturity: \$1,000,000.** If the Prize Winner elects to surrender or becomes ineligible to receive the Annuity prior to maturation, the actual cash value will be less than the ARV of the Annuity at maturation. **One (1) First Prize:** \$10,000 paid out in one lump sum. **ARV: \$10,000.** Prize awards are non-transferrable, and there will be no prize substitution, transfer, or assignment of prizes, except by Sponsor which reserves the right to substitute the prize with one of comparable or greater value, in its sole discretion.
7. **Taxes:** All federal, state and local taxes and any other costs and expenses are the sole responsibility of each Winner. All expenses associated with prize acceptance and use not stated herein are the sole responsibility of each Winner. Prize winners will be required to fill out and sign an IRS W-9 form and the information contained thereon will be used by the Sponsor or its representative to complete an informational report for the IRS, such as a 1099-MISC form.
8. **General Rules:** Contest administration, winner selection and prize claim verification will be conducted by Sponsor. Sponsor will also conduct prize claim fulfillment, except in the case that a Grand Prize is awarded. In the event a Grand Prize is awarded, claim fulfillment will be conducted by Million Dollar Media, LLC or its insurance company. 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. All materials submitted become the sole property of Sponsor and will not be returned. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate may be selected. A Grand Prize Winner must notify Sponsor of his/her Perfect Bracket as soon as possible after the end of the Contest and no later than seventy-two (72) hours after the end of the Contest. Grand Prize winner(s) will be required to provide the following to Sponsor and/or Million Dollar Media, LLC within five (5) business days of such notification: full name, address, phone number, photocopy of a government issued photo identification card, and completed and signed IRS W-9 form. Each Prize Winner, including Grand Prize and First Prize Winners, must sign and return an Affidavit of Eligibility and Publicity/Liability Release within seven (7) days of prize notification. Noncompliance within the time periods set forth above may result in disqualification and an alternate Prize Winner may be selected. In the event a Prize Winner is less than the age of majority in his/her state of residence, all required documents must be signed by the individual's parent/legal guardian on his/her behalf. 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 (including any travel related thereto). 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:** Contest 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 for Contest Entities and/or Million Dollar Media, LLC 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. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of his/her guests related to any Contest-related activity, including, without limitation, any actions, claims or liabilities related to each guest's use of the prize.
14. **Winner Name(s):** The name of the Winners will be made available on or about 4/11/2022 at mydish.com/themadness.