

DOWN AT ALBUQUERQUE FIRST TURN LOUNGE BRACKET CHALLENGE OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN NEW MEXICO AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: Downs at Albuquerque First Turn Lounge Bracket Challenge (the "Contest").

Contest Dates: Contest registration is scheduled to begin at 12:01 am Mountain Daylight Time (MDT) on **3/11/2024** and ends at 10:00 am MDT on **3/21/2024** (the "Registration Period"), prior to the start of the designated 2024 Men's College Basketball Tournament. Contest is subject to all applicable federal, state and local laws and regulations. Void outside New Mexico, and wherever prohibited or restricted by law.

- **Designated Tournament:** 2024 Men's College Basketball Tournament being played between 3/21/2024 – 4/8/2024, with the Final Four and Championship games to be held in Glendale, AZ on 4/6/2024 and 4/8/2024.

Who May Enter: Contest is open only to legal residents of the (50) U.S. and D.C., who are **age 21 or older** as of date of entry, and have a valid U.S. driver's license or government issued ID, except the following persons who are not eligible to enter, participate or win: Entrants must have a New Mexico address and be able to pick up any prizes won at the Downs at Albuquerque, 145 Louisiana NE, Albuquerque, New Mexico..

- (a) Employees, officers, and directors of the Downs at Albuquerque, Inc. ("Sponsor"), and the members of their immediate families or households, whether or not related. "Immediate family members" includes, for purposes of this Contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand-children) and each of their respective spouses, regardless of where they reside.
- (b) Individuals who do not have access to an internet connection in order to visit the contest website, or a valid email address to register.

How to Enter-Online Registration: Visit www.abqdowns.com/specialevents during the "Registration Period", and fully complete the online registration by following the link to ESPN.com and join the group FIRST TURN LOUNGE BRACKET CHALLENGE. After having read and agreed to these Official Rules, click the link to the ESPN website and submit your online registration.

You must be a registered ESPN.com member ("Member") to enter the Contest. You will need to log in with your ESPN Member user name or e-mail address and password; or, if you are not a registered ESPN Member, you will need to create an account. If you are not an ESPN Member, you may become an ESPN Member for free by visiting the ESPN Website, clicking on the profile icon, selecting the "Log In" link and selecting the "Sign Up" link and providing the requested information on the registration form to create an account.

All entries must be fully complete for all required registration information. Any entry submitted with an invalid email address will be disqualified. **Maximum of one entry per person or per valid email address during entire contest period. Any contestant submitting more than one entry using multiple, duplicate or fake emails, addresses or other information, will void all entries by that contestant.**

Participation in the Contest constitutes Participant's full and unconditional agreement to these Official Rules and to Sponsor's decisions.

Donations to the UNM Lobo Club are not required to enter the Contest, and agreeing to donate will not improve your chances of winning. By participating and submitting an entry, contestant agrees that the sponsor is authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the contest, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or purchase incentives. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

Bracket Prediction – Must be fully completed and submitted by 10:00 am MDT on Thursday, 3/21/2024:

Bracket predictions must be completed and submitted between:

- **3/17/2024 – Following team selection announcements for the designated Men’s College Basketball Tournament**
- **3/21/2024 – Prior to 10:00 am MDT prior to tip off of the first game of the tournament**

NOTE – The Promotion includes the 2024 Division I Men's College Basketball Tournament taking place in March and April 2024 (the "Tournament") that consists of six (6) rounds (each a "Round", and collectively, the "Rounds") of games ("Game(s)") as follows: "Round 1" (Round of 64), "Round 2" (Round of 32), "Round 3" (Round of 16), "Round 4" (Round of 8), "Round 5" (Round of 4), and "Round 6" (the final championship game). For avoidance of doubt the Promotion only applies to the field of sixty-four (64) teams of the Tournament and does NOT include any play-in or other qualifying games.

Bracket Prediction: Once the designated 2024 Men’s College Basketball Tournament team selections have been announced on 3/17/2024, all ESPN registered or newly registering participants must Click on the 'Create a Bracket' button to get started. You can either select your winners one at a time OR you can click the 'Quick Bracket' button at the bottom of the screen to make your picks in seconds by auto-filling with top seeds, SmartBracket powered by ESPN BPI, random teams, and others.

Completed bracket prediction entries must be **submitted by 10:00 am MDT on 3/21/2024** in order to be eligible to participate or claim any prize. Any registered participant or contestant who fails to fully or correctly complete the online ESPN registration, or fully and correctly complete and submit the required Bracket Prediction for all (63) games in the designated tournament will be disqualified and ineligible to claim prizes. Any bracket prediction not received by the required deadline for any reason including, but not limited to failure to submit, transmission error, internet problems, human or programming error, equipment or website malfunction, internet traffic or errors caused by viruses or hackers will be disqualified. Sponsor is not responsible for any delays or difficulty in receipt an eligible contestant’s Bracket Prediction that prevents participation.

Any incomplete or illegible entries will be disqualified. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or entry error of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person’s email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The “authorized email 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. All entries received become the property of the Sponsor and will not be returned.

Scoring – Bracket Points: Each eligible participant who has successfully completed the online registration and bracket prediction as required by these Official Rules will receive the following points:

10 points each - Round 1

20 points each – Round 2

40 points each – Round 3 (Sweet 16)

80 points each – Round 4 (Elite 8)

160 points each – Round 5 (Final 4)

320 points – Round 6 (Championship Game)

Any incorrect predictions will receive 0 points. The maximum point total for correctly predicting the winning team in every game played during the 2024 NCAA Basketball Tournament is 1,920 points. At the completion of the designated tournament, each eligible contestant bracket prediction received will be compared to the actual bracket outcome.

THE AWARDING OF POINTS FOR MAKING CORRECT PICKS IN AN INDIVIDUAL TOURNAMENT GAME AND ONE'S RANKING ON THE LEADER BOARD IS SOLELY FOR ENTERTAINMENT VALUE ONLY AND WILL NOT BE USED FOR PURPOSES OF SELECTING WINNERS OR AWARDING PRIZES.

Gambling Prohibition: This Promotion is strictly for entertainment purposes and may not be used in connection with any form of gambling. Division I Men's College Basketball has adopted specific legislation prohibiting athletic department staff members, conference office staff, national office staff and student-athletes from engaging in sports gambling activities as they relate to intercollegiate or professional sporting events.

Prize Awards: The following prize awards will be available to eligible contestants participating in the Contest:

Each participating contestant will be assigned a random number. Prizes will be awarded at the end of each round (excluding play in game byes) from a random drawing of participating contestants. Prizes awards will be announced by rounds and will be listed at abqdowns.com/specialevents. Final Four Round and Championship Game prizes will be awarded at the conclusion of the NCAA Championship Game. None of the individual prize awards in this Contest will have a prize value in excess of \$600.

All prize awards are non-cumulative. A maximum of one prize will be awarded per participating contestant from the random drawings conducted at the end of each round through the Final Four Round and Championship Game. All participating contestants, regardless of a previous win, will be eligible for the random drawing of a chance to win one of the prizes for the Final Four Round and Championship Game. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

All of the following will apply for each prize winner: 1) Winner will be required to present a copy of a valid driver's license as a condition of participating or receiving any prize; Failure to collect or properly claim any prize at the Downs at Albuquerque, Inc. by April 30, 2024 will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

Additional Rules & Restrictions: By participating in this Contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has

used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold the Sponsor harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability thereof.

Sponsor shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, missed delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Sponsor is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Sponsor is not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor reserves the right to cancel, modify, reschedule or terminate the Contest for any reason including, but not limited to acts of God, pandemics, force majeure, government regulatory action or ruling, fraud, misconduct, or if any technical failures destroy or threaten the integrity of the Contest in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to forfeit any and all prize awards, or to determine any potential prize winners based upon current standings among all eligible, non-suspect entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this Contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the Contest and shall not be required to award a substitute prize.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a district court within the State of New Mexico; (2) 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 in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for,

and entrant hereby waives all rights to claim, 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 entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of New Mexico, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Mexico or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Mexico.

Official Rules & Winners List: For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 6/8/2024 to: Downs at Albuquerque, Inc. Downs at Albuquerque First Turn Lounge Bracket Challenge, P.O. Box 8510, Albuquerque, NM, 87198. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.